



College Station, TX

Meeting Agenda City Council - Amended

1101 Texas Ave, College Station, TX 77840

Internet: www.microsoft.com/microsoft-teams/join-a-meeting

Meeting ID: 223 427 023 174 | Passcode: MvPmTr

Phone: 469-480-7460 | Phone Conference: 952 310 468#

January 25, 2024

4:00 PM

City Hall Council Chambers

Notice is hereby given that a quorum of the meeting body will be present in the physical location stated above where citizens may also attend in order to view a member(s) participating by videoconference call as allowed by 551.127, Texas Government Code. The City uses a third-party vendor to host the virtual portion of the meeting; if virtual access is unavailable, meeting access and participation will be in-person only.

1. Call to Order.

2. Executive Session Agenda.

Executive Session is closed to the public and will be held in the 1938 Executive Conference Room. The City Council may according to the Texas Open Meetings Act adjourn the Open Meeting during the Consent, Workshop or Regular Agendas and return into Executive Session to seek legal advice from the City Attorney regarding any item on the Workshop, Consent or Regular Agendas under Chapter 551, Texas Government Code.

2.1. Consultation with Attorney {Gov't Code Section 551.071};

Possible action. The City Council may seek advice from its attorney regarding a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. Litigation is an ongoing process and questions may arise as to a litigation tactic or settlement offer, which needs to be discussed with the City Council. Upon occasion the City Council may need information from its attorney as to the status of a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- a. Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas.
- b. 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.
- c. Shana Elliott and Lawrence Kalke v. City of College Station, et al., Cause No. 22-001122-CV-85, in the 85th District Court, Brazos County, Texas.
- d. City of College Station v. 47 Oaks, LLC, Cause No. 626-CC, in the County Court at Law No. 2 of Brazos County, Texas.
- e. SOAH Docket No. 473-22-2464 and PUC Docket No. 52728 – Application of the City of College Station to Change Rates for Wholesale Transmission Services.
- f. Cynthia Hopkins & Geoffrey Hopkins v. City of College Station, Cause No. 23-002880-CV-85 in the 85th District Court, Brazos County Texas.
- g. CBL & Associates Management, Inc. v. City of College Station, Cause No. 23-003159-CV-85 In The 85th District Court, Brazos County Texas.
- h. City of College Station v. POM-College Station, LLC and Wells Fargo Bank, National

Association, Cause No. 628-CC, in the County Court at Law No. 1 of Brazos County, Texas.

i. City of College Station v. Clarke and Wyndham, Inc., Real Alchemy, L.P., Real Alchemy 1, L.P., JPJ Investments, a Texas General Partnership, Cause No. 629-CC, in the County Court at Law No. 1 of Brazos County, Texas.

2.2. Personnel {Gov't Code Section 551.074};

Possible action. The City Council may deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer. After executive session discussion, any final action or vote taken will be in public. The following public officer(s) may be discussed:

- a. Construction Board of Adjustments
- b. Planning and Zoning Commission
- c. Zoning Board of Adjustments
- d. City Secretary
- e. City Manager
- f. Council Self Evaluation (Mayor Pro Tempore)

3. The Open Meeting will Reconvene No Earlier than 6:00 PM from Executive Session and City Council will take action, if any.

4. Pledge of Allegiance, Invocation, and Consider Absence Request.

Speaker Protocol

An individual who desires to address the City Council regarding any agenda item other than those items posted for Executive Session must register with the City Secretary two (2) hours before the meeting being called to order. Individuals shall register to speak or provide written comments at <https://forms.cstx.gov/Forms/CSCouncil> or provide a name and phone number by calling 979-764-3500. Upon being called to speak an individual must state their name and city of residence, including the state of residence if the city is located out of state. Speakers are encouraged to identify their College Station neighborhood or geographic location. Please do not carry purses, briefcases, backpacks, liquids, foods or any other object other than papers or personal electronic communication devices to the lectern, nor advance past the lectern unless you are invited to do so. Comments should not personally attack other speakers, Council or staff. Each speaker's remarks are limited to three (3) minutes. Any speaker addressing the Council using a translator may speak for six (6) minutes. The speaker's microphone will mute when the allotted time expires and the speaker must leave the podium.

5. Hear Visitors.

During Hear Visitors an individual may address the City Council on any item which does not appear on the posted agenda. 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 concern shall be directed to the City Manager.

6. Consent Agenda.

Presentation, discussion, and possible action on consent items which consist of ministerial or "housekeeping" items as allowed by law. A Councilmember may request additional information at this time. Any Councilmember may remove an item from Consent for discussion or a separate vote.

6.1. Presentation, discussion, and possible action of minutes for:

- January 11, 2024 Council Meeting

Sponsors: Tanya Smith

Attachments: 1. CCM011124 Minutes

- 6.2. Presentation, discussion, and possible action on a resolution adopting fees, rates and charges as provided by Chapter 2 "Administration", Article V "Finance" Division 2 "Fees, Rates and Charges" of the Code of Ordinances, City of College Station, Texas.

Sponsors: Mary Ellen Leonard

Attachments: 1. FY 23-24 Fee Resolution -Spring 1-25-24

- 6.3. Presentation, discussion, and possible action on bid awards to KBS Electrical Distributors not to exceed \$300,065 and Techline, Inc. not to exceed \$1,557,218.06 for annual price agreements for electric warehouse inventory items not to exceed \$1,857,283.06.

Sponsors: Mary Ellen Leonard

Attachments: 1. ITB-24-019 Tabulation

- 6.4. Presentation, discussion, and possible action regarding an ordinance amending Chapter 38 "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1008 "Traffic Schedule VIII, No Right Turn and No Left Turn," of the Code of Ordinances of the City of College Station, to prohibit commercial trucks from turning westbound onto Holleman Drive from Wellborn Road.

Sponsors: Emily Fisher

Attachments: 1. Sign Placement Exhibit
2. Ordinance

- 6.5. Presentation, discussion, and possible action on amending the Code of Ordinances, Chapter 2 "Administration", Article V "Finance", Division 2. "Fees, Rates and Charges", by adding Section 2-123 "City Facility Use Fees" related to the establishment of fees for public use of the Visitor Center and other City facilities.

Sponsors: Mary Ellen Leonard

Attachments: 1. Ord Amend CH 2 Admin Sec 2-123 City Facility Use Fees

- 6.6. Presentation, discussion, and possible action regarding an ordinance amending Chapter 38 "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time," of the Code of Ordinances of the City of College Station, Texas, by removing parking on the southwest side of Dakota Lane from Buena Vista to Alamosa Street and reinstating parking on the northeast side of Dakota Lane from Alamosa Street to Buena Vista.

Sponsors: Jason Schubert

Attachments: 1. Ordinance
2. No Parking Exhibit
3. Aerial

- 6.7. Presentation, discussion, and possible action regarding a Resolution supporting the submission of a grant application to Texas Parks and Wildlife Department for the Spring Creek trail project to extend it from its current terminus behind the SoCo at Tower Point Apartments to Southern Oaks Park at Alexandria Avenue.

Sponsors: Jason Schubert

Attachments: 1. Resolution
2. Project Site Map

7. Workshop Items.

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

Sponsors: Tanya Smith

Attachments: None

8. Regular Agenda.

- 8.1. Public Hearing, presentation, discussion, and possible action on Budget Amendment 1 amending Ordinance No. 2023-4457 that amends the 2023-2024 Fiscal Year Budget in the amount of \$13,570,548.

Sponsors: Mary Ellen Leonard

Attachments:

1. FY24 Budget Amendment #1 Ordinance
2. FY24 Budget Amendment #1 Ordinance (with CMO CDBG Language Changes)
3. FY24 Encumbrance Roll Summary

- 8.2. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 2 "Development Review Bodies," Article 3 "Development Review Procedures," and Article 8 "Subdivision Design and Improvements" of the Code of Ordinances of the City of College Station, Texas, regarding the delegation of non-discretionary plat approval to the Administrator.

Sponsors: Molly Hitchcock

Attachments:

1. Ordinance
2. Article 2 redlines
3. Article 3 redlines
4. Article 8 redlines

- 8.3. Public Hearing, presentation, discussion, and possible action 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 changing the zoning district boundary from RS Restricted Suburban to PDD Planned Development District on approximately 249 acres of land located between Diamondback Drive and Greens Prairie Road.

Sponsors: Jesse Dimeolo

Attachments:

1. Ordinance
2. Vicinity Map, Aerial, and Small Area Map
3. Rezoning Exhibit
4. Concept Plan
5. Background Information
6. Applicants Supporting Information
7. Waiver List and Community Benefits

- 8.4. Public Hearing, presentation, discussion, and possible action 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 changing the zoning district boundary from PDD Planned Development District to PDD Planned Development District to amend the Concept Plan for approximately 19.74 acres located at 525 William D Fitch Parkway, generally located along William D Fitch Parkway, east of Victoria Avenue.

Sponsors: Robin Macias

Attachments:

1. Ordinance
2. Vicinity Map, Aerial, and Small Area Map
3. Background Information
4. Existing Concept Plan
5. Proposed Concept Plan

- 8.5. Public Hearing, presentation, discussion, and possible action 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 changing the zoning district boundary from GS General Suburban to MH Middle Housing and HOO High Occupancy Overlay for approximately 1.05 acres being Lots 5-1R to 5-5R of the D.A. Smith Subdivision and generally located along Avenue A.

Sponsors: Matthew Ellis

- Attachments:
1. Ordinance
 2. Vicinity Map, Aerial, and Small Area Map
 3. Background Information
 4. Future Land Use Map
 5. Rezoning Map

- 8.6. Presentation, discussion, and possible action regarding a Community Development Block Grant funding agreement in the amount not to exceed \$406,400 with Elder Aid for the acquisition and rehabilitation of a duplex located at 1032 Navarro.

Sponsors:

- Attachments:
1. CDBG Funding Agreement - Elder Aid 1032 Navarro
 2. 1032 Navarro Site Map

- 8.7. Presentation, discussion, and possible action on a design contract with Martinez Architects, LP. in the amount of \$925,000 for design services for the Fire Station 7 Project.

Sponsors: Jennifer Cain

- Attachments:
1. Project Location Map Fire Station #7
 2. Fire Station #7 Design Contract Vendor Signed

- 8.8. Presentation, discussion, and possible action regarding appointments to the following boards, committees and commissions:

- Planning and Zoning Commission
- Construction Board of Adjustments
- Zoning Board of Adjustment
- Bicycle, Pedestrian, & Greenway Advisory Board
- Historic Preservation Committee
- Parks and Recreation Board

Sponsors: Tanya Smith

Attachments: None

9. Council Calendar - Council May Discuss Upcoming Events.

10. Items of Community Interest.

The Council may receive reports from a Council Member or City Staff about items of community interest for which notice has not been given, including: expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognitions of a public official, public employee, or other citizen; reminders of upcoming events organized or sponsored by the City of College Station; information about a social, ceremonial or community event organized or sponsored by an entity other than the City of College Station that is scheduled to be attended by a Council Member, another city official or staff of the City of College Station; and announcements involving an imminent threat to

the public health and safety of people in the City of College Station that has arisen after the posting of the agenda.

11. Council Reports on Committees, Boards, and Commissions.

A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

12. Future Agenda Items and Review of Standing List of Council Generated Future Agenda Items.

A Council Member may make a request to City Council to place an item for which no notice has been given on a future agenda or may inquire about the status of an item on the standing list of council generated future agenda items. A Council Member's or City Staff's response to the request or inquiry will be limited to a statement of specific factual information related to the request or inquiry or the recitation of existing policy in response to the request or inquiry. Any deliberation of or decision about the subject of a request will be limited to a proposal to place the subject on the agenda for a subsequent meeting.

13. Adjourn.

The City council may adjourn into Executive Session to consider any item listed on the agenda if a matter is raised that is appropriate for Executive Session discussion.

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on January 22, 2024 at 10:00 a.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."

January 25, 2024
Item No. 6.1.
Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action of minutes for:
• January 11, 2024 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. CCM011124 Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
JANUARY 11, 2024

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

John Nichols, Mayor

Council:

Mark Smith
William Wright
Linda Harvell
Elizabeth Cunha
Bob Yancy
Dennis Maloney

City Staff:

Bryan Woods, City Manager
Jeff Capps, Deputy City Manager
Adam Falco, City Attorney
Leslie Whitten, Deputy City Attorney
Ian Whittenton, Deputy City Secretary
Kim Dickey, Records Management Administrator

1. Call to Order and Announce a Quorum is Present.

With a quorum present, the meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 4:01 p.m. on January 11, 2024, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session Agenda.

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, and §551.074-Personnel, and the College Station City Council convened into Executive Session at 3:45 p.m. on January 11, 2024, to continue discussing matters pertaining to:

2.1. 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; and
- Shana Elliott and Lawrence Kalke v. City of College Station, et al., Cause No. 22-001122-CV-85, in the 85th District Court, Brazos County, Texas; and

- City of College Station v. 47 Oaks, LLC, Cause No. 626-CC, in the County Court at Law No. 2 of Brazos County, Texas; and
- SOAH Docket No. 473-22-2464 and PUC Docket No. 52728 – Application of the City of College Station to Change Rates for Wholesale Transmission Services; and
- Cynthia Hopkins & Geoffry Hopkins v. City of College Station, Cause No. 23-002880-CV-85 in the 85th District Court, Brazos County Texas.
- CBL & Associates Management, Inc. v. City of College Station, Cause No. 23-003159-CV-85 In The 85th District Court, Brazos County Texas.
- Legal City of College Station v. POM-College Station, LLC and Wells Fargo Bank, National Association, Cause No. 628-CC, in the County Court at Law No. 1 of Brazos County, Texas.
- City of College Station v. Clarke and Wyndham, Inc., Real Alchemy, L.P., Real Alchemy 1, L.P., JPJ Investments, a Texas General Partnership, Cause No. 629-CC, in the County Court at Law No. 1 of Brazos County, Texas.
- Legal advice regarding an EEOC Title VII claim for discrimination.

2.2. Deliberation on the purchase, exchange, lease, or value of real property; to wit:

- Approximately 11.4 acres of land generally located at the corner of Gateway and Lakeway in the College Station Business Center.
- Property generally located in the area of FM 60, Boyett Street, Church Ave. and College Main Street.
- Approximately 28 acres of land generally located at Midtown Drive and Corporate Pkwy in the Midtown Business Park.

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

- City Secretary
- City Manager
- Council Self-Evaluation

3. The Open Meeting Will Reconvene No Earlier than 6:00 PM from Executive Session and City Council will take action, if any.

Executive Session recessed at 6:30 p.m. No action was taken.

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

5. Hear Visitors Comments.

No one signed up to speak.

6. CONSENT ITEMS

Presentation, discussion, and possible action on consent items which consist of ministerial, or "housekeeping" items as allowed by law: A Councilmember may request additional information at this time. Any Councilmember may remove an item from the Consent Agenda for a separate vote.

6.1. Presentation, discussion, and possible action of minutes for:

- **December 11, 2023, Council Meeting**

6.2. Presentation, discussion, and possible action regarding an annual blanket purchase order for purchasing repair parts and repair labor for fire trucks from Lonestar Freightliner Group, LLC through the BuyBoard Purchasing Cooperative with an estimated annual expenditure of \$200,000.

6.3. Presentation, discussion, and possible action on a final deductive change order with JaCody Construction, LP, for \$100,013.05 on the 1207 Texas Avenue Renovation Project.

6.4. Presentation, discussion, and possible action on the purchase of video storage security servers from Avinext in the amount of \$160,890.56.

6.5. Presentation, discussion, and possible action on a technology services contract with Computer Solutions for Cisco phone licensing not to exceed \$140,729.04.

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

7. WORKSHOP ITEMS

7.1. Presentation, discussion, and possible action on the operation of and services provided by CSU Electric.

Tom Jordan, Electric Operational Technology Superintendent, presented a video which provided an overview of the services provided to the community by College Station Utilities. The chain of power distribution from generating station, power transformers, transmission lines, substation transformer, distribution lines, and final customer was described. It was explained that the city maintains 20 miles of transmission and 510 miles of distribution lines in addition to 8 substations, maintaining street lights, while also engaging in beautification projects on major roadways resulting in a system that is 61% underground. The utility also engages customers in conservation efforts and rebates for energy saving products. In 2021 an advanced metering infrastructure system was completed which allows for better monitoring and control over the system. The average outage time per customer in 2023 was 48 minutes for the year and most outages were caused by wildlife.

8. REGULAR ITEMS

8.1. Public Hearing, presentation, discussion, and possible action to consider a Conditional Use Permit for a Wireless Telecommunications Facility encompassing 1,778 square feet of the Century Hill Development Lot 15 on approximately 5.5 acres, generally located at 1593 Sebesta Road.

Robin Macias, Planning and Development, stated that this request is for a Conditional Use Permit for the use of a 97-foot wireless telecommunications facility. The tower is proposed to locate on the 5.5-acre lot along Sebesta Road. The tower will be leasing approximately 1,778 square feet on the northwest corner of the lot. The property is currently developed as a pool supply company and is currently zoned M-1 Light Industrial.

The Planning and Zoning Commission heard this item at the December 7, 2023 meeting and unanimously recommended approval with a recommendation for the applicant to meet with the adjacent property owner.

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

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

MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember Wright, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2024-4490, approving a Conditional Use Permit for a Wireless Telecommunications Facility encompassing 1,778 square feet of the Century Hill Development Lot 15 on approximately 5.5 acres, generally located at 1593 Sebesta Road. The motion carried unanimously.

8.2. Public Hearing, presentation, discussion, and possible action regarding an ordinance abandoning two public utility easements located in Lots 1, 2, 5, And 6, Block 10, W. C. Boyett Estate Partition, according to the plat recorded in Volume 100, Page 440 of the Deed Records of Brazos County, Texas and being the same public utility easements described in Volume 13764, Page 29 and Volume 14277, Page 128 of the Official Public Records of Brazos County, Texas.

Parker Mathews, Planning and Development, stated that the two public utility easement abandonments are being requested by the applicant as a desire to develop a mixed-use building on this property. The originally dedicated easement was used for sanitary sewer but is no longer needed.

At approximately 7:00 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 7:00 p.m.

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Yancy, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2024-449, approving abandoning of two public utility easements located in Lots 1, 2, 5, And 6, Block 10, W. C. Boyett Estate Partition, according to the plat recorded in Volume 100, Page 440 of the Deed Records of Brazos County, Texas and being the same public utility easements described in Volume 13764, Page 29 and Volume 14277, Page 128 of the Official Public Records of Brazos County, Texas. The motion carried unanimously.

8.3. Presentation, discussion, and possible action regarding the appointment of Councilmembers to boards and commissions.

Ian Whittenton, City Secretary's Office, stated that this item is for the appointment of Councilmembers to committees, boards, and commissions.

- Arts Council (3-year term): Councilmember Cunha
- Audit Committee (2-year term): Councilmember Harvell
- BioCorridor Board (2-year term): Councilmember Harvell
- Brazos County Health Board (2-year term): Councilmember Harvell
- Budget and Finance Committee (1-year term): Mayor Nichols, Councilmembers Cunha and Maloney
- BV Economic Development Corporation (3-year term): Mayor Nichols and Councilmember Maloney

- Brazos Valley Solid Waste Management Agency Board of Directors (3-year term): Councilmember Smith
- College Station History Sub-Committee (1-year term): Councilmembers Harvell, Wright, and Maloney
- Compensation and Benefits (1-year term): Mayor Nichols, Councilmembers Yancy and Smith
- Economic Development (1-year term): Mayor Nichols, Councilmembers Yancy and Wright
- Transportation and Mobility (1-year term): Councilmembers Cunha (BPG Chair), Smith, and Harvell (Chairperson)

MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember Smith, the City Council voted seven (7) for and none (0) opposed, to approve the appointments of Councilmembers to boards and commissions stated above. The motion carried unanimously.

8.4. Presentation, discussion, and possible action regarding appointments to the following boards, committees and commissions:

- Aggieland Humane Society: Dianne Marlow and Jim Bob Arnold, Assistant Police Chief
- Architectural Advisory Committee: Joe Fix
- Audit Committee: Nicolo LoGalbo
- B/CS Library Board: Sharron Lynne Rosedahl, Janice Epstein
- CDBG Public Service Review Committee: Shawn Dunham, Danny Alan Wiseman
- Design Review Board (Position B): William McKinney, Dr. Ivan Rusyn
- Spring Creek Local Government Corporation will be brought back at a future meeting.

MOTION: Upon a motion made by Harvell and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, to approve the appointments of citizens to committees, boards, and commissions stated above. The motion carried unanimously.

11. Council Calendar

Council reviewed the calendar.

12. Items of Community Interest: The Council may receive reports from a Council Member or City Staff about items of community interest for which notice has not been given, including: expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognitions of a public official, public employee, or other citizen; reminders of upcoming events organized or sponsored by the City of College Station; information about a social, ceremonial or community event organized or sponsored by an entity other than the City of College Station that is scheduled to be attended by a Council Member, another city official or staff of the City of College Station; and announcements involving an imminent threat to the public health and safety of people in the City of College Station that has arisen after the posting of the agenda.

Councilmember Maloney reported on seeing a short film on the history of College Station produced by the Public Communications Department.

Mayor Nichols recognized the passing of Linda Carol Halter, the wife of former Mayor Gary Halter.

Mayor Nichols also recognized the passing of Marvin Tate, a former Mayor of the City of Bryan who

has been a College Station resident for over a decade.

13. Council Reports on Committees, Boards, and Commission: A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

Councilmember Cunha reported on the Arts Council.

14. Future Agenda Items and Review of Standing List of Council Generated Future Agenda Items: A Council Member may make a request to City Council to place an item for which no notice has been given on a future agenda or may inquire about the status of an item on the standing list of council generated future agenda items. A Council Member's or City Staff's response to the request or inquiry will be limited to a statement of specific factual information related to the request or inquiry or the recitation of existing policy in response to the request or inquiry. Any deliberation of or decision about the subject of a request will be limited to a proposal to place the subject on the agenda for a subsequent meeting.

Mayor Nichols made note that the requested future agenda item on Amazon Prime Air operations has been moved to February 22nd.

15. Adjournment.

There being no further business, Mayor Nichols adjourned the meeting of the City Council at 7:29 p.m. on Thursday, January 11, 2024.

John P. Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

January 25, 2024
Item No. 6.2.
Fee Resolution

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a resolution adopting fees, rates and charges as provided by Chapter 2 “Administration”, Article V “Finance” Division 2 “Fees, Rates and Charges” of the Code of Ordinances, City of College Station, Texas.

Relationship to Strategic Goals:

Good Governance
Financial Sustainability
Core Services & Infrastructure
Neighborhood Integrity
Diverse & Growing Economy
Improving Mobility
Sustainable City

Recommendation(s): Staff recommends the City Council approval of the resolution to update the certain fees for Fiscal Year 2024.

Summary: All fees, rates and charges in the Code of Ordinances are adopted by resolution of the City Council as provided in Sec. 2-117 of the Code. On August 24, 2023, the Fiscal Year 2024 was adopted by Council. However, the state legislature required a change to the calculation related to certain planning and development fees. This resolution is to amend the fee ordinance to update the affected fees for Fiscal Year 2024 as well as to add the rental fees for the Visitor Center facility.

Budget & Financial Summary: This change will not impact the budget.

Attachments:

1. FY 23-24 Fee Resolution -Spring 1-25-24

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS (CITY), ESTABLISHING THE FEES, RATES AND CHARGES AS AUTHORIZED IN CHAPTER 2 “ADMINISTRATION”, ART. V. “FINANCE”, DIV. 2 “FEES, RATES AND CHARGES” OF THE CODE OF ORDINANCES; AND REPEALING PRIOR FEES, RATES AND CHARGES FOUND RESOLUTIONS AND AMENDMENTS AND REPEALING PRIOR RESOLUTIONS AND AMENDMENTS ESTABLISHING ANY FEES, RATES OR CHARGES.

WHEREAS, the Code of Ordinances, City of College Station, Texas contains substantially all ordinances compiled, adopted and approved by the College Station City Council; and

WHEREAS, Chapter 2 “Administration”, Art. V. “Finance”, Div. 2 “Fees, Rates and Charges” of the Code of Ordinances, City of College Station, Texas requires all fees, rates and charges be adopted by resolution; now therefore,

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

PART 1: That the City Council has approved, authorized and established the fees, rates and charges as provided by Chapter 2 “Administration”, Art. V. “Finance”, Div. 2 “Fees, Rates and Charges” of the Code of Ordinances, City of College Station, Texas, and as shown in **Exhibit A, “Fees, Rates and Charges”**.

PART 2: That reference to a Chapter, Article, Division or Section in **Exhibit A, “Fees, Rates and Charges”** shall be considered a reference to the same Chapter, Article, Division or Section from the Code of Ordinances, City of College Station, Texas.

PART 3: That the City Council hereby repeals all prior resolutions and amendments establishing any fees, rates or charges as are established in **Exhibit A, “Fees, Rates and Charges”**.

PART 4: That this resolution shall become effective immediately after passage and approval.

ADOPTED this 25th day of January, 2024.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A
FEES, RATES AND CHARGES

CHAPTER 2: ADMINISTRATION

1. Article V. Finance

Division 2. Fees, Rates and Charges

a. Sec. 2-118. Service fees.

i. Service fees established.

- 1. The fee for a payment by a card for a fee, fine, court cost, or other charge shall be set as \$3.00 per transaction.**
- 2. Returned check fee to pay any amount - \$25.00**
- 3. Credit Card Charge Back Fee - \$25.00**
- 4. Notary Public fee per document - \$6.00**

b. Sec. 2-119. Police Department Services.

- i. Police Escorts. \$50.00 per hour per each officer.**
- ii. Livestock Permit Fee. – \$35.00**

c. Sec. 2-120. Fire Department Services

- i. Requests for incident reports prepared by the Fire Department.**
- ii. Mileage charges for Fire Department services outside the City limits will be in accordance with the IRS Standard Mileage Rates and may change from time to time. All tests conducted outside the city limits shall be charged at this rate times 1.5 plus mileage plus \$20.00 for travel time.**
- iii. Fire Department inspections of day care centers. - \$50.00**
- iv. Fire Department inspections of foster homes. - \$30.00**
- v. Fire Department inspections of nursing home facilities. - \$150.00**
- vi. Fire Department inspections of health care facilities. - \$150.00**
- vii. Alternative Fire Suppression Systems - \$100**
- viii. Addition of a controlled access system tested that are tied into the fire alarm systems - \$100**
- ix. Fire Department inspections of automatic fire alarm systems. \$100.00 for up to 25 devices. Additional devices after are \$2.00 per device. Any additional inspections are \$75.00 per hour with a 2-hour minimum paid in advance. Multi-story buildings floors 1-4 are included. Any additional floors above 4 are permitted per floor. Multi-building complexes will be permitted per building up to 4 floors.**
- x. Fire Department testing of underground fire lines. - \$150.00**
- xi. Fuel tank testing performed by the Fire Department. - \$100.00**
- xii. Fuel line leak testing performed by the Fire Department. - \$100.00**
- xiii. Fire sprinkler system testing performed by the Fire Department. \$125.00 for up to 100 heads. Additional heads after 100 are \$1.00 per head. Any additional inspection on the same system is \$125.00 per inspection. Multi-story buildings floors 1-4 are included. Any additional floors above 4 are permitted per floor. Multi-building complexes are permitted per building up to 4 floors.**

- xiv. Fire Department inspections of a hospital- **\$250.00**
- xv. Annual life safety inspections, after the second re-inspection a **\$150** re-inspection fee will be assessed on each inspection thereafter.
- xvi. Fire Department Burn Permit Fee – Ten Day Commercial Burn Permit **\$500.00** and Ten Day Residential Burn Permit - **\$50.00**
- xvii. Fire Department after hours (after hours means anytime other than Monday – Friday 8 AM – 5 PM) inspection - **\$75.00 per hour, per inspector with a two-hour minimum charge.**
- xviii. Fire Department Stand by for special events **\$50 per hour per person (2 person minimum)**
- xix. The provision of emergency medical services basic life support (BLS) with transportation. - **\$1,200.00** base fee plus **\$19.00** per loaded mile
- xx. The provision of emergency medical services advanced life support (ALS1) with transportation. - **\$1,400.00** base fee plus **\$19.00** per loaded mile
- xxi. The provision of emergency medical services advanced life support, level 2 (ALS2) with transportation. - **\$1,650.00** base fee plus **\$19.00** per loaded mile
- xxii. The provision of emergency medical services specialty care transport (SCT) from one medical facility to another medical facility. - **\$1,700.00** base fee plus **\$19.00** per loaded mile
- xxiii. The provision of fire and emergency medical services for non-residents without transportation. - **\$250.00**
- xxiv. Administrative fees and reimbursement fees for supplies and medications.
 - 1. The provision of BLS, ALS1 or ALS2 services with transportation when oxygen is used shall be charged a **\$130.00** supply fee to cover oxygen costs.
 - 2. The provision of BLS services with transportation shall be charged a **\$200.00** supply fee to cover single patient use items.
 - 3. The provision of ALS1 or ALS2 services with transportation shall be charged a **\$400.00** supply fee to cover single patient use items.
- xxv. Hazardous Materials incidents
 - 1. Level I response - Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up, and command.
\$300 per hour with a 1-hour minimum plus consumables at market value.
 - 2. Level II response - Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decontamination center. **\$600** per hour with a 2-hour minimum plus consumables at market value.
- xxvi. Mobile Food Vendor Permit. -**\$100.00**
- xxvii. Hot Work Permit. - **\$100.00**
- xxviii. Emergency Access Gate Permit. -**\$50.00**

d. Sec. 2-122. Planning and Development Services Department.

The development application and permit fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics. Index adjustments cannot fall below zero.

i. Building permit fees for structures requiring a building permit:

**1. Building Permit Fee Schedule
RESIDENTIAL**

Single-Family or Duplex Permits	
Permit Types	Permit Fee
New Single-Family or Duplex Building	\$0.70 per square foot
Accessory: Living Quarters or Pool House	\$0.70 per square foot; \$119 minimum
Accessory: All Other	\$0.52 per square foot; \$59 minimum
Mechanical Change-Outs	\$90
Mechanical Permit	\$51 minimum for the first 1,000 square feet of building area plus \$0.03 per square foot over 1,000 square feet
Remodel or Addition	\$0.70 per square foot; \$119 minimum
Re-Roof	\$89

Multi-Family Permits	
Permit Types	Permit Fee
New Multi-Family Building	\$0.43 per square foot
Accessory: All Other	\$0.52 per square foot; \$59 minimum
Mechanical Change-Outs	\$90
Mechanical Permit	\$51 minimum for the first 1,000 square feet of building area plus \$0.03 per square foot over 1,000 square feet
Remodel or Addition	\$0.43 per square foot; \$119 minimum
Re-Roof	\$178

COMMERCIAL PERMITS

Commercial Permit Types	Permit Fee
New Commercial Building	<u>Permit Fee Schedule</u>
Remodel, Addition, or Accessory	<u>Permit Fee Schedule</u>
Mechanical and Mechanical Change-Outs	\$38 minimum for the first \$1,000 valuation, plus \$6.30 for each additional \$1,000 valuation, or fraction thereof
Mechanical Vent Hood	\$89
Mechanical Walk-In Cooler	\$89
Re-Roof Permit	\$178
Window Replacements	<u>Permit Fee Schedule</u> \$119 Minimum

PERMIT FEE SCHEDULE

Estimated Building Construction Valuation	Permit Fee
\$0 to \$50,000	\$38 for the first \$1,000 valuation plus \$6.30 for each additional \$1,000 valuation, or fraction thereof, up to \$50,000 valuation
\$50,001 to \$100,000	\$347 for the first \$50,000 valuation plus \$5.05 for each additional \$1,000 valuation, or fraction thereof, up to \$100,000 valuation
\$100,001 to \$500,000	\$600 for the first \$100,000 valuation plus \$3.75 for each additional \$1,000 valuation, or fraction thereof, up to \$500,000 valuation
\$500,001 and up	\$2,116 for the first \$500,000 valuation plus \$2.55 for each additional \$1,000 valuation thereafter

MISCELLANEOUS PERMITS

Banner Permit	\$265
Construction Board of Adjustments	\$644
Contractor Registration	\$76
Demolition Permit	\$63
Driveway Permit	\$63
Electrical Permit	\$51 minimum for the first 1,000 square feet of building area plus \$0.03 per square foot over 1,000 square feet

Electrical Repair or Alteration	\$51
Inspections After Hours (anytime other than M-F, 8-5)	\$93
Irrigation Permit	\$38
Location Permit	\$63
Moving Permit	\$126

Plumbing Permit Base Fee	\$38
Plumbing Fixtures (includes sinks, lavatories, water heaters, tubs, showers, urinals, water closets, bidets, drinking fountains, floor drains, dishwashers, oil/sand traps, link traps, grease traps, machines, etc.)	\$6.30
Sewer Line (new or replacement)	\$6.30
Water Line (new or replacement)	\$6.30
Plumbing Gas Permit Base Fee	\$38
Gas Piping (up to four gas outlets)	\$6.30
Gas Piping (each gas outlet over four)	\$1.25
Pool Permit	<u>Permit Fee Schedule</u>
Portable Storage Container Permit	\$63
Reinspection (applies to all inspections)	\$124
Sign Permit (includes Grand Opening; excludes <u>Banners</u>)	\$192
Solar Panels – Residential	\$652
Solar Panels – Commercial	\$771
Tank Permit (fuel and water tanks, fuel dispensing systems)	<u>Permit Fee Schedule</u>
Temporary Power Pole: College Station Utilities (includes connection)	\$95
Temporary Power Pole: Bryan Texas Utilities	\$38
Temporary Power Pole: Entergy	\$38
Tent Permit	<u>Permit Fee Schedule</u>
Window Replacements (Residential)	\$119

**Planning and Development Services Fees
as Authorized by Appendix A-12-3.2- C-3.**

Abandonment – Easement or ROW	\$947
Administrative Adjustment	\$126
Alternative Parking Plan	\$126
Comprehensive Plan Amendment	\$1,566
Conditional Use Permit	\$1,566
Design Review Board	\$480
Development Permit/Public Infrastructure Review and Inspection Fee	\$741.17 minimum + below
Water	\$172.25 per 100 Linear Feet
Sewer	\$134.93 per 100 Linear Feet
Storm	\$154.06 per 100 Linear Feet
Street	\$536.83 per 100 Linear Feet
Sidewalk	\$307.17 per 100 Linear Feet
Lift Station Review and Inspection	\$3,105.84
Final Plat or Development Plat	\$1,250
Final plat (minor or amending)	\$947
Waiver or Variance – Subdivision Regulations	\$316
Non-Residential Architectural (NRA)	\$480
Preliminary Plan	\$1,250
Reinspection (applies to all inspection types)	\$124
Rezoning (Including PDD and P-MUD)	\$1,566
PDD Amendment - P&Z and Council Review	\$429
PDD Amendment - Staff Review Only	\$240
Site Plan	\$1,250
Minor Site Plan	\$480
Written Interpretation	\$152
Zoning Board of Adjustment	\$480
Zoning Letter	\$126

e. Sec. 2-123. City Facility Use Fees

The fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics. Index adjustments cannot fall below zero.

- a.** The City Manager may set the fees, rates, or charges to use any City Facility that is not covered by the Code of Ordinances.

b. 1207 Visitor Center and Event Space user fees, rates, and charges.

User Fee up to 4 hours	\$2,000
User Fee up to 8 hours	\$3,000
Refundable Security Deposit	50% of applicable User Fee
Event Ticket Sales	10% of gross ticket sales
Use of City Staff for Set-Up, Take Down, Clean-up or Security,	Applicable fully loaded direct costs for personnel utilized for actual time incurred

**FEES, CHARGES AND RATES NOT LISTED IN FINANCE SECTION OF CODE OF
ORDINANCES:**

CHAPTER 6: ANIMALS

1. Article I. In General

a. Sec. 6-116(1). Requirements for owner of a dangerous dog.

- i.** Registration. Register the dangerous dog with the Animal Control Authority and pay an annual registration fee of **\$500.00** for the first year and a **\$250.00** re-registration fee thereafter unless such dog has violated one or more provisions of this chapter during the previous year, in which case an annual renewal registration fee of **\$500.00** shall be assessed as established in Section 2-117.

b. Sec. 6-150(c). Rabbits.

- i.** Permit requirements. The following is required to be issued a permit for keeping of rabbits in a single-family residential zone: payment of a fee as may be established in Section 2-117. - **\$35.00**

c. Sec. 6-151(c). Ferrets.

- i.** Permit requirements. The following is required to be issued a permit for ferrets: payment of a fee as may be established in Section 2-117. - **\$35.00**

CHAPTER 8: BUSINESSES

1. Article III. Credit Access Businesses

Division 2. Registration

a. Sec. 8-81. Required.

- i. A person commits an offense if the person acts, operates, or conducts businesses as a credit access business without a valid certificate of registration. A certificate of registration is required for each physically separate credit access business. A fee of **\$50.00**, which may be amended from time to time by resolution or ordinance is established for each physically separate credit access business within the City limits.

2. Article IV. Gravediggers

Division 2. License

a. Sec. 8-145. Gravediggers.

- i. A person who seeks a license hereunder shall apply to the City Secretary on a form furnished for such purpose. Upon meeting the qualifications and requirements of this division, such person shall be issued a license by the City Secretary. Each new applicant shall pay an application fee of **\$100.00**. Each licensee must pay a yearly renewal fee of **\$25.00**. All yearly fees and proof of insurance are due by March 15. A license shall be effective for a period of one year from the date of issuance or until the set renewal date of March 15.

3. Article V. Home Solicitation

Division 2. Home Solicitor Registration

a. Sec. 8-210(b). Application; fee; expiration; non-transferability; material changes.

- i. Application filed under this section must be accompanied by a nonrefundable registration fee of **\$50.00**.
- ii. Renewal Application filed under this section must be accompanied by a nonrefundable registration fee of **\$25.00**.
- iii. Identification badge fee - **\$10.00**.

b. Sec. 8-211(d). Issuance, denial, and display of registration; identification badge.

- i. If a City-issued home solicitor's identification badge is lost, mutilated, or destroyed, the City Manager or designee shall issue the registrant a duplicate identification badge upon payment of a **\$10.00** duplicate badge fee.

Division 3. Itinerant Vendor Permit

a. Sec. 8-235(d). Required; application.

- ii. An application for an I-Vendor permit shall be accompanied by a fee of **\$63.00**

4. Article VI. Carnivals, Circuses, Menageries, Sideshows, Concessions, and Special Events
Division 2. Permit

a. Sec. 8-296. Fees.

- i. Application. The applicant shall pay a nonrefundable application fee established in Section 2-117 upon submission of an application to the City. The application fee may be waived for a nonprofit association holding an event. The application fee shall not be waived for any event involving alcohol sales and/or consumption.
- **\$253.00**
- ii. Re-inspection fee. If the event is not operated on consecutive calendar days, the City shall re-inspect the premises as provided herein. A re-inspection fee of **\$63.00** shall be paid by the applicant to the City to cover the cost of each re-inspection.

5. Article VII. Secondhand Dealers
Division 2. Permit

a. Sec. 8-361(a). Issuance, fee.

- i. Upon receipt of the application, the City Accounts Receivable Fiscal Services Department shall issue a permit upon the payment of a fee established by the City Council in Section 2-117; provided, however, no permit shall be issued to any applicant who has been found guilty of a criminal offense against property defined in Texas Penal Code title 7 (Texas Penal Code ch. 28 et seq.) by a court of competent jurisdiction within the preceding five years. Permits issued hereunder shall be valid for a period of one year from the date of issuance thereof.

6. Article VIII. Mobile Food Vendors
Division 2. Permit

a. Sec. 8-418. Permit fee.

- i. The application fee for a mobile food vendor permit shall be **\$632.00**. Each mobile food vendor unit shall be permitted separately. Mobile food vendor permits shall be valid for one year from the date of permit issuance.
- ii. Upon renewal, the applicant must provide a new complete application, payment of a **\$316.00** renewal fee, and new permitting documentation. The applicant must submit the application and renewal fee within 30 days after expiration of the permit or must reapply as a new applicant.
- iii. The application fee for a concession cart shall be **\$316.00** for initial application, and a renewal fee of **\$126.00**

7. Article IX. Northgate Outdoor Dining and Entertainment
Division 2. Permit

a. Sec. 8-475. Application fee.

- i.** Applicants for peak period must pay a non-refundable permit application fee of **\$442.00** plus **\$2.55** per square foot of permitted area when the original permit application is submitted to the City and a non-refundable permit application fee of **\$221.00** plus **\$2.55** per square foot of permitted area for an annual renewal. Non-peak period only permits shall not be assessed a permit fee.

b. Sec. 8-476(b). Amended Application.

- i.** The applicant must pay a non-refundable amended permit application fee of **\$221.00 plus \$2.55 per square foot** when the amended permit application is submitted to the City.

8. Article XI. Taxicabs
Division 2. Service License

a. Sec. 8-588(c). Application.

- i.** Each application shall be accompanied by a non-refundable license fee of **\$50.00** per taxicab license service to defray the expense of carrying out the provisions of this section.

Division 3. Driver Permit

b. Sec. 8-619(b). Fee generally; issuance; term.

- i.** The annual fee for driver's permits issued prior to June 30 shall be **\$10.00**. Fees for permits issued on June 30 or there after shall be **\$5.00**. No portion of the fee shall be refunded in the event the permit is terminated prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a **\$5.00** fee.

c. Sec. 8-620. Term; expiration; renewal.

- i.** The term of all permits shall be for not more than one year with expiration on December 31. Renewals shall be applied for in the same manner as specified for the original permit. Renewal permits may be issued during the month of December for expiration on December 31 of the following year. Permit documents which are lost or destroyed may be replaced upon payment of a **\$5.00** fee.

Division 4. Vehicle Permit

d. Sec. 8-650. Fees.

- i.** The annual fee for vehicle permits issued prior to June 30 shall be **\$10.00**. Fees for permits issued on June 30 or there after shall be **\$5.00**. The fee is not refundable in the event the permit is canceled or revoked prior to expiration. Permit

documents which are lost or destroyed may be replaced upon payment of a **\$5.00** fee.

- ii. The annual fee for vehicle permits issued prior to June 30 shall be established in Section 2-117. The fee is not refundable in the event the permit is canceled or revoked prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a fee established in Section 2-117. **\$50.00**
- e. **Sec. 8-654. Reinstatement of suspended permit; fee.**
 - i. Vehicle permits suspended because of failure to comply with the requirements of Section 8-649(b) may be reinstated as soon as the vehicle is brought back into compliance with Section 8-649(b). Application for such reinstatement shall be made in writing to the City on the form provided by the City. The non-proratable fee for such reinstatement shall be **\$5.00**.

9. Article XII. Pedicabs

Division 2. License and Permit

Subdivision II. License

- a. **Sec. 8-742. License fee.**
 - i. Each application must be accompanied by a non-refundable license fee **\$50.00**.

Subdivision III. Permit

- b. **Sec. 8-774(c). Pedicab Permits.**
 - i. Fees. The annual fee for pedicab permits issued prior to June 30th shall be **\$10.00**. Fees for permits issued on June 30th or there after shall be **\$5.00**. The fee is not refundable in the event the permit is canceled or revoked prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a **\$5.00** fee.
- c. **Sec. 8-775(d). Revocation and suspension of pedicab permit.**
 - i. Reinstatement of suspended permit and fee. Pedicab permits suspended because of failure to comply with the requirements of this article may be reinstated as soon as the pedicab is brought back into compliance. Application for such reinstatement shall be made in writing to the City on the form provided by the City. The fee for reinstatement shall be **\$5.00**.

Division 3. Driver Permit

- d. **Sec. 8-806. Fee.**
 - i. The fee for driver permits issued prior to June 30th shall be **\$10.00**. Fees for permits issued on June 30th or there after shall be **\$5.00**. No portion of the fee shall be refunded in the event the permit is terminated prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a **\$5.00** fee.

10. Article XIII. Shared Micromobility

a. Sec. 8-824. Fees and Costs.

- i. Permit Application Annual Fee. \$889.00.**
- ii. Permit Renewal Fee. \$445.00.**
- iii. Removal, Impoundment, and/or Relocation Fee.** A shared mobility operator shall be assessed a **\$148.00** for each bike removed, impounded, or relocated.
- iv. Abandonment Fee.** Escrow balance to remain with the City for continued operations **\$5,300.00**

CHAPTER 10: CEMETERIES

1. Article II. City Owned or Maintained Cemeteries

a. Sec. 10-25(e). Purchase options.

i. Price. The price of all spaces in the City cemeteries shall be established As:

<i>CEMETERY FEES</i>		<i>FY 2023</i>
1. College Station Cemetery:		
	Standard Space	\$1,750
	Cremate Space	\$440
	Infant Space	\$220
2. Memorial Cemetery of College Station:		
Municipal Section:	Standard Space	\$1,750
	Columbaria Niche	\$825 / \$1445
	(Single / Double)	
	Infant Space	\$220
Aggie Field of Honor:	Standard Space	\$3,250
	Columbaria Niche	\$1,650 / \$3000
	(Single / Double)	
3.	Grave Opening and Closing Fee	\$150
4.	Mark the Grave and Set the Monument	\$100
5.	Memorial Bench Set Fee	\$100
6.	Cemetery Deed Filing Fee	Up to \$34

CHAPTER 12: EMERGENCY MANAGEMENT AND EMERGENCY SERVICES

1. Article III. Ambulances

Division 2. Permit

a. Sec. 12-79(a). Permit fees, conditions and renewal.

- i. The fee for the permit required in Section 12-77 shall be **\$500.00 per company and \$150.00** per ambulance, and all permits issued under this division shall terminate on December 31 of each year. Such permits may be renewed by paying the permit fee and submitting proof of current Texas Department of Health Services license and liability requirements as provided in section 12-78, and other documentation required by the EMS Chief.

2. Article IV. Alarm Systems

a. Sec. 12-113(b). False alarms.

- i. An alarm user or subscriber shall be allowed three false alarms in a preceding 12-month period without penalty. After this, a user or subscriber shall be assessed a fine fee based on the following schedule established in Section 2-117.
- ii. Police Department Number of False Alarms Fine
 1. 1—3 false alarms **\$0.00**
 2. 4—5 false alarms **\$50.00** for each false alarm
 3. 6—7 false alarms **\$75.00** for false alarm
 4. 8 or more false alarms **\$100.00** for each false alarm
- iii. Fire Department Number of False Alarms
 1. 1—3 false alarms **\$0.00**
 2. 4—5 false alarms **\$85.00** for each false alarm
 3. 6—7 false alarms **\$110.50** for false alarm
 4. 8 or more false alarms **\$145.00** for each false alarm

CHAPTER 14: ENVIRONMENT AND NATURAL RESOURCES

1. Article II. Oil and Gas

Division 2. Production Permits

Subdivision I. In General

a. Sec. 14-58. Permit application generally.

- i. A permit application shall include Application fee as set by Council resolution established in Section 2-117.

b. Sec. 14-67(b). Permit period and renewal.

- i. The operator will submit an application form for a renewal permit no later than 30 days before the expiration of the operator's permit, and indicate in the application what changes are requested at the oil or gas operations site. An inspection and renewal fee established in Section 2-117 shall be paid at the time of reapplication. The operator recognizes the reclassification of a permit from rural to urban may occur due to adjacent development. **\$7,654.00**
- ii. Application requirements. Renewal applications shall include any of the following items which have changed since the original permit application, which shall be current and updated, as applicable, to cover the renewal period:
 1. Renewal application fee as set by Council resolution established in Section 2-117. **\$2,551.00**

Subdivision II. Permit Types and Requirements

c. Sec. 14-99(b). Urban permit.

- i. Notice. Before consideration of an urban permit application by the City Council, the City Engineer shall cause the following notices of public hearing to be issued, at the operator's expense, no later than two weeks before the regular Council meeting in which the public hearing will be held:
 1. Notice of the public hearing shall be published in a newspaper of general circulation in the City.
 2. Notice of the public hearing shall be made to all persons with property within 1,000 feet of the proposed oil or gas operations site as shown by the latest Brazos County Appraisal District certified tax rolls, by certified mail, return receipt requested. The operator shall pay the City **\$5.05** for each such notification letter. No notification letter shall be required for property owners who have signed and acknowledged before a Notary Public the consent form acceptable to the City.

d. Sec. 14-100(a). Rural permit.

- i. Notice. Before final consideration of a rural permit application by the City Engineer, the City Engineer shall cause the following notices to be issued, at the operator's expense, to provide at least a two-week public comment period before any final action is taken by the City Engineer:

1. Notice of the rural permit application shall be published in a newspaper of general circulation in the City; and
2. Notice shall also be made to all persons with property within 1,000 feet of the proposed oil or gas operations site as shown by the latest Brazos County Appraisal District certified tax rolls, by certified mail, return receipt requested. The operator shall pay the City **\$5.05** for each such notification letter. No notification letter shall be required for property owners who have signed and acknowledged before a Notary Public consent to the proposed oil or gas operations or waiver of the right to receive further notices.

e. Sec. 14-101. Seismic survey permit.

- i. Process. To obtain a permit, the operator must apply to the City, pay the permit fee as established by resolution of the City Council established in Section 2-117, and execute a License Agreement on a form approved by the City Attorney. The City Manager or his/her designee may negotiate and execute the License Agreement on behalf of the City. **\$6,379.00**

Division 3. Other Requirements

f. Sec. 14-151(a). Abandonment.

- i. The operator pays an abandonment fee in an amount set by Council resolution established in Section 2-117. **\$2,551.00**

CHAPTER 16: FIRE PREVENTION AND PROTECTION

1. Article I. In General

a. Sec. 16-2(b). Emergency and rescue services.

- i.** Fees shall be collected for services provided within the College Station Fire Department designated response area that includes both inside and outside the City limits. Fees will not exceed the amount expended by the College Station Fire Department. Fire Administration shall collect applicable incident report information that will be forwarded to the College Station Fire Department's authorized agent responsible for collection of any incurred fees. The fees shall be established in Section 2-117.

CHAPTER 24: LIBRARIES

1. Ch. 24. Libraries

a. Sec. 24-2. Library fines, fees and other charges.

- i.** All collections. **\$0.25** per day, with a maximum being the replacement cost of the materials (books, paperbacks, phonograph records, audiobooks, cassettes, periodicals and materials from the vertical file). There shall be a five-day grace period for books and paperbacks borrowed from the adult collection.
- ii.** All collections of art prints and sculpture and DVD's, Blue-rays. **\$1.00** per day, with a maximum being the cost to replace the item.
- iii.** Lost materials. Charges for lost or irreparably damaged items include the cost of the item plus a **\$5.00** non-refundable service charge.
- iv.** Damaged materials. Charges are determined by the cataloging department of the library, based on the amount of time spent and materials used in repairing the item.
– **Cost of the item** plus **\$5.00**.
- v.** Replacement of borrower's card. The initial card for County residents is free of charge. A **\$3.00** fee will be charged to replace a lost card.
- vi.** Non-resident library cards. Library cards will be issued to out-of-County residents for an annual fee of **\$24.00**; such card is valid for one year from the month of purchase.
- vii.** Returned Check Fee is **\$15.00**.
- viii.** Any collection agency fees.

CHAPTER 28: MUNICIPAL COURT OF RECORD

1. Ch. 28. Municipal Court of Record

a. Sec. 28-1(i). Generally.

- i. In the event of an appeal, the appellant shall pay a transcript preparation fee in the amount of **\$25.00**. The transcript preparation fee does not include the fee for an actual transcript of the proceedings. The Clerk shall note the payment of the fee on the docket of the Court. If the case is reversed on appeal, the fee shall be refunded to the appellant. In addition to the transcript preparation fee, the fee for the actual transcript of the proceedings and statement of facts must be paid by the appellant, pursuant to Texas Government Code §§ 30.00014 and 30.00019.

b. Sec. 28-3(b)(3). Juvenile Case Manager / Truancy Prevention & Diversion

- i. Each defendant convicted of a fine-only misdemeanor offense in the Municipal Court shall pay a Juvenile Case Manager fee of **\$5.00** as a cost of Court in addition to any other fines, penalties, or Court costs required by City ordinance or State or Federal law. A separate fee must be paid for each separate conviction of a fine-only misdemeanor offense.

c. Sec. 28-4(c). Municipal Court building security fund.

- i. Each defendant convicted of a misdemeanor offense in the Municipal Court shall pay a Municipal Court building security fee of **\$4.90** as a cost of Court, in addition to any other fines, penalties, or Court costs required by City ordinance or State or Federal law. A separate fee must be paid for each separate conviction of a misdemeanor offense.

d. Sec. 28-5(c). Municipal Court technology fund.

- i. Each defendant convicted of a misdemeanor offense in the Municipal Court of Record shall pay a Municipal Court technology fee of **\$4.00** in addition to any other fines, penalties, or Court costs required by City ordinance or State or Federal law. A separate fee must be paid for each separate conviction of a misdemeanor offense.

e. Sec. 28-6(b). Municipal Court child safety fund.

- i. Authorization for fund. For every violation of an ordinance, regulation, or order regulating the stopping, standing, or parking of vehicles as allowed by Texas Transportation Code § 542.202 or ch. 682 in the Municipal Court as a cost of Court, **\$5.00** shall be assessed in addition to any other fines, penalties, or Court costs and shall be collected in the same manner that other fines in the case are collected.

f. Sec. 28-5(c). Municipal Jury fee.

- i. Each defendant convicted of a misdemeanor offense in the Municipal Court of Record shall pay a Municipal Court Jury fee of **\$.10** in addition to any other fines,

penalties, or Court costs required by City ordinance or State or Federal law. A separate fee must be paid for each separate conviction of a misdemeanor offense.

g. Sec. 28-5(d). Local Consolidation fee.

Courts are permitted to assess a single dollar amount that is then apportioned to various funds by percentages outlined in the Chapter 134 of the Local Government Code. The Local Consolidation Fee is as follows:

Local Consolidated Fee (\$14)		
Fund	Percent	Dollar
Municipal Court Building Security Fund	35	\$4.90
Local Truancy Prevention and Diversion Fund	35.7143	\$5.00
Municipal Court Technology Fund	28.5714	\$4.00
Municipal Jury Fund	.7143	.10¢

CHAPTER 32: PARKS AND RECREATION

1. Article II. Public Conduct in Parks and Recreational Areas Division

2. Use Permits

a. Sec. 32-62(6). Application procedure.

- i.** Payment of a fee, if any, as may from time to time be established by the City Council by Section 2-117.

PARKS & RECREATION DEPARTMENT

FY 2023 GENERAL FUND USER FEES

Effective October 1, 2022

<i>ATHLETIC FIELDS</i>	<i>FY 2023</i>
1. Athletic Field Rental ~ One (1) Field, Per Day (Includes Field Redevelopment Fee of \$15)	\$315 / day
2. Athletic Field Rental ~ One (1) Field, Per Hour (Includes Field Redevelopment Fee of \$5)	\$42 / hour
3. Athletic Field Rental Deposit	Varies
4. Lights for Field Rentals (Per Hour/Per Field)	\$32 / hour
5. Bee Creek Batting Cage Rental, Per Hour	N/A
6. Tournament/Event Rate	<i>Contact Parks and Recreation for Pricing</i>
7. Key Fee (New Annual Fee and Replacement Fee)	\$11 each
<i>~ In addition to the rental fees, a deposit will be charged and paid by the renter in advance of any tournament. The deposit will vary depending on the type and size of the tournament.</i>	
<i>~ In addition to the rental and deposit fees, additional fees may be assessed to the renter depending on the length and type of tournament in order to cover expenses incurred by the City for personnel and supplies needed to facilitate the tournament.</i>	
<i>~ Initial game field prep and light fees are included in the daily rental fee, but not in hourly rental fees.</i>	

FY 2023		
PAVILION RENTAL DAILY RATES	Resident Rate	Non-Resident Rate
1. Bee Creek (100) / Oaks (40) Pavilions		
Monday – Thursday	\$210	\$252
Friday – Sunday, and Holidays	\$263	\$315
Deposit	\$210	\$210
2. Central (200) / Bachmann (300) Pavilions		
Monday – Thursday	\$315	\$378
Friday – Sunday, and Holidays	\$368	\$441
Deposit	\$210	\$210
3. John Crompton Park Pavilion (100)		
Monday – Thursday	\$210	\$252
Friday – Sunday, and Holidays	\$263	\$315
Deposit	\$210	\$210
4. American Pavilion in Veterans Park (500)		
Monday – Thursday	\$368	\$440
Friday – Sunday, and Holidays	\$420	\$500
Deposit	\$210	\$210
5. Dog Park Rentals – (Steeplechase Park and University Park)	\$158	\$190
6. Transfer / Cancellation Fee Per Change	\$21	
~ Deposits are refundable if the facility is left clean, damage-free, and the keys are returned.		
~ Deposits are refundable, less the \$20 cancellation fee if reservation is cancelled no later than seven (7) days prior to rental date.		
~ () – The parenthesis by each pavilion shows the limit of occupants that the pavilion can facilitate.		

PERMITS & COMMISSIONS	FY 2023
1. Vendor Permit	\$55
2. Alcohol Permit	\$60
<i>~ Permit is required when alcohol is served at Lick Creek Nature Center, Lincoln Center, Meyer Community Center, Southwood Center, Wolf Pen Creek and Veterans Park rentals.)</i>	
3. Boot Camp Permit (per time slot selected weekly)	\$11 per month
4. Commissions: (Gross Sales minus Sales Tax)	
Food & Drinks	10%
Other Goods	10%
Alcoholic Beverages	20%

FY 2023		
WOLF PEN CREEK	Resident Rate	Non Resident Rate
1. Amphitheater Rentals Per Day:		
Non-Commercial ~ Benefit Rental	\$1,100	\$1,300
Professional/Commercial Rentals	\$1,600	\$1,900
2. Green Room Events ~ per hour, 2 hour minimum		
Non-Commercial	\$105	\$125
Commercial	\$126	\$152
3. The Plaza at Wolf Pen Creek		
Rental (Includes Pavilion and Restrooms)	\$210	\$252
4. Festival Site Rental		
Non-Commercial ~ Benefit Rental	\$790	\$945
Private Commercial Rental	\$1,100	\$1,300
5. Amphitheater & Festival Site Rental		
Non-Commercial ~ Benefit Rental	\$1,315	\$1,600
Private Commercial Rental	\$1,850	\$2,205
6. Deposit		
For Green Room, Plaza, or Festival Site	\$210	
For Amphitheater	\$630	
7. Transfer / Cancellation Fee Per Change	Per Rental Agreement	
~ A percentage of ticketing and fees for service personnel and vending charges will be added accordingly for amphitheater rentals.		
~ A percentage of the gate will be negotiated for commercial events.		
~ Non-Commercial is defined as: Non-profit, student, civic or private.		
~ Security deposits are based upon participants/attendees.		

PARKS & RECREATION DEPARTMENT

FY 2023 REC FUND FEES

Effective October 1, 2022

ADULT SPORTS PER TEAM		FY 2023	
		Resident Rate	Non-Resident Rate
1.	Volleyball (No Field Redevelopment Fee Included)	\$260	
2.	Softball (Inc. \$50/Team Field Redevelopment Fee)	\$430	
3.	Adult Team Sports (NoTeam Field Redevelopment Fee)	\$430	
4.	Adult Sports per person fee (\$10 Team Field Redevelopment Fee if applicable)	\$80	
5.	Ultimate Frisbee (per person)	N/A	
6.	Tennis Lessons Per Person (<i>Moved from Instruction</i>)	\$95	\$110
7.	Outside League Field Redevelopment Fee Per Team	\$100	\$120
8.	Outside League Per Game Contract Fee	\$16	\$20
9.	Transfer/Cancellation/Late Registration Fee	\$21	
Adult sports are registered as a team unless otherwise noted.			

INSTRUCTION FEES PER PERSON	FY 2023	
	Resident Rate	Non-Resident Rate
1. <i>All class fees will be set according to the individual needs of each class and are based upon the City of College Station recovery policy.</i>		
2. Instruction Class Transfer / Cancellation Fee	\$21	

FY 2023		
YOUTH SPORTS PER CHILD	Resident Rate	Non-Resident Rate
1. Youth sports without Field Redevelopment fee	\$84	\$100
2. Youth sports with Field Redevelopment fee (\$10 per child)	\$84	\$100
3. Outside League Field Redevelopment Fee Per Child ~ All Sports (based on City tier system per season)	\$17/21/27	\$20/26/32
4. Challenger Sports (Basketball, Bowling, Soccer)	\$16	\$19
5. USTA Tennis League	\$105	\$126
6. Tennis Lessons	\$95	\$115
7. Start Smart Sport, Camps & Clinics	\$37	
8. Youth Sports Transfer/Cancellation Fee (Per Child)	\$21	

AQUATICS PROGRAMS		FY 2023	
		Resident Rate	Non-Resident Rate
1. Swim Lessons			
45-Minute Lesson		\$53	\$63
25-Minute Lesson*		\$48	\$57
2. Stroke Clinic		NA	NA
3. Water Fitness (Unlimited Pass)		\$105	
4. Swim Team (No Field Redevelopment Fee)		\$142 (-\$10 each sibling)	
5. Transfer / Cancellation Fee		\$21	
* Children ages 5 and under attend only a 25-minute lesson. All other lessons are 45 minutes in length.			
6. General Admission Per Person (Ages 3 and Up)			
Hallaran		\$4	
Adamson		\$7	
7. Discount Pass – 25 Swims			
Hallaran		\$63	

*College Station Pools	\$126	
8. Family Season Pass (Up to Five Family Members)		
Fee for Additional Members in Excess of Five	\$32 Per Person	
Hallaran	\$263	
*College Station Pools	\$365	
9. Individual Season Pass		
Hallaran	\$158	
*College Station Pools	\$210	
10. Pool Rentals		
Hallaran: Up to 100 people	\$263	\$315
Adamson: Up to 100 people	\$394	\$468
101 – 300 people	\$630	\$756
301 – 600 people	\$840	\$1010
Deposit (all Pools)	\$210	\$210
11. Pool Parties Per Person – (2 Hour Period)		
Pavilion Party (Four-table Limit)	\$21	
12. Junior Lifeguard Program Per Person, Per Session	\$80	
13. Lifeguard Training Fee, Per Person	\$158	
14. WSI Class Fee, Per Person	\$158 (or \$210 with Lifeguard)	
15. Summer Day Camp (CSISD)	Up to 50% res. rate	
16. CPR/First Aid Certification Fee, Per Person	\$80	
17. Transfer/Cancellation Fee for Pool Rentals	1/3 of rental fee	
<i>*College Station Pools passes are valid at all City of College Station pools</i>		

LINCOLN CENTER		FY 2023	
		Resident Rate	Non-Resident Rate
Programming			
1. After School Program:			
Youth (17 & Under) (Qualifying Families – low income)		\$80/sem. \$48/sem.	\$95/sem. \$57/sem.
Transportation Fee (CSISD to LRC)		\$48/sem.	
2. Summer Program (Per Session)		\$63	\$76
3. Late Pick-up Fee:			
1st Fifteen Minutes		\$6	
Each Additional Minute Thereafter		\$2	
4. Membership Pass Adult (18 & over)		\$16/mo.	\$19/mo.
5. Non-Member Guest Pass Per Day (Youth or Adult)		\$4	\$6
Facility Rentals			
1. Gym Rentals			
Gold Gym – Deposit		\$368	\$420
Purple Gym – Deposit		\$368	\$420
Gold Gym - Half Court Rental per Hour (4-Hour Maximum)		\$53/hr.	\$63/hr.
Gold Gym - Full Court Rental per Hour (4-Hour Maximum)		\$80/hr.	\$95/hr.
Gold Gym - All Day Usage (More than 4 Hours)		\$473	\$568
Purple Gym - Half Court Rental per Hour (4-Hour Maximum)		\$63/hr.	\$76/hr.
Purple Gym - Full Court Rental per Hour (4-Hour Maximum)		\$90/hr.	\$108/hr.
Purple Gym - All Day Usage (More than 4 Hours)		\$483	\$580
Concession Usage (Gold Gym)		\$32	\$38
2. Game Room / Multi-purpose Room Rental			
Deposit		\$210	
Per Hour (4-Hour minimum)		\$53/hr.	\$63/hr.
3. Community Room Rental			
Deposit		\$263	

Per Hour (2-Hour minimum)	\$80/hr.	\$95/hr.
Kitchen usage fee	\$37	\$42
4. Activity Room Rental (Violet, Orchid, Iris)		
Deposit	\$210	
Per Hour (2-Hour minimum)	\$63/hr.	\$76/hr.
5. W.A. Tarrow Covered Basketball Pavilion (100)		
Deposit	\$210	\$210
Monday – Thursday	\$158	\$190
Friday – Sunday & Holidays	\$210	\$252
6. Gym or Room Cancellation Fee	1/3 of rental	
7. After hour rental charge	\$32	

FY 2023		
SOUTHWOOD CENTER	Resident Rate	Non-Resident Rate
Programming		
1. Senior Annual Membership Pass	\$27	\$32
2. Non-Member Guest Pass Per Day	\$3	\$4
Facility Rentals		
1. Meeting Room Rental, Per Hour, 2 hour minimum	\$63	\$76
Deposit*	\$210	\$210
2. Dance/Game Room Rental, Per Hour, 2 hour minimum	\$80	\$95
Deposit*	\$210	\$210
3. Whole Facility Rental Per Hour, 2 hour minimum (Excludes Computer Lab)	\$147	\$180
Deposit*	\$210	\$210
<i>* Deposits are refundable if the facility is left clean and damage-free.</i>		

FY 2023

MEYER COMMUNITY CENTER		Resident Rate	Non-Resident Rate
Programming			
1. Senior Annual Membership Pass		\$27	\$32
2. Non-Member Guest Pass Per Day		\$3	\$5
Facility Rentals			
1. Deposit - all rooms*		\$210	
2. Meeting Room Rental, Per Hour, 2 hour minimum		\$63	\$76
3. Conference Room Rental, Per Hour, 2 hour minimum		\$48	\$57
4. Activity Room Rental, Per Hour, 2 hour minimum		\$80	\$95
5. Arts & Crafts Room Rental, Per Hour, 2 hour minimum		\$48	\$57
<i>* Deposits are refundable if the facility is left clean and damage-free.</i>			

FY 2023		
LICK CREEK NATURE CENTER	Resident Rate	Non Resident Rate
Facility Rentals		
1. Deposit - all rooms*	\$210	
2. Meeting Room Rental, Per Hour, 2 hour minimum	\$105	\$126
3. Outdoor Classroom, Per Hour, 2 hour minimum	\$37	\$45
4. Amphitheater, Per Hour, 2 hour minimum	\$37	\$45

CHAPTER 34: STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

1. Article I. In General

a. Sec. 34-2(c). Encroachments upon easements.

- i.** Application fee. An application for a license to encroach shall be accompanied by a non-refundable filing fee as established by City Council resolution in Section 2-117. - **\$1,023.00**

b. Sec. 34-4(b). Guidelines for consideration of requests for directional signs in public rights-of-way.

- i.** Any application shall be processed for a fee of **\$25.00** and shall be filed within the Office of the City Manager. The City Manager shall review the application based upon the criteria in Subsection (a) of this section. In the event the City Manager denies the application, the applicant may appeal the decision to the City Council. Upon receipt of written notice of an appeal from the applicant, the City Secretary shall place the application on the next available Council agenda.

2. Article II. Street, Sidewalk, Right-Of-Way and Driveway Construction and Repair

a. Sec. 34-36(b). Driveways.

b. Sec. 34-36(b). Driveways.

- i.** The driveway permit fee is established in Section 2-117, which shall be of an amount to cover the cost of licensing and maintaining records. **\$63.00**

3. Article III. Right-of-Way Use

Division 2. Permit

a. Sec. 34-100. Fee.

- i.** The applicant or permit holder shall pay a fee established in Section 2-117 for the right-of-way improvements permit that shall be the same as that charged in Chapter 14, Section of the City of College Station Code of Ordinances as amended from time to time. - **\$480.00**

b. Sec. 34-102(14). Conditions.

- i.** If irrigation and/or electrical lines are to be extended across a paved roadway, the applicant must pay a one-time fee in the amount of **\$35.00** per square yard of extension area. The extension area is equivalent to three times the yard length to be installed under the roadway. The fee will be waived if the applicant installs sleeves under the pavement and places the irrigation and/or electrical in the sleeves.

4. Article IV. Utility Right-of-Way Use
Division 2. Registration and Construction Permits
Subdivision II. Construction Permits

a. Sec. 34-190(b). Generally.

- i.** The registration fee of **\$53.00** will apply to those right-of-way users who do not pay annual blanket right-of-way fees.
- ii.** The construction permit fee of **\$901.00** will apply to those right-of-way users who do not pay annual blanket right-of-way fees.

5. Article V. Parades and Motorcades
Division 2. Permit

a. Sec. 34-248. Fee.

- i.** Upon submission of an application, an application fee shall be paid. The application fee shall be set by the City Council by resolution from time-to-time as the Council deems necessary established in Section 2-117. This application fee will not apply to applicants conducting lawful expressions of opinion protected under the First Amendment of the United States Constitution. - **\$126.00**

CHAPTER 38: TRAFFIC AND VEHICLES

1. Article II. Stopping, Standing and Parking

Division 3. Northgate Area and Remote Pay Systems Areas

a. Sec. 38-106. Northgate Promenade Parking Lot and Remote Pay System Parking Lot fee schedule

1. The City Manager or designee may adjust the parking fee up to or below the amounts set below. The fees established in Section 2-117 shall be charged for the use of a parking space in the Northgate Promenade Parking Lot, located at 310 Church Street or any other City owned parking lot by remote pay system parking. Per hour fee up to **\$10.00** per hour.
2. Special event fee up to **\$50.00** per day.
3. Game day fee up to **\$50.00** per day.

b. Sec. 38-107. Northgate Parking Garage fee schedule.

- i. The City Manager or designee may adjust the parking fee up to or below the amounts established. The following fees established in Section 2-117 shall be charged for the use of a parking space in the Northgate Parking Garage, located at 309 College Main.
 1. Per hour fee up to **\$10.00** per hour.
 2. Lost ticket fee up to **\$50.00** per day.
 3. Special event fee up to **\$50.00** per day.
 4. Game day fee up to **\$50.00** per day.
- ii. License agreements. The City Manager or designee may enter into license agreements for the use of parking spaces in the Northgate College Main Parking Garage and may charge the following fees established in Section 2-117.
 1. Twenty-four-hour—Seven days a week licenses (24/7). Up to **\$2,000.00** annually, or up to **\$700.00** per semester or up to **\$200.00** per month.
 2. Daytime licenses. Up to **\$1,500.00** annually or up to **\$500.00** per semester or up to **\$200.00** per month.
 3. Charge a non-refundable administrative fee up to **\$50.00** upon execution of a license agreement to park in the garage.
 4. Nighttime licenses. Up to **\$1,500.00** annually or up to **\$500.00** per semester or up to **\$200.00** per month

c. Sec. 38-108. Northgate and Remote Pay System on-street parking fee schedule.

- i. The City Manager or designee may adjust the parking fee up to or below the amounts established. The fees established in Section 2-117 shall be charged for the use of an on-street parking space provided by the City and adjacent to a parking meter or remote pay system area anywhere in the Northgate Area, generally located between South College on the East, Wellborn Road on the West, University Drive on the South and the City limit on the North or in any remote pay system area in the City..
 1. Per hour fee up to **\$10.00** per hour.
 2. Special event fee up to **\$50.00** per day.
 3. Game day fee up to **\$50.00** per day.

2. Division 5 City Facility Parking

- a. Sec. 38-1101. Miscellaneous City Facility Parking.** The City Manager or designee may adjust the parking fee up to or below the amounts established for City facility parking.
- 1.** Per hour fee up to **\$10.00** per hour.
 - 2.** Special event fee up to **\$50.00** per day.
 - 3.** Game day fee up to **\$50.00** per day.

CHAPTER 40: UTILITIES

1. Article I. In General

- a. Sec. 40-3(c). Creation of municipal utility districts.**
 - i. Reimbursement for expenses.**
 - 1. Petition to create district.** Within 6 months after consent to the creation of a district is given by the City, or within 3 months after the district is created by the Texas Commission on Environmental Quality or its successor agency, whichever is later, the owner or the developer of the land within the district must pay the fee established pursuant to Section 2-117 to reimburse the City for expenses relating to processing the petition to create the district. - **\$38,221.00**
 - 2. Petition to annex or acquire land.** To partially reimburse the City for expenses related to a district's annexation or acquisition of land, the owner or developer of land within the district that has not paid the Council-approved fee to process the petition to create the district must make a one-time payment in the amount established pursuant to Section 2-117 within six months after receiving the City's consent to annex or after the district acquires land that is not contiguous to the district's boundaries; or contiguous to the district's boundaries and greater than 5 acres. - **\$38,221.00**
 - 3. Infrastructure plan review and inspection fee.** The infrastructure plan review and inspection fee means the fee established pursuant to Section 2-117 to reimburse the City for engineering and planning fees and expenses related to the City's review of plans and specification of the district's facilities; and inspection of the district's facilities. - **1.85%** of infrastructure cost (**\$758.00 minimum**)

b. Sec. 40-4. Roadway Maintenance Fee.

LAND USE/VEHICLE-MILE-EQUIVALENCY TABLE

	ITE Land Use Code	Land Use Category	Develop. Unit	Veh-Mi Per Dev- Unit	Trip Gen Rate (PM)	Pass- by Rate	Pass-by Source	Trip Rate	Adj. Trip Length (mi)
PORT AND TERMINAL	030	Truck Terminal	Acre	26.20	6.55			6.55	4.00
INDUSTRIAL	110	General Light Industrial	1,000 SF GFA	3.88	0.97			0.97	4.00
INDUSTRIAL	120	General Heavy Industrial	1,000 SF GFA	2.72	0.68			0.68	4.00
INDUSTRIAL	130	Industrial Park	1,000 SF GFA	3.40	0.85			0.85	4.00
INDUSTRIAL	150	Warehousing	1,000 SF GFA	1.28	0.32			0.32	4.00
INDUSTRIAL	151	Mini- Warehouse	1,000 SF GFA	1.04	0.26			0.26	4.00
RESIDENTIAL	210	Single-Family Detached Housing	Dwelling Unit	4.00	1.00			1.00	4.00
RESIDENTIAL	220	Apartment/M ulti-family	Dwelling Unit	2.48	0.62			0.62	4.00
RESIDENTIAL	230	Residential Condominium /Townhome	Dwelling Unit	2.08	0.52			0.52	4.00
RESIDENTIAL	240	Mobile Home Park / Manufactured Housing	Dwelling Unit	2.36	0.59			0.59	4.00
RESIDENTIAL	251	Senior Adult Housing- Detached	Dwelling Unit	1.08	0.27			0.27	4.00
RESIDENTIAL	252	Senior Adult Housing- Attached	Dwelling Unit	1.00	0.25			0.25	4.00
RESIDENTIAL	254	Assisted Living	Beds	0.88	0.22			0.22	4.00
LODGING	310	Hotel	Room	1.20	0.60			0.60	2.00
LODGING	320	Motel / Other Lodging Facilities	Room	0.94	0.47			0.47	2.00
RECREATIONAL	432	Golf Driving Range	Tee	2.50	1.25			1.25	2.00
RECREATIONAL	430	Golf Course	Acre	0.60	0.30			0.30	2.00
RECREATIONAL	495	Recreational Community Center	1,000 SF GFA	5.48	2.74			2.74	2.00
RECREATIONAL	465	Ice Skating Rink	1,000 SF GFA	4.72	2.36			2.36	2.00
RECREATIONAL	431	Miniature Golf Course	Hole	0.66	0.33			0.33	2.00

	ITE Land Use Code	Land Use Category	Develop. Unit	Veh-Mi Per Dev- Unit	Trip Gen Rate (PM)	Pass- by Rate	Pass-by Source	Trip Rate	Adj. Trip Length (mi)
RECREATIONAL	445	Multiplex Movie Theater	Screens	27.28	13.64			13.64	2.00
RECREATIONAL	491	Racquet / Tennis Club	Court	6.70	3.35			3.35	2.00
INSTITUTIONAL	560	Church	1,000 SF GFA	1.10	0.55			0.55	2.00
INSTITUTIONAL	565	Day Care Center	1,000 SF GFA	13.82	12.34	44%	B	6.91	2.00
INSTITUTIONAL	522	Primary/Midd le School (1- 8)	Students	0.32	0.16			0.16	2.00
INSTITUTIONAL	530	High School	Students	0.26	0.13			0.13	2.00
INSTITUTIONAL	540	Junior / Community College	Students	0.24	0.12			0.12	2.00
INSTITUTIONAL	550	University / College	Students	0.34	0.17			0.17	2.00
MEDICAL	630	Clinic	1,000 SF GFA	19.53	5.18			5.18	3.77
MEDICAL	610	Hospital	1,000 SF GFA	3.51	0.93			0.93	3.77
MEDICAL	620	Nursing Home	Beds	0.83	0.22			0.22	3.77
MEDICAL	640	Animal Hospital/Vete rinary Clinic	1,000 SF GFA	9.90	4.72	30%	B	3.30	3.00
OFFICE	714	Corporate Headquarters Building	1,000 SF GFA	5.64	1.41			1.41	4.00
OFFICE	710	General Office Building	1,000 SF GFA	5.96	1.49			1.49	4.00
OFFICE	720	Medical- Dental Office Building	1,000 SF GFA	13.46	3.57			3.57	3.77
OFFICE	715	Single Tenant Office Building	1,000 SF GFA	6.96	1.74			1.74	4.00
OFFICE	750	Office Park	1,000 SF GFA	5.92	1.48			1.48	4.00
COMMERCIAL: Automobile Related	942	Automobile Care Center	1,000 SF Occ. GLA	3.74	3.11	40%	B	1.87	2.00
COMMERCIAL: Automobile Related	843	Automobile Parts Sales	1,000 SF GFA	6.82	5.98	43%	A	3.41	2.00
COMMERCIAL: Automobile Related	944	Gasoline/Serv ice Station	Vehicle Fueling Position	4.82	13.87	42%	A	8.04	0.60
COMMERCIAL: Automobile Related	945	Gasoline/Serv ice Station w/ Conv Market	Vehicle Fueling Position	3.56	13.51	56%	B	5.94	0.60

	ITE Land Use Code	Land Use Category	Develop. Unit	Veh-Mi Per Dev- Unit	Trip Gen Rate (PM)	Pass- by Rate	Pass-by Source	Trip Rate	Adj. Trip Length (mi)
COMMERCIAL: Automobile Related	946	Gasoline/Serv ice Station w/ Conv Market and Car Wash	Vehicle Fueling Position	3.66	13.86	56%	A	6.10	0.60
COMMERCIAL: Automobile Related	841	New Car Sales	1,000 SF GFA	4.20	2.62	20%	B	2.10	2.00
COMMERCIAL: Automobile Related	941	Quick Lubrication Vehicle Shop	Servicing Positions	6.22	5.19	40%	B	3.11	2.00
COMMERCIAL: Automobile Related	947	Self-Service Car Wash	Stall	1.99	5.54	40%	B	3.32	0.60
COMMERCIAL: Automobile Related	948	Automated Car Wash	Stall	5.08	14.12	40%	B	8.47	0.60
COMMERCIAL: Automobile Related	848	Tire Store	1,000 SF GFA	5.98	4.15	28%	A	2.99	2.00
COMMERCIAL: Dining	934	Fast Food Restaurant with Drive- Thru Window	1,000 SF GFA	32.66	32.65	50%	A	16.33	2.00
COMMERCIAL: Dining	933	Fast Food Restaurant without Drive-Thru Window	1,000 SF GFA	26.16	26.15	50%	B	13.08	2.00
COMMERCIAL: Dining	932	High Turnover (Sit- Down) Restaurant	1,000 SF GFA	11.22	9.85	43%	A	5.61	2.00
COMMERCIAL: Dining	931	Quality Restaurant	1,000 SF GFA	8.38	7.49	44%	A	4.19	2.00
COMMERCIAL: Dining	937	Coffee/Donut Shop with Drive-Thru Window	1,000 SF GFA	25.68	42.80	70%	A	12.84	2.00
COMMERCIAL: Other Retail	815	Free-Standing Discount Store	1,000 SF GFA	6.98	4.98	30%	C	3.49	2.00
COMMERCIAL: Other Retail	817	Nursery (Garden Center)	1,000 SF GFA	9.72	6.94	30%	B	4.86	2.00
COMMERCIAL: Other Retail	862	Home Improvement Superstore	1,000 SF GFA	2.42	2.33	48%	A	1.21	2.00
COMMERCIAL: Other Retail	880	Pharmacy/Dr ugstore w/o Drive-Thru Window	1,000 SF GFA	7.90	8.40	53%	A	3.95	2.00
COMMERCIAL: Other Retail	881	Pharmacy/Dr ugstore w/ Drive-Thru Window	1,000 SF GFA	10.10	9.91	49%	A	5.05	2.00
COMMERCIAL: Other Retail	820	Shopping Center	1,000 SF GLA	4.90	3.71	34%	A	2.45	2.00

	ITE Land Use Code	Land Use Category	Develop. Unit	Veh-Mi Per Dev- Unit	Trip Gen Rate (PM)	Pass- by Rate	Pass-by Source	Trip Rate	Adj. Trip Length (mi)
COMMERCIAL: Other Retail	850	Supermarket	1,000 SF GFA	12.14	9.48	36%	A	6.07	2.00
COMMERCIAL: Other Retail	864	Toy/Children's Superstore	1,000 SF GFA	6.98	4.99	30%	B	3.49	2.00
COMMERCIAL: Other Retail	875	Department Store	1,000 SF GFA	2.62	1.87	30%	B	1.31	2.00
COMMERCIAL: Other Retail	896	Video Rental Store	1,000 SF GFA	13.60	13.60	50%	B	6.80	2.00
SERVICES	911	Walk-In Bank	1,000 SF GFA	12.38	12.13	40%	B	7.28	1.70
SERVICES	912	Drive-In Bank	Drive-in Lanes	29.95	33.24	47%	A	17.62	1.70
SERVICES	918	Hair Salon	1,000 SF GLA	1.73	1.45	30%	B	1.02	1.70

ROADWAY MAINTENANCE FEE SCHEDULE

The roadway maintenance fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics. Index adjustments cannot fall below zero.

Vehicle Miles Traveled		Monthly Charge
Nonresidential		
Tier I	0 - 23.99	\$21.50
Tier II	24.00 - 43.99	\$48.50
Tier III	43.99 - 90.99	\$93.50
Tier IV	91.00 - 223.99	\$190.75
Tier V	224.00+	\$312.75
Residential		
Single Family	Flat Fee/Dwelling Unit	\$9.75
Multi-Family	Flat Fee/Dwelling Unit	\$7.50

c. Sec. 40-11. Payment of bills.

- i. All payments must be received by the Utility Customer Service Office on or before the due date to avoid late charges or penalties. Payments received after the due date are assessed a late charge or penalty equaling ten percent (10%) of the current monthly charges.

d. Sec. 40-12. Returned check fee.

- i. A fee of **\$25.00** will be charged for each returned check used to pay any amount on a utility account. This fee is in addition to other fees owed to the City for utility services.
- ii. Credit Card Charge Back Fee - **\$27.55**

e. Sec. 40-13(b). Disconnection and reconnections.

- i. A **\$25.00** delinquent fee will be charged on each residential account.
- ii. A **\$150.00** delinquent fee will be charged on each commercial account.
- iii. A **\$30.00** charge will be added for afterhours service (between 5:00pm and 9:00pm)

f. Sec. 40-15. Account creation or Reactivation fee.

- i. All customers creating a utility account or opening additional account numbers shall pay a fee for creating a utility account, regardless the number of services provided by the City. Account creation fee: **\$30.00**.

2. Article II. Water and Sewer Service

Division 2. Rates, Usage Charges and Fees

a. Sec. 40-63. Reserved for future use.

b. Sec. 40-64. Rates for water service.

- i. All retail customers using water shall have a monthly service charge based on the water meter size and a monthly usage charge as follows:
- ii. Service charge: established in Section 2-117.

<u>Meter Size</u>	<u>Service Charge</u>
1. ¾ inch	\$12.40 per month
2. 1 inch	\$15.60 per month
3. 1.5 inch	\$23.20 per month
4. 2 inch	\$36.65 per month
5. 3 inch	\$115.60 per month
6. 4 inch	\$171.75 per month
7. 6 inch	\$209.10 per month
8. 8 inch	\$209.10 per month

- iii. Residential usage charge: Defined to be a domestic meter or irrigation meter serving a residence with one or two living units:
 1. **\$2.75** per 1,000 gallons for usage from 0—10,000 gallons
 2. **\$3.60** per 1,000 gallons for usage from 11,000—15,000 gallons
 3. **\$4.40** per 1,000 gallons for usage from 16,000—20,000 gallons
 4. **\$5.20** per 1,000 gallons for usage from 21,000—25,000 gallons
 5. **\$6.05** per 1,000 gallons for usage of 26,000 gallons and more
- iv. Commercial usage charge: Defined to be a meter serving three or more living units or any commercial location, providing water for domestic usage:
 1. **\$3.05** per 1,000 gallons
- v. Commercial irrigation usage charge: Defined to be a meter serving a commercial customer dedicated for non-domestic usage:
 1. **\$3.25** per 1,000 gallons
- vi. Residential and Commercial customers in Brazos County Municipal Utility District #1: All rates as above, with an added 50% surcharge

1. Residential Rates-
 - a. **\$4.15**— first 0-10 mgw
 - b. **\$5.40** – next 11-15mgw
 - c. **\$6.60** – next 16-20 mgw
 - d. **\$7.85** – next 21-25 mgw
 - e. **\$9.10** – all over 26+ mgw
2. Commercial Rates
 - a. **\$4.55** – per mgw
 - b. **\$18.65** – monthly service charge $\frac{3}{4}$ or 5/8”
 - c. **\$23.40** – monthly service charge 1”
 - d. **\$34.80** – monthly service charge 1.5”
 - e. **\$54.95** – monthly service charge 2”
 - f. **\$173.45** – monthly service charge 3”
 - g. **\$257.65** – monthly service charge 4”
 - h. **\$313.65** – monthly service charge 6”

c. Sec. 40-65. Rates for sewerage service.

- i. For customers using sewerage service for household purposes, where City water service is provided with a meter for each residential unit, the monthly charges shall be as follows:
 1. Service charge: **\$22.55** for first 4,000 gallons of water metered.
 2. Usage charge: **\$4.50** per 1,000 gallons of water usage for the next 5,000 gallons of water metered.
 3. Maximum billing: **\$49.70** cap for metered water is 10,000 gallons.
- ii. For customers using sewerage service for household purposes, multifamily residences with kitchen facilities in each residential unit where water service is provided without a meter for each residential unit shall pay a monthly charge per household unit as **\$28.70**.
- iii. For customers using sewerage service for household purposes, multifamily residences with more than 50 units without kitchen facilities in each unit shall pay a monthly charge per household unit of **\$17.90**.
- iv. For customers using sewerage service for household purposes, multifamily residences having 50 residential units or less without kitchen facilities in each residential unit, where water service is provided without a meter for each residential unit such as, but not limited to, fraternity houses, sorority houses, boarding houses and privately owned student dorms, the monthly charges shall be as follows:
 1. Service charge as **\$19.35** per month.
 2. Usage charge as **\$4.50** per 1,000 gallons of water usage.
- v. For customers using sewerage service for commercial, industrial, or institutional business establishments, the monthly charges shall be as follows:
 1. Service charge as **\$19.35** per month.
 2. Usage charge as **\$5.35** per 1,000 gallons of water usage.

- vi. For customers outside the City water service area (where City water meters do not exist), using City sewerage service for commercial, industrial, or institutional business establishments the customer will be charged a monthly rate, based on average rounded water use for the previous 12 months, the monthly charges shall be as follows:
 - 1. Service charge as **\$19.35** per month.
 - 2. Usage charge as **\$5.35** per 1,000 gallons of water usage, based on average monthly water use for the previous 12 months.
 - vii. For customers outside the City water service area (where City water meters do not exist), using City sewerage service for household purposes, the customer will be charged the monthly rate as set out in section 2-1 for 10,000 gallons per month, unless the customer establishes, as determined by the City Manager, that the average rounded water usage is less than 9,001 gallons per month in which case the customer will be charged the following amount:
 - 1. 0—5,000 gallons per month **\$22.55**
 - 2. 5,001—7,000 gallons per month **\$31.60**
 - 3. 7,001—9,000 gallons per month **\$40.65**
 - 4. 9,001—10,000 > gallons per month **\$49.70**
 - viii. For customers where sewerage service is provided through a satellite wastewater treatment plant not connected to the City's main sewer collection and treatment system (typically outside the corporate limits of the City) the monthly charge per residential unit is as **\$54.60**.
 - ix. All customers receiving sewer service outside of the City's corporate limits or under contract shall pay all established rates, with an additional **50% surcharge**, as established in Section 2-117.
 - x. Residential and Commercial customers in Brazos County Municipal Utility District #1: All rates as above, with an added **50% surcharge**.
- d. **Sec. 40-66. Water and sewer service connection fees, and sewer inspection fees.**
- i. Fee for water service connection. The City will charge a service charge to all customers connecting to the water system within or outside the corporate limits of the City. The service charge will be based on water meter size.
 - 1. The water service connection fee shall apply to all connections to the water system, including meter set-ins. The service charge for water connection is:

<u>Meter Size</u>	<u>Charge</u>
a. ¾ inch	\$643.42
b. 1 inch	\$783.34
c. 1 ½ inch	\$2,121.06
d. 2 inch	\$3,138.66
 - 2. For three-inch and larger water meters, a **\$100.00** service charge will be assessed and includes only an inspection fee. Meters of this size must be purchased by the developer that meet current City specifications. The developer is responsible for contracting a licensed/bonded contractor, acquiring applicable permits to install the service connection in

accordance with City specifications, and is to be inspected by the City before meter is placed into service.

- ii. Fee for sewer service connection. All customers connecting to the sewerage system within or outside the corporate limits of the City will have a service charge based on sewer connection size.

	<u>Sewer Connection Size</u>	<u>Charge</u>
a.	4 inch / RESIDENTIAL	\$350.00
b.	6 inch / NONRESIDENTIAL	\$100.00

e. **Sec. 40-67. Fire flow testing.**

- i. For customers requesting a fire flow test on the existing City water system, an additional charge established in Section 2-117 will be assessed as described herein.
 1. Fire Flow Test Fee: **\$100.00** per tested hydrant.

Division 6. Cross-Connection Control and Backflow Prevention

f. **Sec. 40-244. Cross-connection control program fees.**

- i. Backflow prevention assembly registration fee. There is a non-refundable registration fee for each nonresidential backflow prevention assembly device of **\$25.00** per each separate device.
- ii. Certified backflow prevention device tester registration fee. Annual registration fee for approved testers shall be a non-refundable fee of **\$50.00**.
- iii. Testing form booklet fee. The fee for a testing form booklet of 30 test forms shall be **\$25.00** each. Other forms may be used with prior approval from the City.
- iv. Deposit fee for fire hydrant water meter with backflow prevention device. There shall be a refundable deposit fee for fire hydrant meters with backflow prevention devices of **\$1,000.00**. This fee shall be refunded when the meter/device is returned in good working order.
- v. Fire Hydrant Meter Connection Fee - **\$400.00**

3. Article III. Electric System
Division 2. Rate Schedules

a. **Sec. 40-315. Electric Rate Schedule R (residential customers).**

- Rate:
 1. Service charge: **\$7.00** per month; plus
 2. Energy charge: **\$0.1187** per kWh for all kWh; plus
 3. Transmission Delivery Adjustment: **\$0.0175** per kWh.
- Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 1. 10% participation: **\$0.1192/kWh**.
 2. 50% participation: **\$0.1214/kWh**.
 3. 100% participation: **\$0.1242/kWh**.

b. Sec. 40-316. Electric Rate Schedule R-1 (master metered residential units).

- Rate:
 1. Service charge: **\$100** per month; plus
 2. Energy charge: **\$0.1187** per kWh for all kWh; plus
 3. Transmission Delivery Adjustment: **\$0.0175** per kWh.
- Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 1. 10% participation: **\$0.1192/kWh**.
 2. 50% participation: **\$0.1214/kWh**.
 3. 100% participation: **\$0.1242/kWh**.

c. Sec. 40-317. Electric Rate Schedule SC (small commercial customers).

- Rate:
 1. Service charge: **\$9.00** per month; plus
 2. Energy charge: First 1,000 kWh **\$0.1379** per kWh, **\$0.1032** per kWh for all kWh over 1000; plus
 3. Transmission Delivery Adjustment: **\$0.0175** per kWh.
- Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 1. 10% participation: First 1,000 kWh **\$0.1385**, **\$0.1037** all additional kWh.
 2. 50% participation: First 1,000 kWh **\$0.1407**, **\$0.1059** all additional kWh.
 3. 100% participation: First 1,000 kWh **\$0.1434**, **\$0.1087** all additional kWh.

d. Sec. 40-318. Electric Rate Schedule LP-1 (medium commercial customers).

- i. Rate:
 1. Service charge: **\$25.00** per month; plus
 2. Demand charge: **\$11.44** per kW of monthly billing demand; plus
 3. Energy charge: **\$0.0703** per kWh for all kWh; plus
 4. Transmission Delivery Adjustment: **\$0.0175** per kWh.
- ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest one of the following charges:
 1. **\$199.10** - per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.
- iii. Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 1. 10% participation: **\$0.0708/kWh**.
 2. 50% participation: **\$0.0730/kWh**.
 3. 100% participation: **\$0.0758/kWh**.

e. Sec. 40-319. Electric Rate Schedule LP-2 (large commercial).

i. Rate:

1. Service charge: **\$75.00** per month; plus
2. Demand charge: **\$11.44** per kW of monthly billing demand; plus
3. Energy Charge: **\$0.0674** per kWh for all kWh; plus
4. Transmission Delivery Adjustment: **\$0.0175** per kWh.

ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest one of the following charges:

1. **\$3,514.50** per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.

iii. The applicable rate schedule demand charges shall be replaced by the following on-peak/off-peak rates:

1. On-peak demand charge: **\$7.32**; plus
2. Off-peak demand charge: **\$4.13**.

iv. Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.

1. 10%: **\$0.0680/kWh**
2. 50%: **\$0.0702/kWh**
3. 100%: **\$0.0729/kWh**

f. Sec. 40-320. Electric rate Schedule LP-3 (industrial and institutional).

i. Rate:

1. Service charge: **\$250.00** per month; plus
2. Demand charge: **\$10.84** per kW of monthly billing demand; plus
3. Energy charge: **\$0.0651** per kWh for all kWh; plus
4. Transmission Delivery Adjustment: **\$0.0175** per kWh.

ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest of the following charges:

1. **\$16,538.34** per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.

iii. The applicable rate schedule demand charges shall be replaced by the on-peak/off-peak rates established in Section 2-117.

1. On-Peak Demand Charge: **\$7.32**, plus
2. Off-Peak Demand Charge: **\$4.13**

- iv. Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 - 1. 10% participation: **\$0.0657/kWh**
 - 2. 50% participation: **\$0.0679/kWh**
 - 3. 100% participation: **\$0.0706/kWh**
- g. **Sec. 40-321. Electric Rate Schedule SL (security lights).**
 - i. The rates per month per light are established in Section 2-117.
 - 1. 100 Watt (or equivalent) **\$17.22**
 - 2. 200 Watt (or equivalent) **\$26.65**
 - 3. 400 Watt (or equivalent) **\$33.40**
- h. **Sec. 40-323. Electric Rate Schedule PQF.**
 - i. **Rate. The City will pay the QF producer for all power purchased at the following rates:**
 - 1. Capacity. No payment shall be made, except by separate firm power contract between the producer and the City.
 - 2. Energy. The metered output from the producer will be purchased at a rate equal to the average base wholesale kilowatt-hour energy cost for power paid by the City. This average base wholesale kilowatt-hour energy cost will be calculated based upon the past years average wholesale cost and will be updated once a year (in October) to update this value. In the event that the producer exercises the option to sell power to the City, there will be assessed, in addition to the minimum monthly bill requirements under the applicable service rate schedule, a customer service charge of **\$15.00** per month to cover costs realized for metering, billing, maintenance, administrative, and other expenses necessary to maintain service to the QF.
- i. **Sec. 40-325. Electric Rate Schedule SRE.**
 - i. **Rate.** In a billing month after the retail customer receives approval to interconnect their on-site generating system to the City's electric distribution system, the customer will be billed:
 - 1. Based upon their current electric service rate for the kilowatt-hours used from the City's electric distribution system. The excess kilowatt-hours that are passed back to the system from their on-site generation will be purchased at a rate equal to the average base wholesale kilowatt-hour energy cost for power paid by the City. This average base wholesale kilowatt-hour energy cost will be calculated based upon the past years average wholesale cost and will be updated once a year (in October) to update this value.
 - 2. The calculated amount for the excess kilowatt-hours passed back to the system will be credited to the current balance of the retail customer's utility account. If a credit exists at any time on the account, the customer may request in writing a refund for the credit amount.

If the customer closes the account with a credit remainder in their account, they will be refunded this amount.

j. Sec. 40-326. Electric Rate Schedule EV (electric vehicle fast charger).

i. Rate:

1. Service charge: **\$75.00** per month; plus
2. Demand charge: **\$11.44** per kW of monthly billing demand; plus
3. Energy Charge: **\$0.0674** per kWh for all kWh; plus
4. Transmission Delivery Adjustment: **\$0.0175** per kWh.

ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest one of the following charges:

1. **\$3,514.50** per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.

iii. Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.

1. 10%: **\$0.0680/kWh**
2. 50%: **\$0.0702/kWh**
3. 100%: **\$0.0729/kWh**

4. Article IV. Solid Waste Collection and Disposal

Division 2. Waste Collection Generally

The solid waste collection and disposal fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics. Index adjustments cannot fall below zero.

a. Sec. 40-389. Residential collection generally.

- i. Any customer generating more waste than one container will hold may request an additional container and shall pay an additional fee as established in Section 2-117. - **\$13.75**

b. Sec. 40-391. Commercial collection.

- i. If a container is unserviceable, such as being blocked, not accessible, containing prohibited items, not in an approved collection location, screening or enclosure damage, or unsanitary conditions are present, the City will return to empty the container only after the container is serviceable, for a fee as established in Section 2-117. - **\$24.25**

c. Sec. 40-392. Northgate District Collection and Containers.

- i. If the container is placed out or left out in violation of this section the customer, owner, or occupant in, addition to any other penalties, will be assessed a fee per

container as established in Section 2-117. If the container presents a public safety issue the City may move or remove the container at the sole expense of the customer, owner, or occupant. - **\$24.55**

d.

e. Sec. 40-396. Unprepared solid waste.

- i. The City's Sanitation Division shall cause the clean-up of the improperly or unprepared waste, litter or debris that constitutes a health or nuisance to the community. The fee established in Section 2-117 or the actual cost of cleanup, whichever is greater, shall be paid by the responsible party. - **\$81.00**

f. Sec. 40-400. Small animals.

- i. Upon notice, the City will remove and dispose of small dead animals, including, but not limited to, dogs, cats, chickens, ducks and geese, either from private property or public rights-of-way, excluding animal clinics. - **\$24.50**
- ii. Customers requesting removal from private property shall place the animal in a plastic bag and place the bag curbside before notification of pick up. Removal and disposal of small dead animals from private animal clinics shall be for a fee as established in Section 2-117. - **\$24.50**

Division 4. Rates and Charges

g. Sec. 40-495. Generally.

- i. Solid waste collection rates are applied based on both the method and number of services provided. Except as otherwise provided in this division, the charges for solid waste collection and disposal shall be assessed according to the following schedule:

\$19.50	Each single family detached residential unit or residential units in a building with less than a total of four attached residential units in a complex where each residential unit has been assigned a seventy (70) gallon automated solid waste container and provided with garbage, rubbish, brush and recycling collection once weekly.
\$13.75	Additional monthly fee for each residential unit that has been assigned more than one seventy (70) gallon automated solid waste container. This rate shall be assessed for each additional container utilized.
\$19.50	Each residential unit in a building with less than a total of four attached residential units in a complex that has been assigned a shared three hundred (300) gallon or larger automated solid waste collection container, that has not been identified as a multifamily apartment complex by the City, and provided with twice per week garbage collection, once per week curbside recycling collection and once per week rubbish/brush collection.
\$9.00	Each residential unit in a building with a total of four or more attached residential units in a complex that has been identified as a multifamily apartment complex by the City, and is assigned a large solid waste container shared by multiple residential units for garbage collection

	only. Service will be provided twice weekly. Fraternities, Sororities, Privately owned Student Dorms, and customers within a residential and mixed use location shall not be assessed this rate, and will be charged according to the variable commercial collection rates listed in paragraph (2) below.
\$18.25	Minimum monthly charge for small businesses that jointly use a commercial-type refuse container without causing a health, sanitation or litter problem.

h. Sec. 40-496. Commercial collection rates.

- i. The monthly per container garbage collection and disposal charge for commercial locations shall be based on container size, number of containers utilized and frequency of collection per week.

Container Size	Frequency of Collection	Monthly Rate
Ninety gallon automated	1	\$ 22.00
	2	\$ 45.25
	3	\$ 67.50
	4	\$ 88.25
	5	\$ 110.25
	6	\$ 130.00
300/400 gallon automated or two cubic yard non compactor	1	\$ 161.75
	2	\$ 213.25
	3	\$ 259.75
	4	\$ 306.25
	5	\$ 355.25
	6	\$ 411.50
Four cubic yard non compactor	1	\$ 203.25
	2	\$ 269.50
	3	\$ 332.00
	4	\$ 403.00
	5	\$ 472.75
	6	\$ 534.25
Eight cubic yard non compactor	1	\$ 249.75
	2	\$ 346.75
	3	\$ 443.50
	4	\$ 537.75
	5	\$ 635.75
	6	\$ 728.75
Two cubic yard compactor	1	\$ 169.00
	2	\$ 335.50
	3	\$ 504.75

	4	\$ 672.50
	5	\$ 838.00
	6	\$ 1,006.75
Four cubic yard compactor	1	\$ 225.50
	2	\$ 453.25
	3	\$ 678.50
	4	\$ 905.25
	5	\$ 1,133.00
	6	\$ 1,359.75
Six cubic yard compactor	1	\$ 303.75
	2	\$ 611.25
	3	\$ 916.25
	4	\$ 1,221.25
	5	\$ 1,525.25
	6	\$ 1,830.00

Sec. 40-497. Additional charges.

- ii. The following Additional charges established in Section 2-117 will be assessed and collected upon the performance of the following described service or the occurrence of the described use or condition:
 1. Per cycle fee for usage of the Northgate Promenade Commercial Compactor. The minimum monthly charge as described in Section 40-495 for small businesses that jointly use a commercial-type refuse container will apply until usage exceeds five cycles per calendar month. - **\$21.00-** plus **\$4.50** per access after six or more times to access
 2. Daily rental fee for the use of any City-owned, 20 cubic yard roll-off container. - **\$4.75**
 3. Daily rental fee for the use of any City-owned, 30 cubic yard roll-off container. - **\$5.00**
 4. Daily rental fee for the use of any City-owned, 40 cubic yard roll-off container. - **\$5.25**
 5. Per carcass fee for 1 to 19 animal carcasses collected from a commercial veterinarian, plus a flat rate service charge of **\$24.50**. The flat rate service charge is waived for 20 or more animal carcasses collected at one time.
 6. Additional fee for collection service requested by customer in addition to the scheduled service on a 90-gallon container. - **\$16.00**
 7. Additional fee for any location (other than residential) where the container was blocked and the collection vehicle must return to provide service. - **\$24.25**
 8. Additional fee for collection service requested by customer in addition to the scheduled service on a 300-gallon or 400-gallon container. - **\$32.00**
 9. Additional fee for delivery and set-up on any City-owned, roll-off container. - **\$46.50**
 10. Additional fee for collection service requested by customer in addition to the scheduled service on a two cubic yard container. - **\$32.00**

11. Additional fee for collection service requested by customer in addition to the scheduled service on a two cubic yard compactor. - **\$40.50**
12. Additional fee for collection service requested by customer in addition to the scheduled service on a four cubic yard container. - **\$49.00**
13. Additional fee for collection service requested by customer in addition to the scheduled service on a four cubic yard compactor. - **\$56.75**
14. Additional fee for collection service requested by customer in addition to the scheduled service on an eight-cubic yard container. - **\$64.75**
15. Additional fee for collection service requested by customer in addition to the scheduled service on a six cubic yard compactor. - **\$73.50**
16. Unprepared solid waste minimum charge. - **\$80.00**
17. All roll-off container service per load plus current per-ton landfill charge. - **\$215.50**

5. Article V. Drainage Utility

The drainage utility fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics. Index adjustments cannot fall below zero.

a. Sec. 40-524. Rates.

- i. All charges shall be made in accordance with the classification of properties by the following categories:
 1. Residential service shall be charged on the basis of a set fee per residential unit.
 - a. Each single-family detached residential unit and each duplex residential unit: **\$7.00** per month.
 - b. Each residential unit with two or more attached residential units and all residential units in a complex identified as a multifamily apartment complex: **\$3.25** per month.
 2. All other lots, tracts and parcels of land within the City shall be considered and charged on the basis of commercial use in accordance with the schedule of drainage charges established in Section 2-117 which are hereby levied against all such remaining lots, tract or parcels of land within the City unless covered by exemptions listed herein. Commercial service shall be calculated on the basis of building square footage. **\$3.50/1,000** sq. ft. per month.

CHAPTER 103: BUILDINGS AND BUILDING REGULATIONS

2. Article V. Single-Family and Duplex Unit Rental Registration

a. Sec. 103-242(d). Registration required.

- i.** A fee established of **\$90.00** shall be assessed per building at the time of any required registration.

3. Article VI – Short Term Rental Registration

a. Section 103-248 (c). Fees.

- i. Application and Application Renewal Fees.** An annual application fee of **\$100.00** shall be assessed per unit at the time of any required registration. An annual application renewal fee of **\$75.00** shall be assessed per unit following the initial registration.
- ii. Life Safety Inspection Fee.** An inspection fee of **\$100.00** shall be assessed per dwelling unit for the required life safety inspection.
- iii. Life Safety Reinspection Fee.** If a dwelling unit does not pass the initial life safety inspection, the applicant shall pay a non-refundable re-inspection fee per dwelling unit of **\$124.00**.

January 25, 2024
Item No. 6.3.
Various Electrical Inventory Items

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on bid awards to KBS Electrical Distributors not to exceed \$300,065 and Techline, Inc. not to exceed \$1,557,218.06 for annual price agreements for electric warehouse inventory items not to exceed \$1,857,283.06.

Relationship to Strategic Goals:

Core Services and Infrastructure
Financially Sustainable City

Recommendation(s): Staff recommends award of this purchase with KBS Electrical Distributors in the amount not to exceed \$300,065.00 and Techline Inc. in the amount not to exceed \$1,557,218.06, for total annual price agreements of \$1,857,283.06. This purchase aligns with historical years' activity for Electrical warehouse needs.

Summary: Staff issued Bid #24-019 on November 29, 2023, for Annual Price Agreement for Purchase of Various Electric Inventory Items and the Bid was opened on December 14, 2023. Three (3) sealed proposals were received; Electric staff reviewed for compliance of required specifications, pricing, and delivery times.

Purchase Orders will be issued to vendors as inventory restock is required.

Budget & Financial Summary: Funds are available and budgeted within the Electrical Fund. Various projects will be expensed as supplies are requisitioned by staff and issued from inventory.

Attachments:

1. ITB-24-019 Tabulation

Bid#24-019 Proposal

**EXHIBIT A
CITY OF COLLEGE STATION**

BID #24-019 Annual Various Material for CSU Electric Department

12/14/2023

KBS

Item #	Description	CSU Provided Data		Bidder Provided Data		Quantity	Extended
Group A Materials - 15kV Underground Cable Accessories							
A-1	Disconnectable Secondary Transformer Connector, 350 MCM, Insulated	Preferred MFG	Polaris	MFG	POLARIS	400	\$ 11,720.00
		Preferred Catalog Number	PSMTLSC3506SLP	Catalog Number	PSMTLSC3506SLP		
		Alternates Accepted	YES	Delivery	16WEEKS		
		Inventory Item #	285-008-00007	Unit Price	\$ 29.30		
A-2	Disconnectable Secondary Transformer Connector, 500 MCM	Preferred MFG	Polaris	MFG	HOMAC	300	\$ 16,050.00
		Preferred Catalog Number	PSMTLECC500-6SL	Catalog Number	EZC6500SLC		
		Alternates Accepted	YES	Delivery	6WEEKS		
		Inventory Item #	285-008-00008	Unit Price	\$ 53.50		
A-3	Flood-Seal, Multi-port Secondary Connector, 6 port	Preferred MFG	Polaris	MFG	HOMAC	500	\$ 16,175.00
		Preferred Catalog Number	IPLWB600-6P	Catalog Number	RAB6C		
		Alternates Accepted	YES	Delivery	12WEEKS		
		Inventory Item #	285-008-00012	Unit Price	\$ 32.35		
A-4	Deadbreak T -OPH Connector, 600 Amp	Preferred MFG	COOPER	MFG	COOPER	50	\$ 24,250.00
		Preferred Catalog Number	TP615HH27TC	Catalog Number	TP615HH27TC		
		Alternates Accepted	NO	Delivery	40WEEKS		
		Inventory Item #	285-022-00036	Unit Price	\$ 485.00		
A-5	Inline Splice, 200 Amp	Preferred MFG	3M	MFG	3M	100	\$ 9,100.00
		Preferred Catalog Number	5411A-CI 1/0	Catalog Number	5411A-CI 1/0		
		Alternates Accepted	NO	Delivery	3-4WEEKS		
		Inventory Item #	285-076-00002	Unit Price	\$ 91.00		
A-6	Splice Re-jacketing Kit	Preferred MFG	3M	MFG	3M	100	\$ 10,990.00
		Preferred Catalog Number	SJ-2FB	Catalog Number	SJ-2FB		
		Alternates Accepted	NO	Delivery	3-4WEEKS		
		Inventory Item #	285-076-00005	Unit Price	\$ 109.90		
A-7	Inline Splice, 600 Amp	Preferred MFG	3M	MFG	3M	100	\$ 105,500.00
		Preferred Catalog Number	QS4-15JCN-QCI-5	Catalog Number	QS4-15JCN-QCI-500-1000		
		Alternates Accepted	NO	Delivery	3-4WEEKS		
		Inventory Item #	285-076-00007	Unit Price	\$ 1,055.00		
A-8	Elbow Arrester, 10 kV	Preferred MFG	COOPER	MFG	COOPER	100	\$ 9,075.00
		Preferred Catalog Number	3238018C10M	Catalog Number	3238018C10M		
		Alternates Accepted	YES	Delivery	STK-53WEEKS		
		Inventory Item #	285-082-00005	Unit Price	\$ 90.75		
A-9	1000MCM Termination Kit	Preferred MFG	3M	MFG	3M	100	\$ 46,900.00
		Preferred Catalog Number	3M #7655-S-4(L)-QL2-500-1000	Catalog Number	7655-S4(L)-QL2-500-1000		
		Alternates Accepted	NO	Delivery	3-4WEEKS		
		Inventory Item #	285-082-00010	Unit Price	\$ 469.00		
A-10	1/0 to #2 Termination Kit	Preferred MFG	3M	MFG	3M	100	\$ 23,900.00
		Preferred Catalog Number	#7652-S-4-TI-CI-T4-MB4	Catalog Number	7652-4-TI-CI-T4-MB4		
		Alternates Accepted	NO	Delivery	3-4WEEKS		
		Inventory Item #	285-082-00016	Unit Price	\$ 239.00		
A-11	Parking Stand Arrester, 10kV	Preferred MFG	COOPER	MFG	COOPER	50	\$ 12,900.00
		Preferred Catalog Number	3237686C10M	Catalog Number	3237686C10M		
		Alternates Accepted	YES	Delivery	STK-53WEEKS		
		Inventory Item #	285-082-00022	Unit Price	\$ 258.00		
A-12	Loadbreak Elbow, 200 Amp	Preferred MFG	ELASTIMOLD	MFG	COOPER		
		Preferred Catalog Number	162LRJS-C5240	Catalog Number	LE215CC06T		

Bid#24-019 Proposal

Item #	Description	CSU Provided Data		Bidder Provided Data		Quantity	Extended
		Alternates Accepted	YES	Delivery	STK-85WEEKS	500	\$ 18,125.00
		Inventory Item #	285-082-00028	Unit Price	\$ 36.25		
A-13	Loadbreak Bushing Insert, 200 Amp	Preferred MFG	ELASTIMOLD	MFG	COOPER	1000	\$ 36,850.00
		Preferred Catalog Number	1601A4	Catalog Number	LBI215		
		Alternates Accepted	YES	Delivery	STK-35WEEKS		
		Inventory Item #	285-095-00006	Unit Price	\$ 36.85		
A-14	Underground Fault Circuit Indicator	Preferred MFG	SmartGrid	MFG	SMART GRID	300	\$ 50,100.00
		Preferred Catalog Number	FI-3CS04NC-M-F	Catalog Number	FI-3CSO4NC-M-F		
		Alternates Accepted	NO	Delivery	10-12WEEKS		
		Inventory Item #	285-111-00001	Unit Price	\$ 167.00		
A-15	Pull Tape	Preferred MFG	Fibertek	MFG	NEPTCO	100	\$ 12,800.00
		Preferred Catalog Number	WP2500-3	Catalog Number	WP2500		
		Alternates Accepted	YES	Delivery	STOCK		
		Inventory Item #	M280-095-00001	Unit Price	\$ 128.00		
A-16	Protective Cap, 200 Amp	Preferred MFG	ELASTIMOLD	MFG	COOPER	200	\$ 6,420.00
		Preferred Catalog Number	160DRG	Catalog Number	LPC215		
		Alternates Accepted	YES	Delivery	STK-35WEEKS		
		Inventory Item #	M285-095-00004	Unit Price	\$ 32.10		
Group B Materials - Overhead Cable and Pole Accessories							
B-1	Riser Pole Arrestor 10 KV	Preferred MFG	OHIO BRASS	MFG	COOPER	150	\$ 8,700.00
		Preferred Catalog Number	PVR-221609-7324	Catalog Number	URS1005A1A1B1A		
		Alternates Accepted	YES	Delivery	STK-53WEEKS		
		Inventory Item #	285-003-00005	Unit Price	\$ 58.00		
B-2	Arrestor & Bracket for Polemount Transformers	Preferred MFG	Cooper	MFG	COOPER	150	\$ 7,800.00
		Preferred Catalog Number	UHS10050B1C1D1A	Catalog Number	UHS10050B1C1D1A		
		Alternates Accepted	YES	Delivery	STOCK		
		Inventory Item #	285-003-00007	Unit Price	\$ 52.00		
B-3	Polymer Bell Insulator	Preferred MFG	SALISBURY	MFG	SALISBURY	250	\$ 4,025.00
		Preferred Catalog Number	9503U-SI	Catalog Number	9503U-SI		
		Alternates Accepted	YES	Delivery	STOCK		
		Inventory Item #	285-035-00008	Unit Price	\$ 16.10		
B-4	Polymer Vise Top Insulator	Preferred MFG	PREFORMED	MFG	PREFORMED	500	\$ 14,300.00
		Preferred Catalog Number	IP-35-VTU2	Catalog Number	IP-35-VTUS		
		Alternates Accepted	NO	Delivery	6WEEKS		
		Inventory Item #	285-035-00013	Unit Price	\$ 28.60		
B-5	100 Amp Polymer Cut-Out	Preferred MFG	MACLEAN	MFG	ALUMA FORM	300	\$ 26,490.00
		Preferred Catalog Number	SC15HG116-BD	Catalog Number	CSG15-100A-110-CX-16KA		
		Alternates Accepted	YES	Delivery	4-6WEEKS		
		Inventory Item #	285-028-00001	Unit Price	\$ 88.30		
B-6	Large Dead-End Shoe 477	Preferred MFG	MACLEAN	MFG	MACLEAN	150	\$ 3,247.50
		Preferred Catalog Number	#HDSO-88	Catalog Number	HDSO-88		
		Alternates Accepted	YES	Delivery	STK-4WEEKS		
		Inventory Item #	285-047-00077	Unit Price	\$ 21.65		
B-7	Conduit Standoff Bracket	Preferred MFG	Barfield	MFG	ALUMA FORM	350	\$ 16,537.50
		Preferred Catalog Number	BASOCL6-12H	Catalog Number	6-CSO-12		
		Alternates Accepted	NO	Delivery	STK-4WEEKS		
		Inventory Item #	285-047-00108	Unit Price	\$ 47.25		
B-8	Bolt Clamp for Metal Banding Strap	Preferred MFG	BAND-IT	MFG	BAND IT		
		Preferred Catalog Number	D50489	Catalog Number	D50489		
		Alternates Accepted	NO	Delivery	2WEEKS		

Bid#24-019 Proposal

Item #	Description	CSU Provided Data		Bidder Provided Data		Quantity	Extended
		Inventory Item #	285-047-00120	Unit Price	\$ 15.65	250	\$ 3,912.50
B-9	Pole Setting Foam	Preferred MFG	POLY-SET	MFG	POLYSET	500	\$ 42,250.00
		Preferred Catalog Number	PS225W	Catalog Number	PS225W		
		Alternates Accepted	YES	Delivery	STOCK		
		Inventory Item #	285-065-00019	Unit Price	\$ 84.50		
B-10	Arrester Protective Cap	Preferred MFG	Kaddas	MFG	KADDAS	500	\$ 6,250.00
		Preferred Catalog Number	KE1053-GR	Catalog Number	KE1053GR		
		Alternates Accepted	NO	Delivery	6-8WEEKS		
		Inventory Item #	M285-003-00008	Unit Price	\$ 12.50		
B-11	1/0 H-Tap Copper Connector	Preferred MFG	BLACKBURN	MFG	BLACKBURN	1000	\$ 3,600.00
		Preferred Catalog Number	CF1010-1	Catalog Number	CF1010-1		
		Alternates Accepted	NO	Delivery	2WEEKS		
		Inventory Item #	M285-022-00003	Unit Price	\$ 3.60		
B-12	477 to 477 Shoot-On Connector	Preferred MFG	AMP	MFG	AMP	750	\$ 29,137.50
		Preferred Catalog Number	#1-602031-3	Catalog Number	1-602031-1		
		Alternates Accepted	NO	Delivery	STK-10WEEKS		
		Inventory Item #	M285-022-00012	Unit Price	\$ 38.85		
B-13	Transformer Grounding Lug	Preferred MFG	HUBBELL	MFG	PENN UNION	500	\$ 2,825.00
		Preferred Catalog Number	GTCS34A	Catalog Number	HGSE-020		
		Alternates Accepted	YES	Delivery	STOCK		
		Inventory Item #	M285-022-00026	Unit Price	\$ 5.65		
B-14	477 AAC Stirrup	Preferred MFG	Ampact	MFG	AMP	750	\$ 59,850.00
		Preferred Catalog Number	#602047	Catalog Number	602047		
		Alternates Accepted	NO	Delivery	10WEEKS		
		Inventory Item #	M285-047-00082	Unit Price	\$ 79.80		
B-15	Cut-Out Protector	Preferred MFG	PDM	MFG	POWER LINE SENTRY	500	\$ 18,800.00
		Preferred Catalog Number	PDM-4991	Catalog Number	CT-DO2		
		Alternates Accepted	YES	Delivery	2-3WEEKS		
		Inventory Item #	M285-028-00003	Unit Price	\$ 37.60		
B-16	5/8" Ground Rod Clamp	Preferred MFG	FARGO	MFG	BLACKBURN	250	\$ 662.50
		Preferred Catalog Number	GC268	Catalog Number	G5		
		Alternates Accepted	YES	Delivery	STOCK		
		Inventory Item #	M285-047-00025	Unit Price	\$ 2.65		
B-17	Parallel Groove Clamp	Preferred MFG	Hubbell	MFG	N/BID	500	\$ -
		Preferred Catalog Number	LC811AXB	Catalog Number			
		Alternates Accepted	NO	Delivery			
		Inventory Item #	M285-047-00030	Unit Price	\$ -		
B-18	Small Hotline Clamp	Preferred MFG	MACLEAN	MFG	MACLEAN	200	\$ 2,470.00
		Preferred Catalog Number	C1520	Catalog Number	C1520		
		Alternates Accepted	YES	Delivery	STOCK		
		Inventory Item #	M285-047-00027	Unit Price	\$ 12.35		
Group C Materials - Pull Boxes and Utility Enclosures							
C-1	Pull Box, 36"x60"x48"	Preferred MFG	Hubbell	MFG	CONCAST	30	\$ 86,340.00
		Preferred Catalog Number	A143660529XH1	Catalog Number	PBKO1-38-62-53-RSG		
		Alternates Accepted	YES	Delivery	30WEEKS		
		Inventory Item #	285-045-00007	Unit Price	\$ 2,878.00		
C-2	Pull Box, 48"x96"x48"	Preferred MFG	ARMORCAST	MFG	CONCAST	30	\$ 205,500.00
		Preferred Catalog Number	A6001449TAP-BCS	Catalog Number	PBKO1-60-108-48-RSG		
		Alternates Accepted	YES	Delivery	30WEEKS		
		Inventory Item #	285-045-00008	Unit Price	\$ 6,850.00		
		Preferred MFG	ARMORCAST	MFG	CONCAST		

Bid#24-019 Proposal

Item #	Description	CSU Provided Data		Bidder Provided Data		Quantity	Extended
C-3	Pull Box Extension 24" for a 48"x96"x48"	Preferred Catalog Number	A6001449PCX12	Catalog Number	PBEX-60-108-24	30	\$ 79,500.00
		Alternates Accepted	YES	Delivery	30WEEKS		
		Inventory Item #	285-045-00012	Unit Price	\$ 2,650.00		
C-4	Secondary Pedestal	Preferred MFG	NORDIC	MFG	N/BID	300	\$ -
		Preferred Catalog Number	PSP-151530-MG	Catalog Number			
		Alternates Accepted	YES	Delivery			
		Inventory Item #	285-045-00009	Unit Price	\$ -		
C-5	Transformer Box Pads	Preferred MFG	HIGHLINE	MFG	CONCAST	200	\$ 53,000.00
		Preferred Catalog Number	HL374315-2224	Catalog Number	FC-38-43-15-2224		
		Alternates Accepted	YES	Delivery	30WEEKS		
		Inventory Item #	210-017-00001	Unit Price	\$ 265.00		
Group D Materials - Fiberglass Crossarms							
D-1	Heavy Duty Deadend, 8'	Preferred MFG	SHAKESPEARE	MFG	PUPI	100	\$ 35,100.00
		Preferred Catalog Number	IDB096G12242	Catalog Number	DA4000096E2B7X2		
		Alternates Accepted	YES	Delivery	3-5WEEKS		
		Inventory Item #	285-047-00088	Unit Price	\$ 351.00		
D-2	Standard Duty Crossarm, 8'	Preferred MFG	SHAKESPEARE	MFG	PUPI	200	\$ 31,400.00
		Preferred Catalog Number	STB096N12602	Catalog Number	TB220009604X2		
		Alternates Accepted	YES	Delivery	3-5WEEKS		
		Inventory Item #	285-047-00093	Unit Price	\$ 157.00		
D-3	Standard Duty Crossarm, 10'	Preferred MFG	SHAKESPEARE	MFG	PUPI	200	\$ 35,900.00
		Preferred Catalog Number	STB120N12602	Catalog Number	TB220012005X2		
		Alternates Accepted	YES	Delivery	3-5WEEKS		
		Inventory Item #	285-047-00094	Unit Price	\$ 179.50		
D-4	Heavy Duty Deadend, 10'	Preferred MFG	SHAKESPEARE	MFG	PUPI	100	\$ 34,800.00
		Preferred Catalog Number	IDB120G12242	Catalog Number	DA3000120E2B9X2		
		Alternates Accepted	YES	Delivery	3-5WEEKS		
		Inventory Item #	285-047-00099	Unit Price	\$ 348.00		
Group E Materials - Streetlight Fixtures							
E-1	LED Cobrahead Light Fixture, Autobahn LED Roadway, LED 50	Preferred MFG	American Electric Lighting (AEL)	MFG	N/BID	50	\$ -
		Preferred Catalog Number	ATBS-G-MVOLT-R2-3K-BZ-NL-XL-P5	Catalog Number			
		Alternates Accepted	NO	Delivery			
		Inventory Item #	285-056-00015	Unit Price	\$ -		
E-2	LED Cobrahead Light Fixture, Autobahn LED Roadway, LED 130	Preferred MFG	American Electric Lighting (AEL)	MFG	N/BID	50	\$ -
		Preferred Catalog Number	ATBM-F-MVOLT-R3-BZ-NL-XL-P5	Catalog Number			
		Alternates Accepted	NO	Delivery			
		Inventory Item #	285-056-00017	Unit Price	\$ -		
E-3	LED Cobrahead Light Fixture, Autobahn LED Roadway, LED 210	Preferred MFG	American Electric Lighting (AEL)	MFG	N/BID	50	\$ -
		Preferred Catalog Number	ATBL-D-MVOLT-R3-BZ-NL-XL-P5	Catalog Number			
		Alternates Accepted	NO	Delivery			
		Inventory Item #	285-056-00018	Unit Price	\$ -		
E-4	LED Decorative Light Fixture	Preferred MFG	Holophane	MFG	N/BID	100	\$ -
		Preferred Catalog Number	AWDE2P5040KASM BZ3NNNL1X1UARF D290435	Catalog Number			
		Alternates Accepted	NO	Delivery			
		Inventory Item #	285-056-00016	Unit Price	\$ -		
Group F Materials - Motor Operators and LineScope Sensors							

Bid#24-019 Proposal

Item #	Description	CSU Provided Data		Bidder Provided Data		Quantity	Extended
F-1	ADMO Class Motor Operator - Reciprocating Motion	Preferred MFG	CLEAVELAND/PRICE	MFG	CLEAVELAND PRICE	20	\$ 163,160.00
		Preferred Catalog Number	#CB29AA04G001	Catalog Number	C29B1013G001		
		Alternates Accepted	NO	Delivery	32-34WEEKS		
		Inventory Item #	285-079-00014	Unit Price	\$ 8,158.00		
F-2	ADMO Class Motor Operator - Torsional Motion	Preferred MFG	CLEAVELAND/PRICE	MFG	CLEAVELAND PRICE	20	\$ 167,600.00
		Preferred Catalog Number	CB28AA11G01	Catalog Number	C28B1099G001		
		Alternates Accepted	NO	Delivery	32-34WEEKS		
		Inventory Item #	285-079-00015	Unit Price	\$ 8,380.00		
F-3	LINEPROBE CURRENT AND VOLTAGE SENSORS 15KV (SET OF 3)	Preferred MFG	CLEAVELAND/PRICE	MFG	CLEAVELAND PRICE	20	\$ 111,160.00
		Preferred Catalog Number	see description	Catalog Number	LPC015LG15		
		Alternates Accepted	NO	Delivery	32-34WEEKS		
		Inventory Item #	285-079-00017	Unit Price	\$ 5,558.00		

Total \$ 1,653,452.50
 KBS Award \$300,065.00

January 25, 2024

Item No. 6.4.

Right and Left Turn Prohibition for Commercial Trucks onto Holleman Drive from Wellborn Road

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance amending Chapter 38 "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1008 "Traffic Schedule VIII, No Right Turn and No Left Turn," of the Code of Ordinances of the City of College Station, to prohibit commercial trucks from turning westbound onto Holleman Drive from Wellborn Road.

Relationship to Strategic Goals:

1. Core Services and Infrastructure
2. Improving Mobility

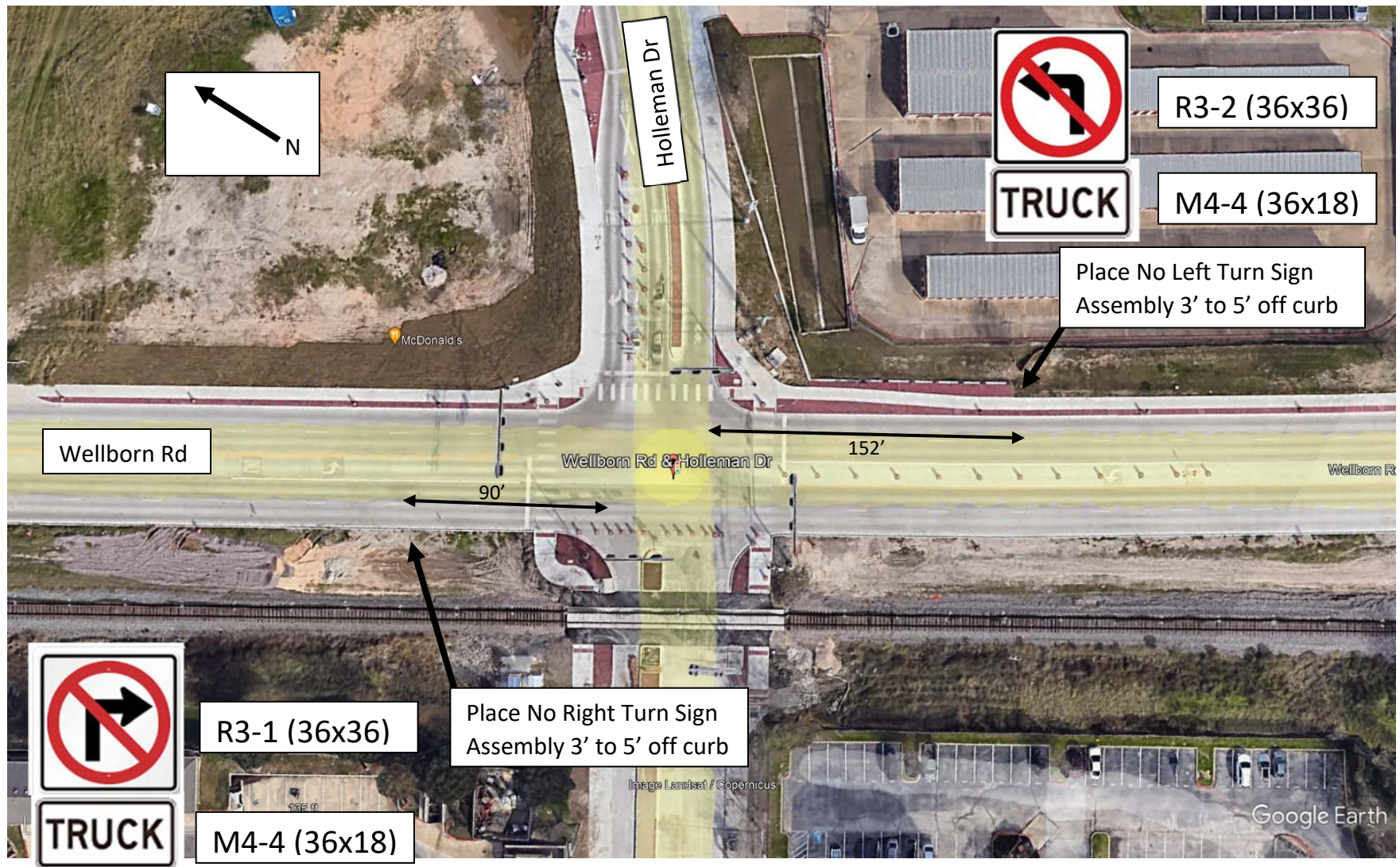
Recommendation(s): Staff recommends approval of the ordinance amendment.

Summary: Since the completion of the new railroad crossing at Holleman Drive and Wellborn Road (FM 2154), commercial trucks turning from Wellborn Road onto westbound Holleman Drive have hit the railroad mast arms four times. This is an unintended result of installed safety improvements at the crossing, which created a narrower roadway and turning radius. Because of this, Union Pacific has requested that the city prohibit commercial trucks from turning westbound onto Holleman Drive. Trucks will still have the ability to go straight through the intersection if already traveling westbound on Holleman Drive. Furthermore, trucks can access Holleman Drive from Marion Pugh, Jones Butler, and FM 2818. Public Works staff will work with Public Communications and already known contacts in the trucking industry to push information regarding the new ordinance prior to it going into effect.

Budget & Financial Summary: The "No Left Turn", "No Right Turn", and "Truck" signs are accounted for in the Public Works Traffic Operations and Maintenance budget.

Attachments:

1. Sign Placement Exhibit
2. Ordinance



No Left/Right Turn Truck Sign Assembly Locations
Intersection of Wellborn Rd & Holleman Dr

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38 “TRAFFIC AND VEHICLES,” ARTICLE VI, “TRAFFIC SCHEDULES,” SECTION 38-1008 “TRAFFIC SCHEDULE VIII, NO RIGHT TURN AND NO LEFT TURN,” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY ADDING THE INTERSECTION OF WELLBORN ROAD AND HOLLEMAN DRIVE; BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Chapter 38 “Traffic and Vehicles,” Article VI, “Traffic Schedules,” Section 38-1008 “Traffic Schedule VIII, No Right Turn and No Left Turn,” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** 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 _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Chapter 38 “Traffic and Vehicles,” Article VI, “Traffic Schedules,” Section 38-1008 “Traffic Schedule VIII, No Right Turn and No Left Turn,” is hereby amended to include the following entry:

<i>Street</i>	<i>Intersecting Street</i>	<i>Travel Direction</i>	<i>No Lt. Turn</i>	<i>No Rt. Turn</i>
Wellborn Road	Holleman Drive	southwest		v ³
Wellborn Road	Holleman Drive	northeast	v ³	
³ Applies to commercial trucks only turning from Wellborn Road to Holleman Drive westbound across the railroad tracks.				

January 25, 2024
Item No. 6.5.
Visitor Center Fees

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on amending the Code of Ordinances, Chapter 2 “Administration”, Article V “Finance”, Division 2. “Fees, Rates and Charges”, by adding Section 2-123 “City Facility Use Fees” related to the establishment of fees for public use of the Visitor Center and other City facilities.

Relationship to Strategic Goals:

Good Governance
Financial Sustainability
Core Services & Infrastructure
Neighborhood Integrity
Diverse & Growing Economy
Improving Mobility
Sustainable City

Recommendation(s): Staff recommends the City Council approval of the amendment to the Code of Ordinances.

Summary: On August 28, 2023, the City opened a Visitor Center and event space at 1207 Texas Avenue. The space was built with the intention of public use. To establish the ability to charge an appropriate fee for use, the Code of Ordinances must be amended to establish the section in the Code where the fees will be located.

All fees, rates and charges in the Code of Ordinances are adopted by resolution of the City Council as provided in Sec. 2-117 of the Code. Initial rental fees for FY24 are proposed as follows and are established in the Fee Resolution every year during the annual budget. This ordinance amendment establishes the authority for the fee and the Fee Resolution sets the amount of the fee.

User Fee up to 4 hours	\$2,000
User Fee up to 8 hours	\$3,000
Refundable Security Deposit	50% of applicable User Fee
Event Ticket Sales	10% of gross ticket sales
Use of City Staff for Set-Up, Take Down, Clean-up or Security,	Applicable fully loaded direct costs for personnel utilized for actual time incurred

The fees in this section are

adjusted annually during the budget process based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics. Index adjustments cannot fall below zero.

Budget & Financial Summary: This change will not impact the budget.

Attachments:

1. Ord Amend CH 2 Admin Sec 2-123 City Facility Use Fees

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 2, “ADMINISTRATION,” ARTICLE V, “FINANCE,” DIVISION 2 “FEES, RATES AND CHARGES,” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY ADDING SECTION 2-123 “CITY FACILITY USE FEES” RELATING TO CITY FACILITY USE FEES; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Chapter 2, “Administration,” Article V, “Finance,” Division 2 “Fees, Rates and Charges,” of the Code of Ordinances of the City of College Station, Texas, be amended by adding Section 2-123 as set out in **Exhibit “A”** 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 _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

That Chapter 2, “Administration,” Article V, “Finance,” Division 2 “Fees, Rates and Charges,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended by adding Section 2-123 and is to read as follows:

Sec. 2-123. – City Facility Use Fees.

- a.** The City Manager may set the fees, rates, or charges to use any City Facility that is not covered by the Code of Ordinances.

Fees for the following Services are established in 2-117

- b.** 1207 Visitor Center and Event Space user fees, rates, and charges.

January 25, 2024
Item No. 6.6.
Dakota Lane No Parking Swap

Sponsor: Jason Schubert

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance amending Chapter 38 "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time," of the Code of Ordinances of the City of College Station, Texas, by removing parking on the southwest side of Dakota Lane from Buena Vista to Alamosa Street and reinstating parking on the northeast side of Dakota Lane from Alamosa Street to Buena Vista.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

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

Summary: The proposed ordinance modifies on-street parking restrictions on Dakota Lane in the Summit Crossing subdivision to swap sides of the street. In January 2018, parking was removed on the northeast side of Dakota Lane between Alamosa Street and Buena Vista as part of Ordinance 2018-3978. The developer of Phase 3B of the Summit Crossing subdivision chose to construct a standard width residential street and remove on-street parking on one side to to comply with the Single-Family Residential Parking Requirements for Platting section of the Unified Development Ordinance (UDO). The developer chose to remove parking on the northeast side and no parking signs were installed with the construction of the street.

City staff has received multiple requests from area residents after the townhouses on the street were constructed to relocate the no parking restriction to the opposite side. The northeast side does not have any driveways as the townhouses on that side have a rear alley for access. The townhouses on the southwest side have front driveways as they do not have a rear alley. In this configuration, there are very limited areas to park on the southwest side due to the number of driveways, while the northeast side does not have any constraints along the entire length. Staff agrees with the requested change as it will greatly increase the availability of on-street parking along Dakota Lane while still complying with the option in the UDO to have parking removed from one side of the street. Notifications were sent to property owners within 200 feet of Dakota Lane and their HOA informing them of the proposed change. To date, two area residents have expressed support for the change.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. No Parking Exhibit
3. Aerial

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38, “TRAFFIC AND VEHICLES,” ARTICLE VI “TRAFFIC SCHEDULES,” SECTION 38-1014 “TRAFFIC SCHEDULE XIV, NO PARKING HERE TO CORNER AND NO PARKING AT ANY TIME BY REMOVING PARKING ON THE SOUTHWEST SIDE OF DAKOTA LANE FROM BUENA VISTA TO ALAMOSA STREET AND REINSTATING PARKING ON THE NORTHEAST SIDE OF DAKOTA LANE FROM ALAMOSA STREET TO BUENA VISTA, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 38, “Traffic and Vehicles,” Article VI “Traffic Schedules,” Section 38-1014 “Traffic Schedule XIV, No Parking Here to Corner and No Parking at Any Time,” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.

PART 2: 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 upon a finding of liability thereof shall be deemed liable for a civil offense and punished with a civil penalty of not less than one dollar (\$1.00) and not more than two thousand dollars (\$2,000.00) or upon conviction thereof guilty of a misdemeanor, shall be punished by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00). 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 25th day of January, 2024.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

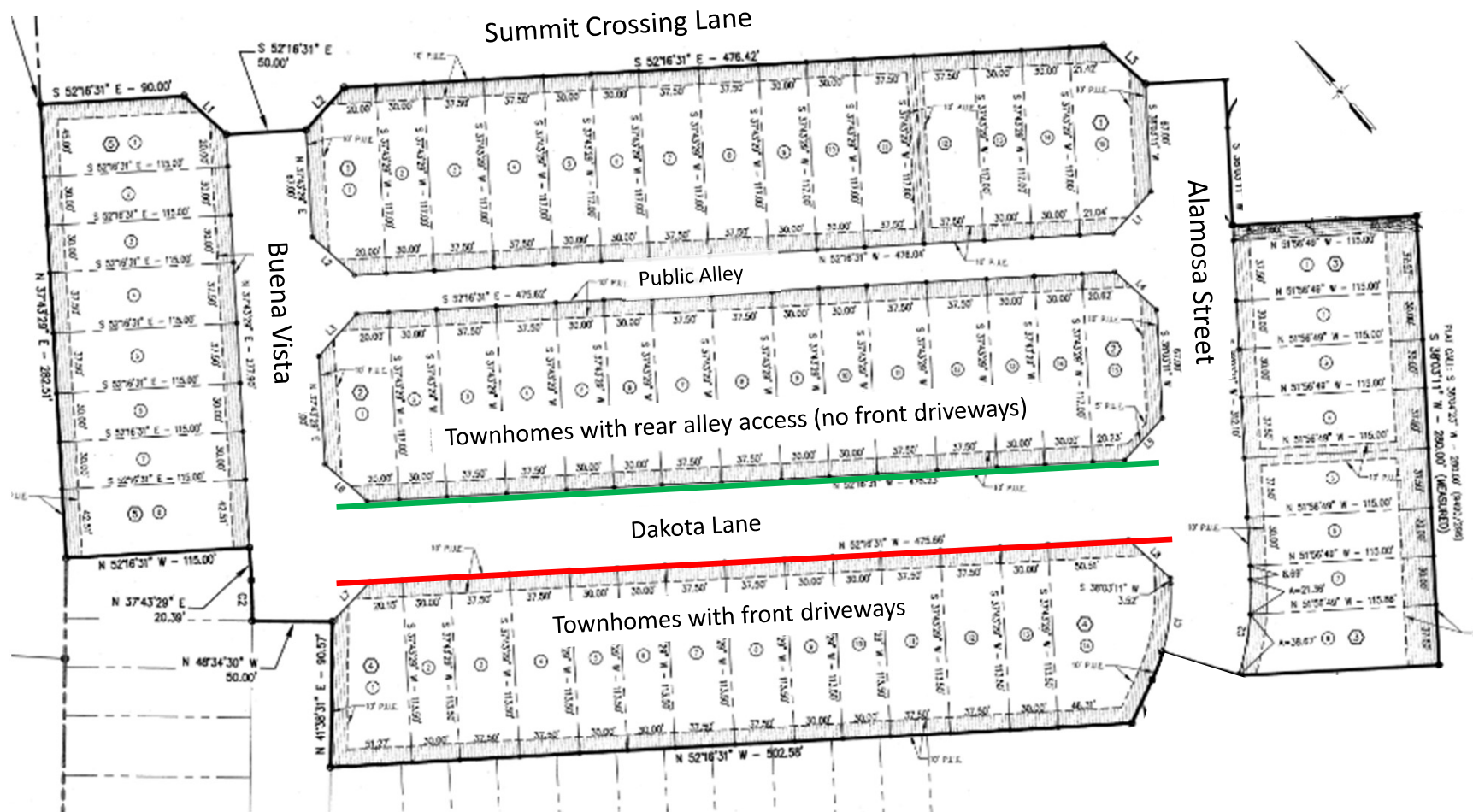
That Chapter 38, “Traffic and Vehicles,” Article VI. “Traffic Schedules”, Section 38-1014 “Traffic Schedule XIV, No Parking Here to Corner and No Parking at Any Time,” is hereby amended to reflect the following changes:

Add:

<i>Traveling on</i>	<i>Between</i>	<i>Travel Direction</i>	
Dakota Lane	Buena Vista and Alamosa Street	Southeast	No parking any time

Remove:

<i>Traveling on</i>	<i>Between</i>	<i>Travel Direction</i>	
Dakota Lane	Alamosa Street and Buena Vista	North	No parking any time



- Parking Removal
- Parking Reinstated (existing no parking)

Dakota Lane No Parking Swap
Summit Crossing Subdivision Phase 3B



- Parking Removal
- Parking Reinstated (existing no parking)

January 25, 2024

Item No. 6.7.

**Resolution Supporting Grant Application for Texas Parks and Wildlife Department
Recreational Trails Program**

Sponsor: Jason Schubert

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding a Resolution supporting the submission of a grant application to Texas Parks and Wildlife Department for the Spring Creek trail project to extend it from its current terminus behind the SoCo at Tower Point Apartments to Southern Oaks Park at Alexandria Avenue.

Relationship to Strategic Goals:

- Financial Sustainability
- Improving Mobility

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

Summary: The proposed item is a resolution in support of a grant application to seek additional funding for the extension of the Spring Creek Trail. The Texas Parks and Wildlife Department has posted their 2024 Recreational Trails grant program and is accepting applications through February 1, 2024. The reimbursable grant can be up to 80% of a project's total cost with a maximum grant of \$300,000 for non-motorized trails. As such, a minimum 20% local match is required for the program and a project with a cost of \$375,000 can result in up to a \$300,000 grant. This grant application supports the Council's Strategic Plan of Financial Sustainability by seeking grant funding sources and Improving Mobility by seeking to increase multimodal infrastructure.

There are several future trail projects identified on the Bicycle, Pedestrian, and Greenway (BPG) Master Plan that would qualify. Given the scale and priority of potential projects, the extension of the Spring Creek trail was selected as it would connect the existing section of trail that dead ends behind the SoCo at Tower Point Apartments and extend it as a 10-foot-wide concrete path approximately 1,000 feet to Southern Oaks Park across Alexandria Avenue. It would be located on existing City property that was converted from greenway to parkland and would create a continuous half mile trail along the Spring Creek corridor. A project site map has been attached for reference. The BPG Master Plan designates other sections of planned trails that can be continued in the future from this portion to provide a larger recreational trail network along this creek corridor.

The Bicycle, Pedestrian, and Greenways Advisory Board is currently in the process of updating the prioritization of unfunded bicycle and pedestrian projects, including trails and shared-use paths. The proposed section was identified as the #3 unfunded trail/shared-use path project in their prior ranking effort. A presentation was made at the January 9, 2024 meeting of the Parks and Recreation Board regarding the proposed grant application and trail extension, and they expressed support for the project.

It is anticipated that notice of grant awards will be provided to recipients in late spring or early summer 2024. If awarded, a Council resolution confirming the City's support and financial commitment will be needed for the project to begin.

Budget & Financial Summary: The preliminary cost estimate for the project is \$450,000. With a maximum grant award of \$300,000, the City would be responsible for the remaining \$150,000. These funds are available as part of implementation and grant matching funds contained in project ST-1804. The cost estimate will be finalized prior to submitting the application by February 1, 2024.

Attachments:

1. Resolution
2. Project Site Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SUPPORTING A RECREATIONAL TRAILS GRANT APPLICATION TO THE TEXAS PARKS AND WILDLIFE DEPARTMENT FOR THE SPRING CREEK TRAIL EXTENSION.

WHEREAS, the Texas Parks and Wildlife Department has released the 2024 Recreational Trails Grant Program; and

WHEREAS, the City of College Station proposes to submit an application for grant funds from said program by February 1, 2024; and

WHEREAS, the Spring Creek Trail extension project is identified on the Bicycle, Pedestrian, and Greenways Master Plan as extending an existing trail located along a natural creek corridor; and

WHEREAS, the Bicycle, Pedestrian, and Greenways Advisory Board has ranked this section of the planned Spring Creek Trail as a high priority (#3) of unfunded trail/shared-use path projects; and

WHEREAS, the City of College Station will enter into a grant agreement with the Texas Parks and Wildlife Department to complete the project if awarded grant funds; now, therefore,

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

PART 1: The City Council of the City of College Station has reviewed and supports the proposed Spring Creek Trail Extension project; and

PART 2: The City of College Station has sufficient funds available to provide the amount specified as matching funds contributions; and

PART 3: The City Council of the City of College Station approves the request for grant funds; and

PART 4: That the City Manager as the official representative of the City or his designee is directed and authorized to apply for, accept, reject, alter or terminate the grant application on behalf of the City of College Station; and

PART 5: That this Resolution shall take effect immediately from and after its passage.

ADOPTED this 25th day of January, 2024.

ATTEST:

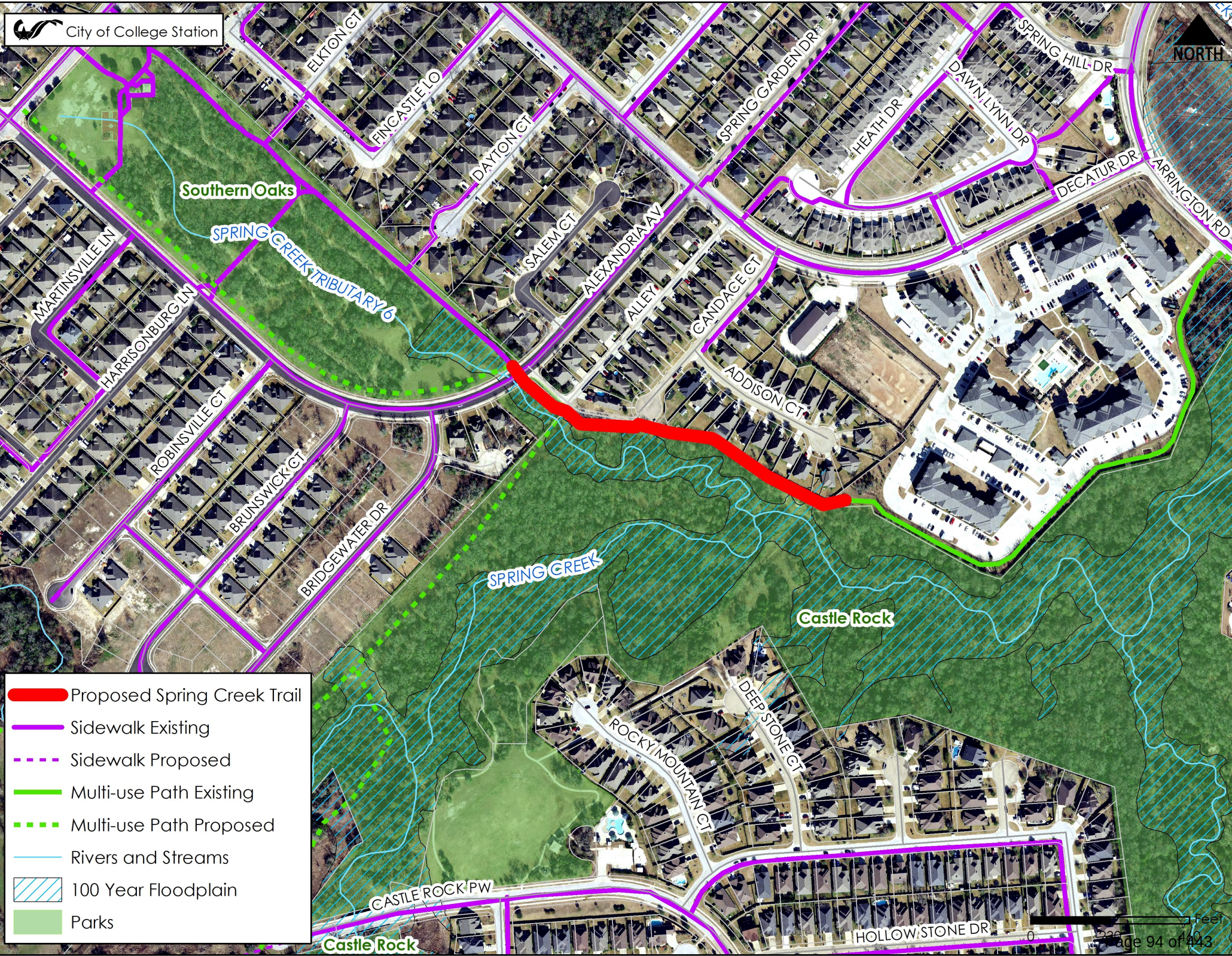
City Secretary

APPROVED:

City Attorney

APPROVED:

Mayor



- Proposed Spring Creek Trail
- Sidewalk Existing
- Sidewalk Proposed
- Multi-use Path Existing
- Multi-use Path Proposed
- Rivers and Streams
- 100 Year Floodplain
- Parks

January 25, 2024
Item No. 8.1.
FY24 Budget Amendment #1

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action on Budget Amendment 1 amending Ordinance No. 2023-4457 that amends the 2023-2024 Fiscal Year Budget in the amount of \$13,570,548.

Relationship to Strategic Goals:

1. Good Governance
2. Financially Sustainable City
3. Core Services and Infrastructure

Recommendation(s): Staff recommends the City Council approve Budget Amendment #1.

Summary: The charter of the City of College Station provides for the City Council to amend the annual budget in the event there are revenues available to cover expenditures and after holding a public hearing on such budget amendment.

The proposed budget amendment is to increase the FY24 budget appropriations by \$13,570,548 primarily because of the annual encumbrance roll for goods budgeted and ordered in FY23 or prior and not yet received. Fleet purchases make up most of the encumbrance roll.

An alternate ordinance is on the agenda with the same budget increases as the regular budget amendment ordinance as described above. The alternate ordinance amends the City Manager's authority to approve and execute real estate contracts and related documents authorizing expenditure of public funds that are \$500,000 or less that are only for the purchasing real property for eligible Community Development activities, subject to and contingent upon the appropriation of sufficient budgeted CDBG or HOME funds.

The Council only needs to approve one of these ordinances.

Budget & Financial Summary: The City has resources or can reasonably expect resources to cover the appropriations in this budget amendment. The attached summary has the complete description of the items included on the proposed budget amendment. If approved, the net revised 2023-2024 budget appropriations will be \$505,623,316.

Attachments:

1. FY24 Budget Amendment #1 Ordinance
2. FY24 Budget Amendment #1 Ordinance (with CMO CDBG Language Changes)
3. FY24 Encumbrance Roll Summary

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 2023-4457 AS BUDGET AMENDMENT NUMBER 1 AMENDING THE BUDGET FOR THE 2023-2024 FISCAL YEAR AND AUTHORIZING AMENDED EXPENDITURES AS THEREIN PROVIDED.

WHEREAS, on August 24, 2023, the City Council of the City of College Station, Texas, adopted Ordinance No. 2023-4457 approving its Budget for the 2023-2024 Fiscal Year: and

WHEREAS, this amendment was prepared and presented to the City Council and a public hearing held thereon as prescribed by law and the College Station City Charter, after notice of said hearing having been first duly given; now, therefore,

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

PART 1: That Ordinance No. 2023-4457 is hereby amended by amending the 2023-2024 Budget adopted by a net amount of \$13,570,548 as further detailed in **Exhibit A**.

PART 2: That this Budget Amendment Number 1 shall be attached to and made a part of the 2023-2024 Budget.

PART 3: That except as amended hereby, Ordinance No, 2023-4457 shall remain in effect in accordance with its terms.

PART 4: That this ordinance shall become effective immediately after passage and approval.

PASSED and APPROVED this _____ day of _____ 2024.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A – FY24 BUDGET AMENDMENT #1 DETAIL LISTING

1. **Community Development Expenditure Authorization Increase - (Ordinance Change).** This item will revise Ordinance 2023-4457 which approved the FY24 Budget to authorize the City Manager to approve and execute contracts and documents authorizing expenditure of public funds that are \$500,000 or less that are only for the purchasing real property for eligible Community Development activities, subject to and contingent upon the appropriation of sufficient budgeted CDBG or HOME funds.
2. **Encumbrance Roll \$12,061,921 (Budget Amendment).** Several expenditures were not completed in FY23 due to supply chain delays and other constraints. Those goods and services were budgeted in FY23 but will not be received until FY24. This amendment increases the FY24 budget appropriation in each applicable fund for the eligible items. Vehicles and equipment represent \$10,98,536 (86%) of the encumbrance roll, with supplies and professional services in progress representing the remaining balance. FY24 Encumbrance Roll Summary (attached) gives a brief description and totals by fund, by department.
3. **Recreation Center Study - \$200,000 (Budget Amendment).** This item will increase the budget in Capital **Projects** Operations for the recreation center study. Funds will come from existing General Fund balance.
4. **Heat Island Tree Planting Grant - \$86,605 (Budget Amendment).** In 2022, the City developed the “Cooling” College Station: A Five-Year Planting Plan for Urban Heat Mitigation. This had a goal of **mitigating** urban heat island effects withing the cities. This plan is to plant 117 trees in two parks and install water-wise irrigation. A 50% matching grant up to \$43,302.50 was granted to the City through the Texas A&M Forestry Service from the Community Forestry Grant Program. City of College Station Parks Department will be executing the tree planting.
5. **Municipal Strategy Studies - \$200,000 (Budget Amendment).** This item will appropriate additional budget for two special studies. These costs were previously reserved in the General Fund Assigned Fund Balance for Future Economic Development. This item will reduce the Assigned Fund Balance and increase the relevant departmental budgets.
6. **IT Replacement – 6 ICE Servers \$380,000 (Budget Amendment and Interfund Transfer).** Transfer between IT Replacement Fund and General Fund to reconcile previously planned purchases. Prior **year** supply chain issues caused a backlog of IT related purchases which have recently been delivered. Appropriate funding was allocated to and is available in the IT Replacement Fund to cover the current year expenses.
7. **Fire Department – AFG Grant Monitor/Defibrillator purchase \$331,122 (Budget Amendment).** **Funding** for the purchase of 10 monitors/defibrillators with funds available from an Assistance to Firefighter Grant (AFG Grant). The purchase will update our cardiac monitors in each ambulance.
8. **Police Department Victim Liaison Grant (VCLG) - \$92,000 (Budget Amendment) 1.0 FTE addition.** Police grant from the Office of the Attorney General for adding a Victim Liaison position. Victim **Advocates** are expected to promote and educate the community and other professionals about victim rights and services to identify crime victims and provide or refer them to needed services.
9. **Police Department – Rifle Resistant body armor grant purchase \$218,870 (Budget Amendment).** Funding for the purchase of 159 units of rifle resistant body armor using awarded funds from the Office of the **Governor** not to exceed \$218,870.

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 2023-4457 AS BUDGET AMENDMENT NUMBER 1 AMENDING THE BUDGET FOR THE 2023-2024 FISCAL YEAR AND AUTHORIZING AMENDED EXPENDITURES AS THEREIN PROVIDED AND AMENDING THE CITY MANAGER'S EXPENDITURE AUTHORITY AS THEREIN PROVIDED.

WHEREAS, on August 24, 2023, the City Council of the City of College Station, Texas, adopted Ordinance No. 2023-4457 approving its Budget for the 2023-2024 Fiscal Year: and

WHEREAS, this amendment was prepared and presented to the City Council and a public hearing held thereon as prescribed by law and the College Station City Charter, after notice of said hearing having been first duly given to amend the Budget as described herein and to amend the Budget to authorize the City Manager to have increased expenditure authority as Community Development Block Grant (CDBG) funds and Home Investment Partnership Program (HOME) and

WHEREAS, the City of College Station is entitled to receive CDBG funds and HOME funds from the United States Department of Housing and Urban Development on an annual basis and prepares an Annual Action Plan and Community Development Budget as required to secure these funds; now, therefore;

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

PART 1: That Ordinance No. 2023-4457 is hereby amended by amending the 2023-2024 Budget adopted by a net amount of \$13,570,548 as further detailed in **Exhibit A**.

PART 2: That Ordinance No. 2023-4457 is hereby amended by authorizing the City Manager to approve and execute contracts and documents authorizing expenditure of public funds that are \$500,000 or less that are only for the purchasing real property for eligible Community Development activities, subject to and contingent upon the appropriation of sufficient budgeted CDBG or HOME funds.

PART 2: That this Budget Amendment Number 1 shall be attached to and made a part of the 2023-2024 Budget.

PART 3: That except as amended hereby, Ordinance No, 2023-4457 shall remain in effect in accordance with its terms.

PART 4: That this ordinance shall become effective immediately after passage and approval.

PASSED and APPROVED this _____ day of _____ 2024.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A – FY24 BUDGET AMENDMENT #1 DETAIL LISTING

1. **Community Development Expenditure Authorization Increase - (Ordinance Change).** This item will revise Ordinance 2023-4457 which approved the FY24 Budget to authorize the City Manager to approve and execute contracts and documents authorizing expenditure of public funds that are \$500,000 or less that are only for the purchasing real property for eligible Community Development activities, subject to and contingent upon the appropriation of sufficient budgeted CDBG or HOME funds.
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7. **Fire Department – AFG Grant Monitor/Defibrillator purchase \$331,122 (Budget Amendment).** **Funding** for the purchase of 10 monitors/defibrillators with funds available from an Assistance to Firefighter Grant (AFG Grant). The purchase will update our cardiac monitors in each ambulance.
8. **Police Department Victim Liaison Grant (VCLG) - \$92,000 (Budget Amendment) 1.0 FTE addition.** Police grant from the Office of the Attorney General for adding a Victim Liaison position. Victim **Advocates** are expected to promote and educate the community and other professionals about victim rights and services to identify crime victims and provide or refer them to needed services.
9. **Police Department – Rifle Resistant body armor grant purchase \$218,870 (Budget Amendment).** Funding for the purchase of 159 units of rifle resistant body armor using awarded funds from the Office of the **Governor** not to exceed \$218,870.

CITY OF COLLEGE STATION
ENCUMBRANCE ROLL BUDGET AMENDMENT SUMMARY
FY24 BUDGET AMENDMENT #1

FUND	DEPARTMENT	ENCUMBRANCE	
		ROLL AMOUNT	DESCRIPTION
General	Police	\$ 1,200,910	vehicles/equipment
General	Fire	900,731	uniforms, vehicle/equipment
General	Public Works	540,057	professional services, vehicle/equipment
General	Parks & Recreation	12,095	equipment
General	Planning & Development	155,000	professional services
General	Information Tech.	161,449	maintenance, supplies
General	Fiscal Services	10,000	professional services
General	CIP -Facilities	383,142	corrective maintenance projects
General	General Govt.	43,220	legal review & dcity standard form contracts
General	various departments	4,582,349	replacement vehicles/equipment
	General Fund Total	\$ 7,988,953	
Court Technology Fee	Fiscal Services Dept	63,324	Municipal Court IT upgrade
	Court Technology Fee Total	\$ 63,324	
Drainage	Non-Departmental	26,585	replacement vehicle/equipment
	Drainage Fund Total	\$ 26,585	
Northgate	Northgate	4,200	fiber installation
	Northgate Fund Total	\$ 4,200	
Electric	Electric	1,035,742	replacement vehicles/equipment
	Electric Fund Total	\$ 1,035,742	
Water	Water	36,756	vehicles/equipment
	Water Fund Total	\$ 36,756	
Wastewater	Wastewater	261,781	special studies, equipment
Wastewater	Non-Departmental	21,250	trailer
	Wastewater Fund Total	\$ 283,031	
Solid Waste	Public Works	756,700	vehicles/equipment
Solid Waste	Non-Departmental	1,866,630	replacement vehicles/equipment
	Solid Waste Fund Total	\$ 2,623,330	
EXPENDITURE TOTALS		\$ 12,061,921	
INTERNAL SERVICE FUNDS:			
Utility Customer Service	Fiscal Services	408,182	utility billing software, corrective maintenance projects
	Utility Customer Service Fund Total	\$ 408,182	
Fleet Maintenance	Public Works	14,939	vehicle lift
	Fleet Maintenance Fund Total	\$ 14,939	
All Funds		\$ 10,298,536	sum of all vehicle replacements in progress city-wide across all funds

	FY23 to FY24
Total to Roll	\$ 12,061,921
sum of all vehicle replacements/SLAs in progress city-wide across all funds	10,298,536
Roll of Macy's budget in General Fund	
Roll of remaining Purchase Power budget (as per FY22 BA #4)	
Roll of 1207 TX Ave budget	
Remainder	\$ 1,763,385

FY22 to FY23	FY21 to FY22	FY20 to FY21	FY19 to FY20
\$ 25,961,270	\$ 8,635,000	\$ 3,650,488	\$ 3,721,638
11,925,000	6,246,000	305,510	1,751,000
7,425,000			
2,700,000			
1,135,000			
\$ 2,776,270	\$ 2,389,000	\$ 3,344,978	\$ 1,970,638

January 25, 2024

Item No. 8.2.

Unified Development Ordinance Amendment - Platting Authority

Sponsor: Molly Hitchcock, Assistant Director of Planning and Development

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 2 "Development Review Bodies," Article 3 "Development Review Procedures," and Article 8 "Subdivision Design and Improvements" of the Code of Ordinances of the City of College Station, Texas, regarding the delegation of non-discretionary plat approval to the Administrator.

Relationship to Strategic Goals:

- Good Governance
- Core Services & Infrastructure

Recommendation(s): Staff recommends approval.

The Planning and Zoning Commission heard this item at their January 5, 2024 meeting and unanimously recommended approval (6-0).

Summary: In its regular session this past summer, the 88th Texas Legislature passed HB 3699 relating to municipal regulation of subdivisions and approval of subdivision plans or plats. One of the elements of the bill expanded the ability to delegate platting authority to the staff level. Currently, the Planning and Zoning Commission has the authority to approve subdivision waivers and final plats. Staff has the authority to approve preliminary plans and minor and amending final plats. State statute now allows for the ability to approve, approve with conditions, or disapprove a plat to be delegated to City staff.

This item was discussed at the December 4, 2023 Planning and Zoning Commission, where the Commission recommended an ordinance amendment to delegate platting authority to staff for any plat approvals that do not require a public hearing, waivers, or discretion. Essentially, if a plat meets the requirements outlined in the ordinance, staff would have the authority to approve it. This type of delegation is similar to other types of permits that the City issues, including site plans, building permits, etc. If they meet the code requirements, staff has the authority to approve them, and there is no further action needed by a board, commission, or the City Council. Per state law, if a plat meets all of the requirements, the City has to approve it. Therefore, taking a plat that has to be approved to the Planning and Zoning Commission creates a longer process and increases the amount of resources that are needed. Again, if there is a public hearing that is needed, a waiver that is requested, or a discretionary item, the plat would still go to the Planning and Zoning Commission for consideration.

By delegating certain platting authority to staff, it will have the following advantages:

- Time efficiency: Delegating platting authority reduces the time required for plat approvals, which enhances customer service.

- Administrative relief: Staff will no longer need to prepare detailed reports and maps for each plat, as typically done for Commission approval.
- Reduction in the number of meetings needed: Eliminating the need for separate Commission meetings solely for plat approvals saves resources. There have been several meetings over the recent years where the only thing on the agenda was to approve a plat on the consent agenda. Holding a public meeting requires generating item materials, preparing an agenda, assembling a quorum of the Commission, as well as attendance by several staff members.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Article 2 redlines
3. Article 3 redlines
4. Article 8 redlines

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A, “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 2, “DEVELOPMENT REVIEW BODIES,” SECTION 2.12, “SUMMARY OF REVIEW AUTHORITY,” ARTICLE 3 “DEVELOPMENT REVIEW PROCEDURES,” SECTION 3.2.G.1, “SUMMARY OF NOTICE REQUIRED,” SECTION 3.2.J.3.c, “TIME FOR FILING PETITION AND SUPPORTING DOCUMENTATION,” SECTION 3.2.J.6, “EXPIRATION OR FAILURE TO FILE APPLICATION,” SECTION 3.7 “PLATS,” ARTICLE 8, “SUBDIVISION DESIGN AND IMPROVEMENTS,” SECTION 8.3.A, “SUITABILITY OF LANDS,” SECTION 8.3.N.5.a.1, “ORGANIZED WASTEWATER COLLECTION AND TREATMENT SYSTEM,” SECTION 8.7.B, “GUARANTEE OF PERFORMANCE,” AND SECTION 8.9, “CERTIFICATIONS” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO THE DELEGATION OF PLATTING AUTHORITY; 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,” Section 2.12, “Summary of Review Authority,” Article 3 “Development Review Procedures,” Section 3.2.G.1, “Summary of Notice Required,” Section 3.2.J.3.c, “Time for Filing Petition and Supporting Documentation,” Section 3.2.J.6, “Expiration or Failure to File Application,” Section 3.7 “Plats,” Article 8, “Subdivision Design and Improvements,” Section 8.3.A, “Suitability of Lands,” Section 8.3.N.5.a.1, “Organized Wastewater Collection and Treatment System,” Section 8.7.B, “Guarantee of Performance,” and Section 8.9, “Certifications” 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,” and Exhibit “I,”** 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 25th day of January, 2024.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Appendix A, “Unified Development Ordinance,” Article 2, “Development Review Bodies,” Section 2.12, “Summary of Review Authority,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

“The following table summarizes the authority of the various review bodies and staff.

Summary of Review Authority									
Development Review Procedure	City Council	Planning and Zoning Comm.	Zoning Board of Adj.	Design Review Board	Land. Comm.	Bike, Ped. & Grnwy	Admin.	Building Official	Dev. Engr.
KEY: A = Appeal R = Recommend D = Final Action/Decision RR = Review/Report									
CITY COUNCIL									
Oversize Participation	D								RR
Development Agreement	D						RR		R
Conditional Use Permit	D	R					RR		
Official Zoning Map Amendment	D	R					RR		
Official Zoning Map Amendment (HP)	D	R			R		RR		
P-MUD/PDD Concept Plan	D	R					RR		
Unified Development Ordinance Text Amendment	D	R				R	RR		
Comprehensive Plan Amendment	D	R				R	RR		
Impact Fee/CIP Priorities	D	R				R			RR
Annexations	D	R					RR		
Municipal Utility Districts	D	R					RR		
PLANNING AND ZONING COMMISSION									
Preliminary Plan or Plat with Discretionary Item	A	D					RR		R
Preliminary Plan or Plat with Waiver of Subdivision Standard	A	D					RR		R
Development Exaction Appeal	A	D							RR
ZONING BOARD OF ADJUSTMENT									
Variance			D				RR	R	RR
Administrative Appeal			D				RR		
Official Zoning Map Interpretation			D				RR		
DESIGN REVIEW BOARD									
Site Plan in WPC				A			D		R
Building/Sign Permit Review in WPC				A			D		
Parking Waivers in WPC		A		D			RR		
Waivers in NG				D			RR		
Non-Residential Architectural (NRA) Standards Waiver				D			RR		
NRA Standards Alternative Compliance				D			RR		

LANDMARK COMMISSION									
Certificates of Appropriateness	A				D		RR		
Certificates of Demolition	A				D		RR		
ADMINISTRATOR									
Architectural Reviews							D		
Interpretation		A (a)	A				D		
Sign Permit			A				D		
Site Plan				A (b)			D		R
Administrative Adjustment			A				D		
WPC Building or Sign, Minor			A				D		
Preliminary Plan (no discretionary item or subdivision waiver)							D		R
Plat (no discretionary item or subdivision waiver)		A					D		R
P-MUD/PDD Concept Plan Minor Amendment		A					D		
Certificate of Appropriateness, Routine Maintenance Work					A		D		
NG Roof Color Palette Amendment		A					D		
Alternative Parking Plans		A					D		
Determination of Plat Applicability		A					D		R
BUILDING OFFICIAL									
Building Permit								D	
Certificate of Occupancy							R	D	R
Certificate of Completion							R	D	R
DEVELOPMENT ENGINEER									
Development Permit									D
Driveway Application				A					D
Alternative Construction Material				A					D

Notes:

- (a) Standards of Article 8, Subdivision Design and Improvements only.
- (b) Standards of the Site Plans Section and the Site Plans in WPC Wolf Pen Creek Section of Article 3, Development Review Procedures of this UDO only.”

Exhibit B

That Appendix A, “Unified Development Ordinance,” Article 3 “Development Review Procedures,” Section 3.2.G.1, “Summary of Notice Required,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

“G. Required Public Notice.**1. Summary of Notice Required.**

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

Summary of Notice Required			
Application Type	Published	Mailed	Agenda Posted
Comprehensive Plan Amendments	X	X (a)	X
Official Zoning Map Amendments (Rezoning)	X	X	X
Unified Development Ordinance Text Amendments	X		X
Conditional Use Permits	X	X	X
Plats	X (b)	X (b)	X
Design District – Site Plans/Building Permits			X
Certificates of Appropriateness			X
Certificates of Demolition (No economically viable use)	X	X	X
Variances	X	X	X
Appeals – Site Plan and Driveway			X
Waivers – Subdivision Design	X (b)	X (b)	X
Waivers – Buffer Requirements			X
Administrative Appeals	X		X
Development Exaction Appeals			X

Notes:

- (a) Applies only to amendments to the Comprehensive Plan Future Land Use & Character Map. This shall not apply to major evaluations and updates to the Comprehensive Plan, which have their own public notification and input processes.
- (b) Only when required per the Texas Local Government Code, as amended.”

Exhibit C

That Appendix A, “Unified Development Ordinance,” Article 3 “Development Review Procedures,” Section 3.2.J.3.C, “Time for Filing Petition and Supporting Documentation,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

“c. Time for Filing Petition and Supporting Documentation.

A petition for relief from a dedication or construction requirement shall be submitted to the Development Engineer within fourteen (14) calendar days following the Administrator’s or Planning and Zoning Commission’s decision to approve, conditionally approve or deny an application. The information in support of the petition as set forth above shall be submitted to the Development Engineer within sixty (60) calendar days following the initial decision unless the applicant (petitioner for relief) seeks an extension in writing. The Development Engineer may extend the time for submitting the information for a period not to exceed an additional thirty (30) calendar days for good cause shown.”

Exhibit D

That Appendix A, “Unified Development Ordinance,” Article 3 “Development Review Procedures,” Section 3.2.J.6, “Expiration or Failure to File Application,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

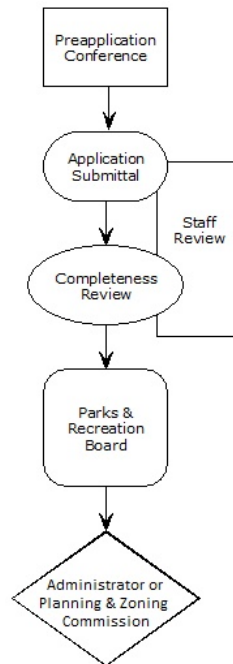
“6. Expiration or Failure to File Application.

Where an application was denied based upon the imposition of the standard requiring the dedication of land or construction of a required public infrastructure and the Administrator’s or Planning and Zoning Commission’s decision, if not further appealed (or the City Council’s decision if further appealed as applicable), is to grant some level of relief, the applicant must resubmit the application within sixty (60) calendar days following the date the relief is granted. If such re-submittal of the application is not made within the sixty (60) day period, the relief granted by the Commission (or City Council as applicable) on the petition shall expire.”

Exhibit E

That Appendix A, “Unified Development Ordinance,” Article 3 “Development Review Procedures,” Section 3.7 “Plats,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

“Plat Review Process



A. **Applicability.**

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

1. **Subdivision Plat Required.**

- a. Subdivision of property within the city limits or extraterritorial jurisdiction is required to be approved in accordance with applicable state law and as set forth herein when one (1) or more of the following occurs:
 - 1) The division of land (for any purpose) into two (2) or more parcels to lay out a subdivision of the tract, including an addition to the city, to lay out suburban, building, or other lots, or to lay out streets, alleys, squares, parks or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on to or adjacent to the streets, alleys, squares, parks or other parts;
 - 2) Development on a parcel not previously legally subdivided;
 - 3) Resubdivision of land that has previously been platted; or
 - 4) Amendment of any approved plat.

b. **Types of Subdivision Filings.**

1) Preliminary Plans.

A preliminary plan is required for the subdivision of all tracts of land within the city limits or extraterritorial jurisdiction, except as otherwise set forth in this UDO. A preliminary plan shall include the entire parent survey or tract of land under common ownership.

2) Final Plats and Replats.

A final plat is required for the subdivision of all property within the city limits or extraterritorial jurisdiction. A final plat shall include the entire preliminary plan area or less when the final plat adheres to the phasing identified on the approved preliminary plan. The final plat shall conform to the preliminary plan as approved by the Administrator, provided it incorporates all changes, modifications, corrections, and conditions imposed by the Administrator; and provided further, that it conforms to all requirements of these regulations and the Comprehensive Plan.

3) Minor Plats and Amending Plats.

A preliminary plan shall not be required prior to the application of a minor plat or amending plat. Amending plats are as described in Chapter 212 of the Texas Local Government Code, as amended. Minor plats or replats involve four (4) or fewer lots fronting on an existing street and do not require the creation of any new street or the extension of municipal facilities.

4) Vacating Plats.

A vacating plat shall adhere to the requirements of Chapter 212 of the Texas Local Government Code, as amended. Vacating plats shall be processed and reviewed in the same manner as a final plat.

c. Exemptions from Subdivision Plat Requirement.

The following subdivisions are exempt from subdivision plat requirements:

- 1) A division of land into parts greater than five (5) acres within the city limits and greater than ten (10) acres in the extraterritorial jurisdiction, where each part has access, and no public improvement is being dedicated;
- 2) Division of property that results from a governmental entity's land acquisition for public facilities such as the expansion of street right-of-way;
- 3) Any lot(s) forming a part of a subdivision created and recorded prior to July 15, 1970, the effective date of the City of College Station Subdivision Regulations, or prior to the date on which the Subdivision Regulations applied to the property through the extension of the extraterritorial jurisdiction;
- 4) A division of land performed by a political subdivision of the state, as defined in Chapter 245 of the Texas Local Government Code, as amended. Such entities that choose to plat voluntarily shall comply with all of the applicable requirements; or
- 5) A division of land created by order of a court of competent jurisdiction.

2. Development Plat Required.

- a. The City chooses to be covered by Subchapter B, Regulation of Property Development of Chapter 212 of the Texas Local Government Code, as amended. Any person who proposes the development of a tract of land or lot of record not located within a recorded subdivision within the city limits or the extraterritorial jurisdiction must have a development plat of the tract prepared in accordance with this Section. New development may not begin on the property until the development plat is filed with and approved by the City.

b. Exemptions from Development Plat Requirement.

The following developments are exempt from development plat requirements:

- 1) When an applicant is required to file a preliminary plan or final plat pursuant to other requirements of this Section, a development plat is not required in addition thereto.
- 2) The development of a tract of land within the city limits or the extraterritorial jurisdiction that meets all of the following criteria is not required to file a development plat:
 - (a) The tract is at least five (5) acres;
 - (b) The tract has access; and
 - (c) The development is a single-family home for the use of the property owner or a member of the property owner's family, an accessory structure(s) of the home, and/or an accessory structure(s) for the benefit of agricultural uses.
- 3) Development by a political subdivision of the state, as defined in Chapter 245 of the Texas Local Government Code, as amended. Such entities that choose to plat voluntarily shall comply with all of the applicable requirements.
- 4) The Administrator may waive the requirement for a development plat within the city limits when no parkland, public infrastructure, or public dedication is required on the subject tract.

B. Determination of Plat Applicability.

Upon written application and in compliance with Chapter 212 of the Texas Local Government Code, as amended, the Administrator shall make the following determinations regarding the tract of land identified in the request:

1. Whether a plat is required under this UDO for the tract of land; and
2. If a plat is required, whether it has been prepared and whether it has been reviewed and approved by the Planning and Zoning Commission or Administrator, as applicable.

The Administrator may require additional information and documents to be provided by the applicant to make the requested determination.

C. Application Requirements.

1. Pre-Application Conference.

Prior to the submission of a preliminary plan or a plat application required by this UDO, applicants are encouraged to schedule and attend an optional pre-application conference in accordance with the Pre-Application Conference Subsection of the General Approval Procedures Section above.

2. A complete application for review shall be submitted to the Administrator including payment of a fee as set forth in this UDO. Upon request, all preliminary plans and all plats shall be submitted in an electronic form acceptable to the Administrator and compatible with the City's geographic information system (GIS). The signatures of all owners of land within the boundary of the preliminary plan or the plat shall be required on the application. A representative of an owner may sign the application provided a written letter of agency is provided to the City with the application. If the property owner is not an individual but an entity (e.g., business or trust), the application must be accompanied by proof of authority for the individual to sign on behalf of the entity.
3. When required to submit the following, the applications shall comply with and/or show the following information:

a. Preliminary Plans.

When submitting preliminary plans, the following information is required:

- 1) The preliminary plan shall conform to the general requirements of this UDO and minimum standards of design and improvements as set forth in Article 8, Subdivision Design and Improvements of this UDO;
- 2) The words "PRELIMINARY PLAN - NOT FOR RECORD" shall appear on the plan;
- 3) The proposed name of the subdivision or development, which shall not have the same spelling as or be pronounced similar to the name of any other subdivision located within the county it is located;
- 4) The name and address of all property owners, developers and subdividers, engineers, and surveyors;
- 5) Description by metes and bounds of the subdivision which shall close within accepted land survey standards (labeled on boundary lines, not separate metes and bounds description). An accurate location of the subdivision or development shall be provided by reference to an established survey or league corner, City of College Station horizontal control monument, subdivision corner, or other known points. Primary control points or descriptions and ties to a control point, to which, later, all dimensions, angles, bearings, block numbers, and similar data shall be referred. The preliminary plan shall be oriented to a corner of the survey or tract, or an original corner of the original survey of which it is a part;
- 6) Subdivision boundary lines shall be indicated by heavy lines and the computed acreage of the subdivision or development shown;
- 7) Indicate whether the contiguous property is platted and provide the name of all contiguous subdivisions or names of owners of contiguous, unplatted parcels;
- 8) The following existing features shall be shown:
 - (a) The location, dimension, name, and description of all recorded streets, alleys, reservations, easements, or other public or private rights-of-way within the subdivision or development, intersecting or contiguous with its boundaries or forming such boundaries. In the case of pipelines carrying flammable gas or fuel, the approximate location, size of the line, design pressure and product transported through the line shall be shown;
 - (b) The location, dimension, description, and name of all existing or recorded lots, parks, public areas, permanent structures, and other sites within or contiguous with the subdivision or development;
 - (c) The location, dimensions, description, and flow line of existing watercourses and drainage structures within the subdivision, development, or contiguous thereto;
 - (d) The location of the one hundred (100) year floodplain according to the most recent best available data;
- 9) Date of preparation, scale in feet, and north arrow;
- 10) Topographic information, including contours at two-foot intervals, flow line elevation of streams, and wooded areas;
- 11) The location, approximate dimensions, description, and name of all proposed streets, alleys, drainage structures, parks, or other public areas, easements, or other rights-of-way, blocks, lots, and other sites within the subdivision or development. Proposed channel cross sections, if any. Existing and/or proposed well site locations;
- 12) A number or letter to identify each lot and each block. Lots and blocks shown on a preliminary plan should be numbered sequentially;
- 13) Location of current city limits line and current zoning district boundaries;
- 14) Vicinity map which shows the general location of the subject property to existing streets in College Station to its city limits. No scale is required but a north arrow is to be included;
- 15) The number of residential lots and average lot size when applicable;

- 16) Provide a note to identify a cluster development when applicable;
- 17) Provide any oversize participation requests that will be sought;
- 18) Provide a title report for the property that is current within ninety (90) days and includes applicable information such as ownership, liens, encumbrances, etc.;
- 19) Written requests for waivers of subdivision standards, if any, shall be submitted in accordance with the applicable Sections of this UDO;
- 20) Provide a note on the preliminary plan to identify the residential parking option chosen from the Single-Family Residential Parking Requirements for Platting Section of Article 8, Subdivision Design and Improvements of this UDO, when applicable; and
- 21) As applicable, applicants shall submit the information, documents, and materials set forth in the Traffic Impact Analyses Section of Article 7, General Development Standards of this UDO.

b. Plats to be Recorded.

When submitting plats, the following shall be required:

- 1) The plat shall conform to the general requirements of this UDO and minimum standards of design and improvements as set forth in Article 8, Subdivision Design and Improvements of this UDO unless expressly provided for otherwise;
- 2) Prior to filing a plat for record, provide a twenty-four (24) inch by thirty-six (36) inch mylar of the plat and current certified tax certificates from all taxing agencies showing payment of all ad valorem taxes on the land within the subdivision;
- 3) Provide a title report for the property that is current within ninety (90) days and includes applicable information such as ownership, liens, encumbrances, etc.;
- 4) Provide the plat in a digital format as accepted by the City's online application review and permitting system. The plat must be sized at a ratio of two-to-three (2:3) and be at a scale of one hundred (100) feet per inch or larger. Smaller scales may be allowed at the discretion of the Administrator. If more than one (1) sheet, provide an index sheet at a scale of five hundred (500) feet per inch or larger;
- 5) Vicinity map which shows the general location of the subject property to existing streets in College Station to its city limits. No scale is required but a north arrow is to be included;
- 6) The proposed name of the subdivision or development, which shall not have the same spelling as or be pronounced similar to the name of any other subdivision located within the county it is located;
- 7) Date of preparation, scale in feet, and north arrow;
- 8) The name and address of all property owners, developers, subdividers, engineers, and surveyors responsible for the plat;
- 9) Subdivision boundary lines shall be indicated by heavy lines and the computed acreage of the subdivision or development;
- 10) For a replat where there are existing improvements, provide a survey of the subject property showing the improvements to ensure that no setback encroachments are created;
- 11) The name of contiguous subdivisions and names of owners of contiguous parcels and an indication of whether or not contiguous properties are platted;
- 12) The location of the one hundred (100) year floodplain and floodway according to the most recent best available data;
- 13) A number or letter to identify each lot and each block. Lots and blocks shown on a plat should be numbered sequentially;
- 14) Provide the number of lots and average lot size when applicable;
- 15) Provide a note to identify a cluster development when applicable;
- 16) Written requests for waivers of subdivision standards, if any, shall be submitted in accordance with the applicable Sections of this UDO;

- 17) The plat shall also include the following, based on a field survey, and marked by monuments and markers:
- (a) The exact location, dimensions, name, and legal description of all existing or recorded streets, alleys, easements, or other rights-of-way within the subdivision or development, intersecting or contiguous with the boundary or forming such a boundary with accurate dimensions, bearings or deflection angles and radii, area, center angle, degree of curvature, tangent distance, and length of all curves, where applicable;
 - (b) The exact location, dimensions, description, and name of all proposed streets, alleys, drainage structures, parks, and other public areas, easements, or other rights-of-way, blocks, lots, and other sites within the subdivision or development, with accurate dimensions, bearings, or deflection angles and radii, areas, center angle, degree of curvature, tangent distance, and length of curves, where applicable;
 - (c) Lot corner markers and survey monuments shall be shown clearly by symbol, and tied to City of College Station horizontal control monuments;
 - (d) The following, when applicable, shall appear on the face of the plat: (See examples in the Certifications Section of Article 8 Subdivision Design and Improvements of this UDO.)
 - i. Certificate of Ownership and Dedication;
 - ii. Certificate of Surveyor and/or Engineer;
 - iii. Certificate of City Engineer;
 - iv. Certificate of Planning and Zoning Commission;
 - v. Certificate of the County Clerk;
 - vi. Certificate of Administrator; and
 - vii. Certificate of Approval.
- 18) The plat shall be accompanied by the construction documents and reports bearing the seal and signature of a registered professional engineer. All shall be in accordance with the Bryan/College Station Unified Design Guidelines and the Bryan/College Station Unified Technical Specifications and shall include the following:
- (a) Construction plans shall be provided in a digital format as accepted by the City's online application review and permitting system. The plat must be sized at a ratio of two-to-three (2:3);
 - (b) Street, alley, and sidewalk plans, profiles, and sections, with specifications and detailed cost estimates;
 - (c) Sanitary sewer plan with contours, plan, and profile lines, showing depth and grades, with sewer report and detailed cost estimates;
 - (d) Water line plan showing fire hydrants, valves, etc., with specifications, a water report, and a detailed cost estimate. This may be combined with related information supplied for preliminary plan submissions;
 - (e) Storm drainage system plan with contours, street lines, inlets, storm sewer, and drainage channels with profiles and sections. Detail drainage structure design and channel lining design if used, with specifications, drainage report, and detailed cost estimate;
 - (f) Street lighting plan showing the location of lights, design, and with specifications and detailed cost estimates; and

(g) Any associated necessary items, including but not limited to off-site public utility easements, permits, or approval of governmental agencies.

19) Provide a note on the final plat to identify the residential parking option chosen from the Single-Family Residential Parking Requirements for Platting Section of Article 8, Subdivision Design and Improvements of this UDO, when applicable; and

20) If the subject property is zoned MH Middle Housing, provide a note on the final plat to identify the list of proposed residential product type(s) to ensure the correct application of the Middle Housing Project Types and Dimensional Standards Table Section of Article 5, District Purpose Statements and Supplemental Standards of this UDO.

D. Filing of Plat.

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

E. Plat Approval Authority.

Pursuant to Chapter 212 of the Texas Local Government Code, as amended, the City Council delegates authority to the Administrator and the Planning and Zoning Commission the ability to approve, approve with conditions, or disapprove plats in accordance with the procedure set forth herein. The delegation of authority to the Administrator applies to all plats except for plats including one or more waiver requests or discretionary items, or which require a public hearing. The Planning and Zoning Commission has approval authority over plats which include one or more waiver requests or discretionary items, or which require a public hearing. The Administrator may, for any reason, elect to present the plat for approval to the Planning and Zoning Commission.

F. Review Procedure.

1. Preliminary Plan Review.

a. Review and Approval by Administrator.

If a waiver or discretionary item is not included or required with the preliminary plan application and a public hearing is not required, the Administrator may review and approve or deny the application based on compliance with the following elements:

- 1) The Comprehensive Plan, including any associated plans or studies adopted by the City Council;
- 2) Existing zoning of the property, if applicable;
- 3) Article 8, Subdivision Design and Improvements of this UDO;
- 4) Form and content as required in the General Approval Procedures Section above;
- 5) If phased, the preliminary plan must demonstrate the sufficiency and viability of public infrastructure for each phase such that an undue burden is not placed on any particular phase. In addition, the proposed phasing is not to create phases or potential remainders of size, shape, or location so as not to be developable in compliance with this UDO; and
- 6) Other provisions of this UDO as applicable.

b. Review and Recommendation by Parks and Recreation Advisory Board.

The Parks and Recreation Advisory Board shall review the preliminary plan application for compliance with the Requirements for Parkland Dedication Section of Article 8, Subdivision Design and improvements of this UDO and recommend approval, approval with conditions, or disapproval of the same. This recommendation must be considered by the Administrator or the Planning and Zoning Commission in its review. Once the Board

has determined compliance, the preliminary plan and subsequent plats may proceed directly to the Administrator or the Planning and Zoning Commission.

c. Consideration by Planning and Zoning Commission.

If a preliminary plan application will be scheduled for a public hearing or includes one or more waiver requests or discretionary items, the Administrator shall forward the preliminary plan to the Planning and Zoning Commission for consideration when it meets all of the technical terms and conditions of this UDO. Proposed parkland dedication equal to or exceeding five (5) acres and dedications of floodplain or greenway not previously considered by the Planning and Zoning Commission shall be considered discretionary items. The Administrator shall provide a recommendation on the waiver request(s) or discretionary item(s) as appropriate. The Planning and Zoning Commission shall receive the recommendations of the Administrator and the Parks and Recreation Advisory Board and shall approve, disapprove, or conditionally approve the preliminary plan with modifications based on compliance with the same elements listed in the Review and Approval by Administrator Subsection above. Conditions of approval must entail corrections, changes, or completion of items that are ministerial and explicitly spelled out.

d. Effect of Approval.

Approval of a preliminary plan shall mean the following:

- 1) Approval of a preliminary plan application by the Administrator or the Planning and Zoning Commission shall allow the applicant to continue the subdivision process by submitting a development permit application with construction plans and a final plat application.
- 2) Approval of a preliminary plan shall not constitute approval of a final plat. Application for approval of a final plat will be considered only after the requirements for preliminary plan approval as specified herein have been fulfilled and after all other specified conditions have been met.
- 3) If a final plat is not filed with the City within twenty-four (24) months of the date of approval or conditional approval of a preliminary plan, the Planning and Zoning Commission may, upon written application of the applicant, extend the approval for a one-time additional twelve (12) month period. The request for consideration of an extension shall be submitted to the Administrator at least thirty (30) days before the preliminary plan approval expires.
- 4) Each final plat which is a phase of an approved preliminary plan shall extend the expiration date of the preliminary plan an additional two (2) years from the date the final plat was approved.
- 5) If a preliminary plan is phased, final plats shall only be permitted to proceed in the numerical order set forth by the preliminary plan.

2. Amendments to an Approved Preliminary Plan.

a. Minor Amendments.

Minor amendments of an approved preliminary plan may be in an application for approval of a final plat without the necessity of filing a new application for approval of a preliminary plan. Minor amendments may include adjustments in street or alley alignments and lengths, phasing, the adjustment in lot lines that do not result in the creation of additional developable lots, or adjustments to utility or access easements. Minor amendments shall comply with the standards of this UDO, shall not alter a subdivision standard that is discretionary to the Planning and Zoning Commission, and shall not increase the extent of an approved waiver to a subdivision standard.

b. Major Amendments.

All other proposed amendments of an approved preliminary plan not constituting a minor amendment shall be considered a major amendment and require the approval of a new preliminary plan application by the Administrator or the Planning and Zoning Commission, as appropriate. Major amendments include but are not limited to an increase in the number of developable lots, rerouting of streets, addition or deletion of alleys, change to thoroughfare street layout, or modification to parkland.

c. Amendment Determination.

The applicant shall provide a written description of proposed amendments to an approved preliminary plan. The Administrator shall determine whether the proposed amendments are deemed minor or major amendments. At the discretion of the Administrator, a new preliminary plan application that proposes major amendments may be processed simultaneously with a final plat application.

d. Retaining Previous Approval.

If the proposed major amendments are not approved or if the applicant is unwilling to accept the terms and conditions required by the Administrator or the Planning and Zoning Commission, the applicant may withdraw the proposed amendments by written request and retain the previously approved preliminary plan.

3. Final Plat, Replat, Vacating Plat, Development Plat, Minor Plat, and Amending Plat Review.**a. Review and Approval by Administrator.**

- 1) If a waiver or discretionary item is not included or required with the plat application and a public hearing is not required, the Administrator may review and approve, approve with conditions, or disapprove the application based on compliance with the following elements:
 - (a) The approved preliminary plan, if applicable;
 - (b) The Comprehensive Plan, including any associated plans or studies adopted by the City Council;
 - (c) Existing zoning of the property, if applicable;
 - (d) Article 8, Subdivision Design and Improvements of this UDO;
 - (e) Form and content as required in the General Approval Procedures Section above; and
 - (f) Other provisions of this UDO as applicable.
- 2) If public infrastructure is required for the plat, the following is required for the plat application to be complete:
 - (a) The construction documents must be approved by the City Engineer;
 - (b) Any necessary off-site easements are reviewed and acceptable by the City in recordable form; and
 - (c) Either the public infrastructure is constructed by the applicant and accepted by the City, or a guarantee provided to the City Engineer in accordance with the Construction, Guarantee of Performance, and Acceptance of Public Infrastructure Section of Article 8, Subdivision Design and Improvements of this UDO.
- 3) If a waiver or discretionary item is included or required with the plat application, a public hearing is required, or the Administrator elects to forward a plat to the Planning and Zoning Commission, the applicant will be advised of the date set for Planning and Zoning Commission consideration. The Administrator shall recommend approval or disapproval of the same.

b. Review and Recommendation by Parks and Recreation Advisory Board.

If not already determined through an approved preliminary plan, the Parks and Recreation Advisory Board shall review the plat application for compliance with the Requirements for Parkland Dedication Section of Article 8, Subdivision Design and Improvements of this UDO, and recommend approval, approval with conditions, or disapproval of the same. This recommendation must be considered by the Planning and Zoning Commission in its plat review.

c. Criteria for Approval by Planning and Zoning Commission.

If a plat application will be considered by the Planning and Zoning Commission, the Commission shall receive the recommendation of the Administrator and the Parks and Recreation Advisory Board (if applicable) and shall approve or disapprove such plat within thirty (30) days after the plat is filed. Proposed parkland dedication equal to or exceeding five (5) acres and dedications of floodplain or greenway not previously considered by the Planning and Zoning Commission shall be considered discretionary items. The Planning and Zoning Commission's action shall be based on compliance with the review elements listed in the Review and Approval by Administrator Subsection above and the City Engineer's approval of all required infrastructure as proposed in the construction documents and which has been constructed and accepted or guaranteed in accordance with the Construction, Guarantee of Performance, and Acceptance of Public Infrastructure Section of Article 8, Subdivision Design and Improvements of this UDO. Conditions of approval must entail corrections, changes, or completion of items that are ministerial and explicitly spelled out.

d. Recordation.

Approved plats shall be recorded in the County Clerk's Office of the county in which the plat is located when all requirements and conditions have been met.

G. Waivers.

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

H. Plat Disapproval.

1. When a plat is disapproved, the applicant is provided a written statement articulating the reasons for disapproval.
2. An applicant may submit a written response that remedies each reason for disapproval.
3. An applicant has the right to appeal if the designated authority disapproves a plat.

I. Platting in Planned Districts (P-MUD Planned Mixed-Use District and PDD Planned Development District).

If the subject property is zoned as a P-MUD Planned Mixed-Use District or PDD Planned Development District, the City Council may approve a concept plan that provides for general modifications to the site development and subdivision standards. The general modifications shall be indicated on the approved concept plan or within the rezoning ordinance.

J. Platting in the Extraterritorial Jurisdiction.

The City has entered into one (1) or more written agreements with counties in which it has extraterritorial jurisdiction. Such agreements identify the authority authorized to regulate plats within the extraterritorial jurisdiction, and the provisions of this Section are subject to the terms and

conditions of such valid agreements. In the event such an agreement creates a direct conflict between the regulations herein and those of the particular county, the stricter standard shall apply.

K. Failure to Obtain Plat Approval.

1. If plat approval is required for the subdivision of property or development of property and the same is not properly secured:

- a. **Prohibition of Recordation.**

It shall be unlawful to offer and cause to be recorded any plat or replat of land within the city limits or extraterritorial jurisdiction at the County Clerk's Office unless the same bears the endorsement and approval of the Planning and Zoning Commission, the Administrator, or bears a valid certificate of No Action Taken as provided for in the Certifications Section of Article 8, Subdivision Design and Improvements of this UDO.

- b. **Prohibition of Making Improvements.**

It shall be unlawful to make any improvements, alterations, or changes of any kind to such property;

- c. **No Issuance of Permits.**

The City shall not issue any building, repair, plumbing, electrical, or other permit relating to such property until such approval occurs;

- d. **No Provision or Maintenance of Infrastructure.**

The City shall not repair, maintain, install, or provide any streets, public utilities, or public infrastructure of any kind to such property;

- e. **No Provision of Public Utilities.**

The City shall not sell or supply water, gas, electricity, or sewerage to such property.

2. **Council Action.**

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

Exhibit F

That Appendix A, “Unified Development Ordinance,” Article 8, “Subdivision Design and Improvements,” Section 8.3.A, “Suitability of Lands,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

“A. Suitability of Lands.

The Administrator or the Planning and Zoning Commission, or as otherwise delegated herein, shall approve the subdivision of land if, from adequate investigations conducted by all public agencies concerned, it has been determined that in the best interest of the public, the site is suitable for platting and development purposes of the kind proposed.”

Exhibit G

That Appendix A, “Unified Development Ordinance,” Article 8, “Subdivision Design and Improvements,” Section 8.3.N.5.A.1, “Organized Wastewater Collection and Treatment System,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

“1) Organized Wastewater Collection and Treatment System.

A subdivider may have a proposed subdivision served by a non-City organized wastewater collection and treatment system. Such system must be permitted to dispose of wastes by the Texas Commission on Environmental Quality (TCEQ) in accordance with 30 TAC Chapter 305 and obtain approval of engineering, planning, and materials for such systems under 30 TAC Chapter 317 from the TCEQ prior to City approval of the final plat.”

Exhibit H

That Appendix A, “Unified Development Ordinance,” Article 8, “Subdivision Design and Improvements,” Section 8.7.B, “Guarantee of Performance,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

“B. Guarantee of Performance.

1. In lieu of the obligation to construct public infrastructure as set forth above, the developer may elect to file security guaranteeing the construction of the same to obtain final plat approval and to commence construction of private improvements. This may be accomplished in one (1) of the following two (2) ways:
 - a. **Performance Bond.**

The developer may file with the City Engineer a bond executed by a surety company holding a license to do business in the State of Texas, in an amount acceptable to the City Engineer of the City of College Station, and a form approved by the City Attorney. The developer shall state in writing a timeframe acceptable to the City by when such public improvements will be complete; or
 - b. **Letter of Credit.**

The developer has filed with the City Engineer an irrevocable letter of credit, in a form approved by the City, signed by a principal officer of a local bank, local savings and loan association, or other financial institution, acceptable to the City, agreeing to pay to the City of College Station, on demand, a stipulated sum of money to apply to the estimated cost of installation of all improvements for which the developer is responsible under this Section. The guaranteed payment sum shall be the estimated costs and scheduling as prepared by the developer's engineer and approved by the City Engineer. The letter shall state the name of the subdivision and shall list the improvements which the developer is required to provide.
2. If one (1) of the two (2) types of security is filed by the developer and accepted by the City as described above, the City Engineer shall inspect and approve the construction of public improvements in accordance with the requirements of this UDO when the same occurs. If the developer fails to properly construct some or all required public improvements, the City Attorney shall, on the direction of the City Council, proceed to enforce the guarantees provided in this Section.
3. The City Engineer may extend the period by when completion of public improvements is to occur regardless of periods that may be iterated elsewhere in this UDO. No such extension shall be granted unless security, as provided herein, has been provided by the developer covering the extended period and provided that such extension does not jeopardize the general public health, safety, and welfare.”

Exhibit I

That Appendix A, "Unified Development Ordinance," Article 8, "Subdivision Design and Improvements," Section 8.9, "Certifications" of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

"CERTIFICATE OF OWNERSHIP AND DEDICATION"

STATE OF TEXAS)

COUNTY OF BRAZOS)

I (we) _____, the owner(s) and developer(s) of the land shown on this plat, and designated herein as the _____ subdivision to the City of College Station, Texas, and whose name(s) is/are subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, greenways, infrastructure, easements, and public places thereon shown for the purpose and consideration therein expressed. All such dedications shall be in fee simple unless expressly provided otherwise.

Owner(s)

STATE OF TEXAS)

COUNTY OF BRAZOS)

Before me, the undersigned authority, on this day personally appeared _____ known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purpose and consideration therein stated.

Given under my hand and seal on this ____ day of _____, 20 ____.

Notary Public, Brazos County, Texas

(Seal)

CERTIFICATE OF SURVEYOR AND/OR ENGINEER

STATE OF TEXAS)

COUNTY OF BRAZOS)

I, _____, Registered Public Surveyor (Engineer), No. _____, in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property and that property markers and monuments were placed under my supervision on the ground.

Surveyor (Engineer)

CERTIFICATE OF CITY ENGINEER

I, _____, City Engineer of the City of College Station, Texas, hereby certify that this subdivision plat conforms to the requirements of the subdivision regulations of the City of College Station.

City Engineer, City of College Station

CERTIFICATE OF PLANNING AND ZONING COMMISSION (for plat requiring discretionary authority)

I, _____, Chair of the Planning and Zoning Commission of the City of College Station, hereby certify that the attached plat was duly approved by the Commission on the ____ day of _____, 20 ____.

Planning and Zoning Commission Chair, City of College Station

CERTIFICATE OF THE COUNTY CLERK

Leave a space four (4) inches wide and two (2) inches tall for the Certificate of the County Clerk.

CERTIFICATE OF THE COUNTY CLERK

County Clerk, Brazos County, Texas

CERTIFICATE OF ADMINISTRATOR

I, _____, Administrator of the City of College Station, Texas, hereby certify that this subdivision plat conforms to the requirements of the subdivision regulations of the City of College Station.

Administrator, City of College Station

CERTIFICATE OF APPROVAL (for plats in the extraterritorial jurisdiction)

This subdivision plat was duly approved by the Commissioners Court of Brazos County, Texas as the final plat of such subdivision on ____ day of _____, 20 _____. Signed this the ____ day of _____, 20 ____.

County Judge, Brazos County, Texas

CERTIFICATE OF NO ACTION TAKEN

I, _____, Administrator, hereby certify that the plat was filed with the Planning and Development Services Department on the ____ day of _____ and that the City of College Station failed to act on the plat within 30 days after the plat was filed.

Administrator, City of College Station”

Subpart B - LAND DEVELOPMENT ORDINANCES
Appendix A - UNIFIED DEVELOPMENT ORDINANCE
Article 2. Development Review Bodies

Article 2. Development Review Bodies

Sec. 2.12. Summary of Review Authority.

The following table summarizes the authority of the various review bodies and staff.

Summary of Review Authority									
Development Review Procedure	City Council	Planning and Zoning Comm.	Zoning Board of Adj.	Design Review Board	Land. Comm.	Bike, Ped. & Grnwy	Admin.	Building Official	Dev. Engr.
KEY: A = Appeal R = Recommend D = Final Action/Decision RR = Review/Report									
CITY COUNCIL									
Oversize Participation	D								RR
Development Agreement	D						RR		R
Conditional Use Permit	D	R					RR		
Official Zoning Map Amendment	D	R					RR		
Official Zoning Map Amendment (HP)	D	R			R		RR		
P-MUD/PDD Concept Plan	D	R					RR		
Unified Development Ordinance Text Amendment	D	R				R	RR		
Comprehensive Plan Amendment	D	R				R	RR		
Impact Fee/CIP Priorities	D	R				R			RR
Annexations	D	R					RR		
Municipal Utility Districts	D	R					RR		
PLANNING AND ZONING COMMISSION									
Preliminary Plan <u>or Plat</u> with Discretionary Item (a)	<u>A</u>	D					RR		R
Plat		D					RR		R
Development Plat		D					RR		R
<u>Preliminary Plan or Plat with</u> Waiver of Subdivision Standard	<u>A</u>	D					RR		R
Development Exaction Appeal	A	D							RR
ZONING BOARD OF ADJUSTMENT									
Variance			D				RR	R	RR
Administrative Appeal			D				RR		
Official Zoning Map Interpretation			D				RR		
DESIGN REVIEW BOARD									
Site Plan in WPC				A			D		R

Building/Sign Permit Review in WPC				A			D		
Parking Waivers in WPC		A		D			RR		
Waivers in NG				D			RR		
Non-Residential Architectural (NRA) Standards Waiver				D			RR		
NRA Standards Alternative Compliance				D			RR		
LANDMARK COMMISSION									
Certificates of Appropriateness	A				D		RR		
Certificates of Demolition	A				D		RR		
ADMINISTRATOR									
Architectural Reviews							D		
Interpretation		A (ba)	A				D		
Sign Permit			A				D		
Site Plan				A (eb)			D		R
Administrative Adjustment			A				D		
WPC Building or Sign, Minor			A				D		
Preliminary Plan (a) (no discretionary item or subdivision waiver)							D		R
Minor or Amending Plat (no discretionary item or subdivision waiver)		A					D		R
P-MUD/PDD Concept Plan Minor Amendment		A					D		
Certificate of Appropriateness, Routine Maintenance Work					A		D		
NG Roof Color Palette Amendment		A					D		
Alternative Parking Plans		A					D		
Determination of Plat Applicability		A					D		R
BUILDING OFFICIAL									
Building Permit								D	
Certificate of Occupancy							R	D	R
Certificate of Completion							R	D	R
DEVELOPMENT ENGINEER									
Development Permit									D
Driveway Application				A					D
Alternative Construction Material				A					D

Notes:

(a) — See the Plats Section of Article 3, Development Review Procedures of this UDO for specific review authority.

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- (~~b~~a) Standards of Article 8, Subdivision Design and Improvements only.
 - (~~e~~b) Standards of the Site Plans Section and the Site Plans in WPC Wolf Pen Creek Section of Article 3, Development Review Procedures of this UDO only.

Article 3. Development Review Procedures

Sec. 3.2. General Approval Procedures.

A. Conformity with Unified Development Ordinance and the Comprehensive Plan.

The provisions of this UDO and the Comprehensive Plan shall apply to and be binding on all persons seeking to develop, redevelop, or otherwise change existing land uses within the city limits and, where applicable, its extraterritorial jurisdiction. Compliance with the UDO and the Comprehensive Plan includes the dedication and construction of identified infrastructure, right-of-way, and improvement of specified facilities including but not limited to pedestrian facilities, bicycle facilities, thoroughfares, etc.

B. Pre-Application Conference.

Prior to the submission of any application required by this UDO, applicants are encouraged to schedule and attend an optional pre-application conference with the City staff. Pre-application conferences with City staff may be used to discuss, in general, procedures, standards, or regulations relating to a proposed development. If a pre-application conference is requested, the Administrator may require the applicant to submit information prior to the pre-application conference to allow City staff time to review the proposal. Any proposed development submitted or discussed as a part of a pre-application conference shall not be considered a plan, plat, or permit application but will be considered an informal request for information prior to the actual plat, plan, or permit application.

C. Application Forms and Fees.

The following regulations shall apply to all applications:

1. Forms.

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

2. Electronic Submission Required.

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

3. Fees.

Filing fees shall be established from time to time by resolution of the City Council for the purpose of defraying the actual cost of processing the application.

- a. All required fees shall be made payable to "The City of College Station."
- b. An applicant who has paid the appropriate fee pursuant to submission of an application, but who chooses to withdraw the application prior to any notification, review, or action taken, shall be entitled to a refund of fifty (50) percent of the total amount paid upon written request to the City except that the filing fee required for text or map amendments shall not be refundable.

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- c. The Administrator may waive or reduce development-related fees on a case-by-case basis pursuant to applicable law or when the City is the applicant.

D. Application Deadline.

An application shall not be considered officially submitted until application completeness has been determined in accordance with this UDO.

E. Application Completeness.

An application shall be considered submitted only after the Administrator has determined it is complete as set forth herein. This includes determining whether it is accompanied by any required forms, mandatory information (including all exhibits), and the applicable fee. A determination of completeness does not constitute a determination of compliance with the substantive requirements of this UDO nor precludes that additional information and/or documents may still be required as identified during the formal review of the application. If an application is determined to be incomplete, no further processing of the application shall occur until the deficiencies are corrected. An application of any kind under this Article expires and forfeits the application fee on or after the forty-fifth (45th) day after the application is deemed incomplete if:

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

No vested rights accrue solely from the filing of an application that has expired pursuant to this Section, or from the filing of a complete application that is subsequently denied.

F. Standards of Review.

Applications shall be reviewed based on the ordinances which are in effect at the time the permit application is submitted to the City. It is the responsibility of the applicant to inform the Administrator if vesting is claimed on a specific project application and to which ordinance the claim is vested in accordance with Chapter 245 of the Texas Local Government Code, as amended. This information shall be conveyed to the Administrator as part of the permit application. The Administrator may attempt to inform the applicant if a project can vest to a previously adopted ordinance. Notwithstanding anything in this UDO to the contrary, vesting is limited to that which is provided in Chapter 245 of the Texas Local Government Code, as amended, or other applicable law.

G. Required Public Notice.

1. Summary of Notice Required.

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

Summary of Notice Required			
Application Type	Published	Mailed	Agenda Posted
Comprehensive Plan Amendments	X	X (a)	X
Official Zoning Map Amendments (Rezoning)	X	X	X
Unified Development Ordinance Text Amendments	X		X
Conditional Use Permits	X	X	X
Plats	X (b)	X (b)	X
Design District – Site Plans/Building Permits			X

Certificates of Appropriateness			X
Certificates of Demolition (No economically viable use)	X	X	X
Variances	X	X	X
Appeals – Site Plan and Driveway			X
Waivers – Subdivision Design	X (b)	X (b)	X
Waivers – Buffer Requirements			X
Administrative Appeals	X		X
Development Exaction Appeals			X

Notes:

- (a) Applies only to amendments to the Comprehensive Plan Future Land Use & Character Map. This shall not apply to major evaluations and updates to the Comprehensive Plan, which have their own public notification and input processes.
- (b) Only when required per the Texas Local Government Code, as amended.

2. Specific Notice Requirements.

a. Published Notice.

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

b. Mailed Notice.

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

c. Content of Notice.

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

- 1) The general location of land that is the subject of the application;
- 2) The substance of the application, including the magnitude of the proposed development and the current zoning district;
- 3) The time, date, and location of the public hearing; and
- 4) A phone number to contact the City.

d. Mailed Notice of Approval Requirements.

As required by the Texas Local Government Code, certain replats that do not have a public hearing shall provide notice of approval to owners of record (as indicated by the most recently approved municipal or county tax roll) of lots in the original subdivision that are within two hundred (200) feet of the lots to be replatted. The notification shall be mailed no later than the fifteenth (15th) day after the replat is approved. The notice must include the zoning of the property after the replat and a telephone number and e-mail address an owner of a lot may use to contact the municipality about the replat.

3. Public Hearing Signs.

In addition to meeting the minimum statutory notice requirements, for the purpose of notifying the public the Administrator may require the installation of a sign on the property advertising the public hearing. The specifications including size, location, and content of public hearing signs shall be established by the Administrator.

4. Required Hearings and Reviewing Body.

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

Required Hearings and Reviewing Body				
Application Type	Zoning Board of Adjustment	Landmark Commission	Planning and Zoning Commission	City Council
Comprehensive Plan Amendments			X	X
Official Zoning Map Amendments (Rezoning)			X	X
Official Zoning Map Amendments (Rezoning – HP Historic Preservation Overlay)		X	X	X
Certificates of Demolition (No economically viable use)		X		
Unified Development Ordinance Text Amendments			X	X
Conditional Use Permits			X	X
Plats (a)			X	
Variances	X			
Administrative Appeals	X			
Development Exaction Appeals			X	X (b)

Notes:

- (a) Only when required per the Texas Local Government Code, as amended.
- (b) Request is considered by Council only if Planning and Zoning Commission's decision is appealed.

H. Simultaneous Processing of Applications.

Two (2) or more forms of review and approval are typically required in the development process. Development proposals that require applications for Official Zoning Map amendments are required to be acted upon by the City Council before plat and other development applications will be accepted for review by the City. In addition, preliminary plans are to be acted upon by the Planning and Zoning Commission or the Administrator before a subsequent final plat will be accepted for review by the City. At the discretion of the Administrator, plat and other applications for development approvals may be processed simultaneously, so long as the approval procedures for each application can be completed pursuant to the requirements of this UDO. Such processing shall occur at the applicant's own risk.

I. Expiration of Applications, Permits, and Projects.

1. Expiration of Inactive Applications.

An application that has been determined to be administratively complete and written staff review comments provided to the applicant shall be deemed expired and closed in ninety (90) calendar days

from the date the most recent written review comments were provided by the City to the applicant if the applicant has not acted by providing written response comments and revised documents to the Administrator that seek to address the review comments.

2. Expiration of Approved Permits.

- a. Unless otherwise specified by this UDO, any individual permit, authorization, or approval required in this UDO expires twenty-four (24) months from the date of approval, or as may be further extended pursuant to the terms of this UDO, if no progress has been made towards completion of the project. For purposes of this Section, progress toward completion of the project is as defined by Chapter 245 of the Texas Local Government Code, as amended.
- b. If no expiration date was in effect at the time the approval of the permit occurred, an expiration date of twenty-four (24) months from the approval shall apply.

3. Expiration of Projects.

- a. For projects requiring more than one (1) permit, authorization, or approval, there shall be a project expiration date of five (5) years from the date the first complete application is filed for the project or from the date vesting occurs pursuant to Chapter 245 of the Texas Local Government Code, as amended if no progress is made towards completion of the project or if the expiration date is not otherwise further extended pursuant to the terms of this UDO. For purposes of this Section, progress toward completion of the project is as defined by Chapter 245 of the Texas Local Government Code, as amended.
- b. Any application for a new permit, authorization for approval, or application to replace an existing approved permit shall be deemed to commence a new development project, as of the date it is filed, if the new application is not compatible with the permits preceding it concerning the type of proposed use(s), nature of the development, or significant changes to density or infrastructure demands.

J. Appeals from Development Exaction Requirements.

1. Purpose.

The purpose of a petition for relief from a dedication or public infrastructure requirement is to ensure that the application of uniform dedication and construction standards to a proposed development does not result in a disproportionate burden on the property when considering the nature and extent of the demands created by the proposed development on the City's roadways and other public infrastructure.

2. Applicability.

A petition for relief under this Section may be filed by the applicant to contest any requirement to dedicate land or to construct public improvements as required by this UDO, the Bryan/College Station Unified Design Guidelines, or any other public infrastructure standards in any ordinance or regulation to a plat application or any related development application authorized by the City or attached as a condition to approval of the application. A petition for relief shall not be used to waive a standard on grounds subject to other appeal and waiver criteria set forth in this UDO.

3. Petition Requirements.

a. Form of Petition.

The petition for relief from a dedication or construction requirement shall allege that the application of the standards relating to the dedication or construction requirement is not roughly proportional to the nature and extent of the impacts created by the proposed development on

the City's water, wastewater, storm drainage, parks, roadway system or other public infrastructure.

b. Required Supporting Documentation.

The applicant shall provide information in support of the petition for relief that includes the following:

- 1) Total capacity of the City's water, wastewater, storm drainage, parks, roadway system or other public infrastructure to be utilized by the proposed development, employing standard measures of capacity and equivalency tables relating the type of development proposed to the quantity of system capacity to be consumed by the development. If the proposed development is to be developed in phases, such information also shall be provided for the entire development proposed, including any phases already developed;
- 2) Total capacity to be supplied to the City's water, wastewater, storm drainage, parks, roadway system, or other public infrastructure by the proposed dedication of an interest in land or construction of public infrastructure. If the application is part of a phased development, the information shall include any capacity supplied by prior dedications or construction of public infrastructure;
- 3) Comparison of the capacity of the City's public facilities system(s) to be consumed by the proposed development with the capacity to be supplied to such system(s) by the proposed dedication of an interest in land or construction of public infrastructure. In making this comparison, the impacts on the City's public infrastructure system(s) from the entire development shall be considered;
- 4) The effect of any City participation in the costs of oversizing the public improvement to be constructed in accordance with the City's requirements;
- 5) All other information that alleges the dedication or construction requirement imposed by the City is not roughly proportional to the impacts created by the proposed development;
- 6) The proportionality analysis should not only be based on any immediate plans for the property but should be based on the size of the property, existing and proposed use of the property, and the development potential permitted by the existing zoning; and
- 7) Only costs directly related to the dedication or construction requirements should be included in the analysis. Indirect costs, such as applications, permits, and fees, shall not be included.

c. Time for Filing Petition and Supporting Documentation.

A petition for relief from a dedication or construction requirement shall be submitted to the Development Engineer within fourteen (14) calendar days following the Administrator's or Planning and Zoning Commission's decision to approve, conditionally approve or deny an application ~~for approval of an application~~. The information in support of the petition as set forth above shall be submitted to the Development Engineer within sixty (60) calendar days following the initial decision unless the applicant (petitioner for relief) seeks an extension in writing. The Development Engineer may extend the time for submitting the information for a period not to exceed an additional thirty (30) calendar days for good cause shown.

D. Land in the Extraterritorial Jurisdiction.

Where land or facilities to be dedicated are located in the extraterritorial jurisdiction and are to be dedicated to the applicable county, a petition for relief or documentation in support of the petition shall be accepted as complete for review by the Development Engineer only when such

petition or study is accompanied by verification that a copy has been delivered to and accepted by the applicable county.

4. Processing of Petitions and Decision.

a. Responsible Official.

The Development Engineer shall be the responsible official for reviewing a petition for relief from a dedication or construction requirement. Where the petition is for relief from the dedication of land or construction of a facility in the extraterritorial jurisdiction that is to be dedicated to the applicable county, the Development Engineer shall coordinate a recommendation with the appropriate county official responsible for reviewing plats.

b. Evaluation and Recommendation.

- 1) The Development Engineer shall evaluate the petition and supporting documentation and shall make a recommendation to the Planning and Zoning Commission for their consideration and recommendation to the City Council, if applicable.
- 2) In evaluating the petition and documentation, the Development Engineer shall consider the maximum amount of any impact fees to be charged against the development for the type of public infrastructure that is the subject of the petition, or similar developments on the City's water, wastewater, storm drainage, parks, roadway system or other public infrastructure. The Development Engineer may utilize any reasonable methodology to evaluate, affirm, or refute the applicant's petition and supporting documentation.
- 3) To achieve proportionality between the demands created by a proposed development on public facilities and the City's obligation to provide adequate public facilities, the City may participate in the costs of public infrastructure, credit or offset the developer's proposed obligations, or otherwise relieve the property owner of any of the obligations in response to a petition for relief from a dedication or construction requirement.

c. Decision-Maker.

The Planning and Zoning Commission shall decide the petition for relief from a dedication or construction requirement.

d. Public Hearing.

The Planning and Zoning Commission shall conduct a public hearing within thirty (30) calendar days after the final documentation supporting the petition is filed by the applicant with the Development Engineer.

e. Burden of Proof.

The applicant bears the burden of proof to demonstrate that the application of a dedication or construction requirement imposes a disproportionate burden on the applicant.

f. Decision.

The Planning and Zoning Commission shall consider the petition for relief from a dedication or construction requirement based on the following criteria:

- 1) The Planning and Zoning Commission shall determine whether the application of the standard or condition is roughly proportional to the nature and extent of the impacts created by the proposed development on the City's water, wastewater, storm drainage, parks, roadway system, or other public infrastructure and whether the application of the standard or condition reasonably benefits the development.

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- 2) In making such determination, the Planning and Zoning Commission shall consider the documentation submitted by the applicant, the report and recommendation of the Development Engineer, and, where the property is located within the extraterritorial jurisdiction, any recommendations from the county official, as applicable.

g. Action.

Based on the decision criteria stated in the Appeals from Development Exaction Requirements Subsection above, the Planning and Zoning Commission may take one (1) or more of the following actions:

- 1) Deny the petition for relief, and impose the dedication or construction requirement as required by this UDO;
- 2) Deny the petition for relief in whole or in part, upon finding that the proposed dedication or construction requirements are inadequate to offset the impacts of the development on the City's water, wastewater, storm drainage, parks, roadway system, or other public infrastructure; or
- 3) Grant the petition for relief in whole or in part and waive any dedication or construction requirement to the extent necessary to achieve proportionality, including consideration of alternative designs for the public infrastructure systems or improvements.

h. Notification of Decision on Petition.

The applicant shall be notified of the decision on the petition for relief by the Development Engineer within fourteen (14) calendar days following the Planning and Zoning Commission's decision.

5. Appeal of the Decision on a Petition for Relief.

a. Initiation of an Appeal.

The applicant, the Administrator, or no less than four (4) voting members of the City Council may appeal the decision of the Planning and Zoning Commission within fourteen (14) calendar days following the date of the Commission's decision:

- 1) For an applicant-initiated appeal, a letter stating the reasons for the appeal, citing the specific section(s) of the applicable ordinance requirement, shall be submitted by the applicant.
- 2) The Administrator may, on their initiative, appeal the decision of the Planning and Zoning Commission by scheduling an appeal on the City Council's next available regularly scheduled meeting that occurs after the Commission meeting at which the decision was made.
- 3) For a City Council-initiated appeal, the Council shall consider and act on whether it will appeal the Planning and Zoning Commission's decision at its next available regularly scheduled meeting that occurs after the Commission meeting at which the decision was made.

b. Notification of Appeal.

Both the applicant and the City shall be notified of the appeal request within fourteen (14) calendar days. Appeals by the applicant shall include all documentation submitted for the appeal.

c. Council Decision.

The City Council shall consider a properly submitted appeal at its next available regularly scheduled meeting. The City Council may affirm, modify, or reverse the decision of the Planning and Zoning Commission by a simple majority vote. The decision of the City Council is final.

6. Expiration or Failure to File Application.

Where an application was denied based upon the imposition of the standard requiring the dedication of land or construction of a required public infrastructure and the **Administrator's or** Planning and Zoning Commission's decision, if not further appealed (or the City Council's decision if further appealed as applicable), is to grant some level of relief, the applicant must resubmit the application within sixty (60) calendar days following the date the relief is granted. If such re-submittal of the application is not made within the sixty (60) day period, the relief granted by the Commission (or City Council as applicable) on the petition shall expire.

7. Effect of Relief.

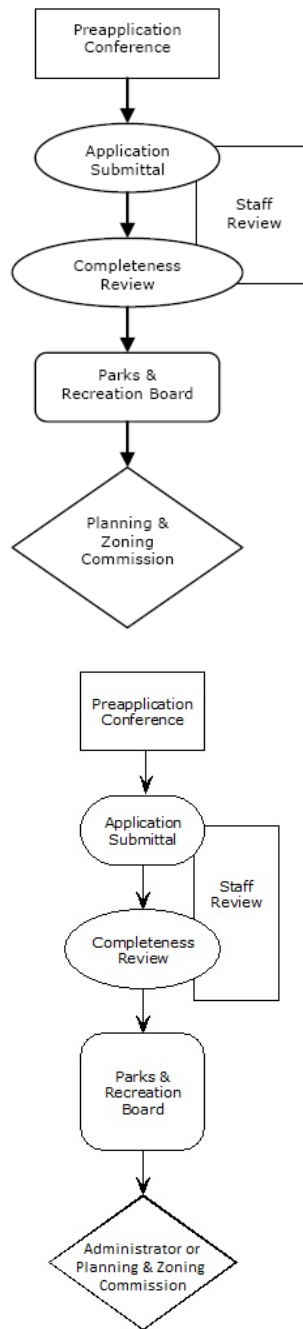
- a. The Development Engineer may require the applicant to submit a modified application or supporting materials consistent with the relief granted by the Planning and Zoning Commission on the petition.
- b. The relief granted on the petition shall remain in effect for the period the application is in effect and shall expire upon expiration of the plat or related application.

K. Figures and Flow Charts.

The figures and flow charts provided in this UDO are intended to be graphical representations of procedures or standards set forth in this UDO to assist in understanding the requirements of this UDO and are not intended to be requirements themselves.

Sec. 3.7. Plats.

Plat Review Process



A. Applicability.

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

1. **Subdivision Plat Required.**

- a. Subdivision of property within the city limits or extraterritorial jurisdiction is required to be approved in accordance with applicable state law and as set forth herein when one (1) or more of the following occurs:

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

b. **Types of Subdivision Filings.**

1) **Preliminary Plans.**

A preliminary plan is required for the subdivision of all tracts of land within the city limits or extraterritorial jurisdiction, except as otherwise set forth in this UDO. A preliminary plan shall include the entire parent survey or tract of land under common ownership.

2) **Final Plats and Replats.**

A final plat is required for the subdivision of all property within the city limits or extraterritorial jurisdiction. A final plat shall include the entire preliminary plan area or less when the final plat adheres to the phasing identified on the approved preliminary plan. The final plat shall conform to the preliminary plan as approved by the Administrator, provided it incorporates all changes, modifications, corrections, and conditions imposed by the Administrator; and provided further, that it conforms to all requirements of these regulations and the Comprehensive Plan.

3) **Minor Plats and Amending Plats.**

A preliminary plan shall not be required prior to the application of a minor plat or amending plat. ~~Pursuant to Chapter 212 of the Texas Local Government Code, as amended, the City Council delegates the Administrator the ability to approve the following plats in accordance with the procedure set forth herein:~~

~~(a)~~ Amending plats are as described in Chapter 212 of the Texas Local Government Code, as amended.;

~~(b)~~ Minor plats or replats ~~involving~~involve four (4) or fewer lots fronting on an existing street and ~~not requiring~~do not require the creation of any new street or the extension of municipal facilities;

~~I—A replat described in Chapter 212 of the Texas Local Government Code, as amended, and that does not require the creation of any new street or the extension of municipal facilities.~~

4) **Vacating Plats.**

A vacating plat shall adhere to the requirements of Chapter 212 of the Texas Local Government Code, as amended. Vacating plats shall be processed and reviewed in the same manner as a final plat.

c. **Exemptions from Subdivision Plat Requirement.**

The following subdivisions are exempt from subdivision plat requirements:

- 1) A division of land into parts greater than five (5) acres within the city limits and greater than ten (10) acres in the extraterritorial jurisdiction, where each part has access, and no public improvement is being dedicated;
- 2) Division of property that results from a governmental entity's land acquisition for public facilities such as the expansion of street right-of-way;
- 3) Any lot(s) forming a part of a subdivision created and recorded prior to July 15, 1970, the effective date of the City of College Station Subdivision Regulations, or prior to the date on which the Subdivision Regulations applied to the property through the extension of the extraterritorial jurisdiction;
- 4) A division of land performed by a political subdivision of the state, as defined in Chapter 245 of the Texas Local Government Code, as amended. Such entities that choose to plat voluntarily shall comply with all of the applicable requirements; or
- 5) A division of land created by order of a court of competent jurisdiction.

2. **Development Plat Required.**

- a. The City chooses to be covered by Subchapter B, Regulation of Property Development of Chapter 212 of the Texas Local Government Code, as amended. Any person who proposes the development of a tract of land or lot of record not located within a recorded subdivision within the city limits or the extraterritorial jurisdiction must have a development plat of the tract prepared in accordance with this Section. New development may not begin on the property until the development plat is filed with and approved by the City.

b. **Exemptions from Development Plat Requirement.**

The following developments are exempt from development plat requirements:

- 1) When an applicant is required to file a preliminary plan or final plat pursuant to other requirements of this Section, a development plat is not required in addition thereto.
- 2) The development of a tract of land within the city limits or the extraterritorial jurisdiction that meets all of the following criteria is not required to file a development plat:
 - (a) The tract is at least five (5) acres;
 - (b) The tract has access; and
 - (c) The development is a single-family home for the use of the property owner or a member of the property owner's family, an accessory structure(s) of the home, and/or an accessory structure(s) for the benefit of agricultural uses.
- 3) Development by a political subdivision of the state, as defined in Chapter 245 of the Texas Local Government Code, as amended. Such entities that choose to plat voluntarily shall comply with all of the applicable requirements.
- 4) The Administrator may waive the requirement for a development plat within the city limits when no parkland, public infrastructure, or public dedication is required on the subject tract.

B. **Determination of Plat Applicability.**

Upon written application and in compliance with Chapter 212 of the Texas Local Government Code, as amended, the Administrator shall make the following determinations regarding the tract of land identified in the request:

1. Whether a plat is required under this UDO for the tract of land; and
2. If a plat is required, whether it has been prepared and whether it has been reviewed and approved by the Planning and Zoning Commission or Administrator, as applicable.

The Administrator may require additional information and documents to be provided by the applicant to make the requested determination.

C. Application Requirements.

1. Pre-Application Conference.

Prior to the submission of a preliminary plan or a plat application required by this UDO, applicants are encouraged to schedule and attend an optional pre-application conference in accordance with the Pre-Application Conference Subsection of the General Approval Procedures Section above.

2. A complete application for review shall be submitted to the Administrator including payment of a fee as set forth in this UDO. Upon request, all preliminary plans and all plats shall be submitted in an electronic form acceptable to the Administrator and compatible with the City's geographic information system (GIS). The signatures of all owners of land within the boundary of the preliminary plan or the plat shall be required on the application. A representative of an owner may sign the application provided a written letter of agency is provided to the City with the application. If the property owner is not an individual but an entity (e.g., business or trust), the application must be accompanied by proof of authority for the individual to sign on behalf of the entity.
3. When required to submit the following, the applications shall comply with and/or show the following information:

a. Preliminary Plans.

When submitting preliminary plans, the following information is required:

- 1) The preliminary plan shall conform to the general requirements of this UDO and minimum standards of design and improvements as set forth in Article 8, Subdivision Design and Improvements of this UDO;
- 2) The words "PRELIMINARY PLAN - NOT FOR RECORD" shall appear on the plan;
- 3) The proposed name of the subdivision or development, which shall not have the same spelling as or be pronounced similar to the name of any other subdivision located within the county it is located;
- 4) The name and address of all property owners, developers and subdividers, engineers, and surveyors;
- 5) Description by metes and bounds of the subdivision which shall close within accepted land survey standards (labeled on boundary lines, not separate metes and bounds description). An accurate location of the subdivision or development shall be provided by reference to an established survey or league corner, City of College Station horizontal control monument, subdivision corner, or other known points. Primary control points or descriptions and ties to a control point, to which, later, all dimensions, angles, bearings, block numbers, and similar data shall be referred. The preliminary plan shall be oriented to a corner of the survey or tract, or an original corner of the original survey of which it is a part;

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- 6) Subdivision boundary lines shall be indicated by heavy lines and the computed acreage of the subdivision or development shown;
 - 7) Indicate whether the contiguous property is platted and provide the name of all contiguous subdivisions or names of owners of contiguous, unplatted parcels;
 - 8) The following existing features shall be shown:
 - (a) The location, dimension, name, and description of all recorded streets, alleys, reservations, easements, or other public or private rights-of-way within the subdivision or development, intersecting or contiguous with its boundaries or forming such boundaries. In the case of pipelines carrying flammable gas or fuel, the approximate location, size of the line, design pressure and product transported through the line shall be shown;
 - (b) The location, dimension, description, and name of all existing or recorded lots, parks, public areas, permanent structures, and other sites within or contiguous with the subdivision or development;
 - (c) The location, dimensions, description, and flow line of existing watercourses and drainage structures within the subdivision, development, or contiguous thereto;
 - (d) The location of the one hundred (100) year floodplain according to the most recent best available data;
 - 9) Date of preparation, scale in feet, and north arrow;
 - 10) Topographic information, including contours at two-foot intervals, flow line elevation of streams, and wooded areas;
 - 11) The location, approximate dimensions, description, and name of all proposed streets, alleys, drainage structures, parks, or other public areas, easements, or other rights-of-way, blocks, lots, and other sites within the subdivision or development. Proposed channel cross sections, if any. Existing and/or proposed well site locations;
 - 12) A number or letter to identify each lot and each block. Lots and blocks shown on a preliminary plan should be numbered sequentially;
 - 13) Location of current city limits line and current zoning district boundaries;
 - 14) Vicinity map which shows the general location of the subject property to existing streets in College Station to its city limits. No scale is required but a north arrow is to be included;
 - 15) The number of residential lots and average lot size when applicable;
 - 16) Provide a note to identify a cluster development when applicable;
 - 17) Provide any oversize participation requests that will be sought;
 - 18) Provide a title report for the property that is current within ninety (90) days and includes applicable information such as ownership, liens, encumbrances, etc.;
 - 19) Written requests for waivers of subdivision standards, if any, shall be submitted in accordance with the applicable Sections of this UDO;
 - 20) Provide a note on the preliminary plan to identify the residential parking option chosen from the Single-Family Residential Parking Requirements for Platting Section of Article 8, Subdivision Design and Improvements of this UDO, when applicable; and

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- 21) As applicable, applicants shall submit the information, documents, and materials set forth in the Traffic Impact Analyses Section of Article 7, General Development Standards of this UDO.

b. **Plats to be Recorded.**

When submitting plats, the following shall be required:

- 1) The plat shall conform to the general requirements of this UDO and minimum standards of design and improvements as set forth in Article 8, Subdivision Design and Improvements of this UDO unless expressly provided for otherwise;
- 2) Prior to filing a plat for record, provide a twenty-four (24) inch by thirty-six (36) inch mylar of the plat and current certified tax certificates from all taxing agencies showing payment of all ad valorem taxes on the land within the subdivision;
- 3) Provide a title report for the property that is current within ninety (90) days and includes applicable information such as ownership, liens, encumbrances, etc.;
- 4) Provide the plat ~~on sheets~~in a digital format as accepted by the City's online application review and permitting system. The plat must be sized at a ratio of two-to-three (2:3) and twenty-four (24) inches by thirty-six (36) inches to be at a scale of one hundred (100) feet per inch or larger. Smaller scales may be allowed at the discretion of the Administrator. If more than one (1) sheet, provide an index sheet at a scale of five hundred (500) feet per inch or larger;
- 5) Vicinity map which shows the general location of the subject property to existing streets in College Station to its city limits. No scale is required but a north arrow is to be included;
- 6) The proposed name of the subdivision or development, which shall not have the same spelling as or be pronounced similar to the name of any other subdivision located within the county it is located;
- 7) Date of preparation, scale in feet, and north arrow;
- 8) The name and address of all property owners, developers, subdividers, engineers, and surveyors responsible for the plat;
- 9) Subdivision boundary lines shall be indicated by heavy lines and the computed acreage of the subdivision or development;
- 10) For a replat where there are existing improvements, provide a survey of the subject property showing the improvements to ensure that no setback encroachments are created;
- 11) The name of contiguous subdivisions and names of owners of contiguous parcels and an indication of whether or not contiguous properties are platted;
- 12) The location of the one hundred (100) year floodplain and floodway according to the most recent best available data;
- 13) A number or letter to identify each lot and each block. Lots and blocks shown on a plat should be numbered sequentially;
- 14) Provide the number of lots and average lot size when applicable;
- 15) Provide a note to identify a cluster development when applicable;
- 16) Written requests for waivers of subdivision standards, if any, shall be submitted in accordance with the applicable Sections of this UDO;

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- 17) The plat shall also include the following, based on a field survey, and marked by monuments and markers:
- (a) The exact location, dimensions, name, and legal description of all existing or recorded streets, alleys, easements, or other rights-of-way within the subdivision or development, intersecting or contiguous with the boundary or forming such a boundary with accurate dimensions, bearings or deflection angles and radii, area, center angle, degree of curvature, tangent distance, and length of all curves, where applicable;
 - (b) The exact location, dimensions, description, and name of all proposed streets, alleys, drainage structures, parks, and other public areas, easements, or other rights-of-way, blocks, lots, and other sites within the subdivision or development, with accurate dimensions, bearings, or deflection angles and radii, areas, center angle, degree of curvature, tangent distance, and length of curves, where applicable;
 - (c) Lot corner markers and survey monuments shall be shown clearly by symbol, and tied to City of College Station horizontal control monuments;
 - (d) The following, when applicable, shall appear on the face of the plat: (See examples in the Certifications Section of Article 8 Subdivision Design and Improvements of this UDO.)
 - i. Certificate of Ownership and Dedication;
 - ii. Certificate of Surveyor and/or Engineer;
 - iii. Certificate of City Engineer;
 - iv. Certificate of Planning and Zoning Commission;
 - v. Certificate of the County Clerk;
 - vi. Certificate of ~~City Planner~~Administrator; and
 - vii. Certificate of Approval.
- 18) The plat shall be accompanied by the construction documents and reports bearing the seal and signature of a registered professional engineer. All shall be in accordance with the Bryan/College Station Unified Design Guidelines and the Bryan/College Station Unified Technical Specifications and shall include the following:
- (a) Construction plans shall be provided in a digital format as accepted by the City's online application review and permitting system. The plat must be sized at a ratio of two-to-three (2:3) on sheets twenty-four (24) inches by thirty-six (36) inches;
 - (b) Street, alley, and sidewalk plans, profiles, and sections, with specifications and detailed cost estimates;
 - (c) Sanitary sewer plan with contours, plan, and profile lines, showing depth and grades, with sewer report and detailed cost estimates;
 - (d) Water line plan showing fire hydrants, valves, etc., with specifications, a water report, and a detailed cost estimate. This may be combined with related information supplied for preliminary plan submissions;
 - (e) Storm drainage system plan with contours, street lines, inlets, storm sewer, and drainage channels with profiles and sections. Detail drainage structure design and

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- channel lining design if used, with specifications, drainage report, and detailed cost estimate;
 - (f) Street lighting plan showing the location of lights, design, and with specifications and detailed cost estimates; and
 - (g) Any associated necessary items, including but not limited to off-site public utility easements, permits, or approval of governmental agencies.
- 19) Provide a note on the final plat to identify the residential parking option chosen from the Single-Family Residential Parking Requirements for Platting Section of Article 8, Subdivision Design and Improvements of this UDO, when applicable; and
 - 20) If the subject property is zoned MH Middle Housing, provide a note on the final plat to identify the list of proposed residential product type(s) to ensure the correct application of the Middle Housing Project Types and Dimensional Standards Table Section of Article 5, District Purpose Statements and Supplemental Standards of this UDO.

D. Filing of Plat.

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

E. Plat Approval Authority.

Pursuant to Chapter 212 of the Texas Local Government Code, as amended, the City Council delegates authority to the Administrator and the Planning and Zoning Commission the ability to approve, approve with conditions, or disapprove plats, in accordance with the procedure set forth herein. The delegation of authority to the Administrator applies to all plats except for plats including one or more waiver requests or discretionary items, or which require a public hearing. The Planning and Zoning Commission has approval authority over plats which include one or more waiver requests or discretionary items, or which require a public hearing. The Administrator may, for any reason, elect to present the plat for approval to the Planning and Zoning Commission.

F. Review Procedure.

1. Preliminary Plan Review.

a. Review and Approval by ~~the~~ Administrator.

If a waiver or discretionary item is not included or required with the preliminary plan application ~~and a public hearing is not required~~, the Administrator may review and approve or deny the application based on compliance with the following elements:

- 1) The Comprehensive Plan, including any associated plans or studies adopted by the City Council;
- 2) Existing zoning of the property, if applicable;
- 3) Article 8, Subdivision Design and Improvements of this UDO;
- 4) Form and content as required in the General Approval Procedures Section above;
- 5) If phased, the preliminary plan must demonstrate the sufficiency and viability of public infrastructure for each phase such that an undue burden is not placed on any particular

phase. In addition, the proposed phasing is not to create phases or potential remainders of size, shape, or location so as not to be developable in compliance with this UDO; and

6) Other provisions of this UDO as applicable.

b. **Review and Recommendation by Parks and Recreation Advisory Board.**

The Parks and Recreation Advisory Board shall review the preliminary plan application for compliance with the Requirements for Parkland Dedication Section of Article 8, Subdivision Design and improvements of this UDO and recommend approval, approval with conditions, or disapproval of the same. This recommendation must be considered by the Administrator or the Planning and Zoning Commission in its review. Once the Board has determined compliance, the preliminary plan and subsequent plats may proceed directly to the Administrator or the Planning and Zoning Commission.

c. **Consideration by Planning and Zoning Commission.**

If a preliminary plan application will be scheduled for a public hearing or includes one or more waiver requests or discretionary items, the Administrator shall forward the preliminary plan to the Planning and Zoning Commission for consideration when it meets all of the technical terms and conditions of this UDO. Proposed parkland dedication equal to or exceeding five (5) acres and dedications of floodplain or greenway not previously considered by the Planning and Zoning Commission shall be considered discretionary items. The Administrator shall provide a recommendation on the waiver request(s) or discretionary item(s) as appropriate. The Planning and Zoning Commission shall receive the recommendations of the Administrator and the Parks and Recreation Advisory Board and shall approve, disapprove, or conditionally approve the preliminary plan with modifications based on compliance with the same elements listed in the Review and Approval by Administrator Subsection above. Conditions of approval must entail corrections, changes, or completion of items that are ministerial and explicitly spelled out.

d. **Effect of Approval.**

Approval of a preliminary plan shall mean the following:

- 1) Approval of a preliminary plan application by the Administrator or the Planning and Zoning Commission shall allow the applicant to continue the subdivision process by submitting a development permit application with construction plans and a final plat application.
- 2) Approval of a preliminary plan shall not constitute approval of a final plat. Application for approval of a final plat will be considered only after the requirements for preliminary plan approval as specified herein have been fulfilled and after all other specified conditions have been met.
- 3) If a final plat is not filed with the City within twenty-four (24) months of the date of approval or conditional approval of a preliminary plan, the Planning and Zoning Commission may, upon written application of the applicant, extend the approval for a one-time additional twelve (12) month period. The request for consideration of an extension shall be submitted to the Administrator at least thirty (30) days before the preliminary plan approval expires.
- 4) Each final plat which is a phase of an approved preliminary plan shall extend the expiration date of the preliminary plan an additional two (2) years from the date the final plat was approved ~~by the Planning and Zoning Commission.~~
- 5) If a preliminary plan is phased, final plats shall only be permitted to proceed ~~to the Planning and Zoning Commission~~ in the numerical order set forth by the preliminary plan.

2. **Amendments to an Approved Preliminary Plan.**

a. **Minor Amendments.**

Minor amendments of an approved preliminary plan may be in an application for approval of a final plat without the necessity of filing a new application for approval of a preliminary plan. Minor amendments may include adjustments in street or alley alignments and lengths, phasing, the adjustment in lot lines that do not result in the creation of additional developable lots, or adjustments to utility or access easements. Minor amendments shall comply with the standards of this UDO, shall not alter a subdivision standard that is discretionary to the Planning and Zoning Commission, and shall not increase the extent of an approved waiver to a subdivision standard.

b. **Major Amendments.**

All other proposed amendments of an approved preliminary plan not constituting a minor amendment shall be considered a major amendment and require the approval of a new preliminary plan application by the Administrator or the Planning and Zoning Commission, as appropriate. Major amendments include but are not limited to an increase in the number of developable lots, rerouting of streets, addition or deletion of alleys, change to thoroughfare street layout, or modification to parkland.

c. **Amendment Determination.**

The applicant shall provide a written description of proposed amendments to an approved preliminary plan. The Administrator shall determine whether the proposed amendments are deemed minor or major amendments. At the discretion of the Administrator, a new preliminary plan application that proposes major amendments may be processed simultaneously with a final plat application.

d. **Retaining Previous Approval.**

If the proposed major amendments are not approved or if the applicant is unwilling to accept the terms and conditions required by the Administrator or the Planning and Zoning Commission, the applicant may withdraw the proposed amendments by written request and retain the previously approved preliminary plan.

3. **Final Plat, Replat, Vacating Plat, ~~and Development Plat~~, Minor Plat, and Amending Plat Review.**

a. **Review and Recommendation Approval by Administrator.**

1) If a waiver or discretionary item is not included or required with the plat application and a public hearing is not required, the Administrator may review and approve, approve with conditions, or disapprove the application based on compliance with the following elements:~~The Administrator shall review the plat application for compliance with the elements:~~

- (a) The approved preliminary plan, if applicable;
- (b) The Comprehensive Plan, including any associated plans or studies adopted by the City Council;
- (c) Existing zoning of the property, if applicable;
- (d) Article 8, Subdivision Design and Improvements of this UDO;
- (e) Form and content as required in the General Approval Procedures Section above; and
- (f) Other provisions of this UDO as applicable.

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- 2) If public infrastructure is required for the plat, the following is required for the plat application to be complete ~~to be scheduled for Planning and Zoning Commission consideration:~~
- (a) The construction documents must be approved by the City Engineer;
 - (b) Any necessary off-site easements are reviewed and acceptable by the City in recordable form; and
 - (c) Either the public infrastructure is constructed by the applicant and accepted by the City, or a guarantee provided to the City Engineer in accordance with the Construction, Guarantee of Performance, and Acceptance of Public Infrastructure Section of Article 8, Subdivision Design and Improvements of this UDO.
- 3) If a waiver or discretionary item is included or required with the plat application, a public hearing is required, or the Administrator elects to forward a plat to the Planning and Zoning Commission, the ~~The~~ applicant will be advised of the date set for Planning and Zoning Commission consideration.

4) ~~—~~ The Administrator shall recommend approval or disapproval of the same.

b. **Review and Recommendation by Parks and Recreation Advisory Board.**

If not already determined through an approved preliminary plan, the Parks and Recreation Advisory Board shall review the plat application for compliance with the Requirements for Parkland Dedication Section of Article 8, Subdivision Design and Improvements of this UDO, and recommend approval, approval with conditions, or disapproval of the same. This recommendation must be considered by the Planning and Zoning Commission in its plat review.

c. **Criteria for Approval by Planning and Zoning Commission.**

If a plat application will be considered by the Planning and Zoning Commission, Within thirty (30) days after the plat is filed, the Planning and Zoning the Commission shall receive the recommendation of the Administrator and the Parks and Recreation Advisory Board (if applicable) and shall approve or disapprove such plat within thirty (30) days after the plat is filed. Proposed parkland dedication equal to or exceeding five (5) acres and dedications of floodplain or greenway not previously considered by the Planning and Zoning Commission shall be considered discretionary items. The Planning and Zoning Commission's action shall be based on compliance with the review elements listed in the Review and ~~Recommendation-Approval~~ by Administrator Subsection above and the City Engineer's approval of all required infrastructure as proposed in the construction documents and which has been constructed and accepted or guaranteed in accordance with the Construction, Guarantee of Performance, and Acceptance of Public Infrastructure Section of Article 8, Subdivision Design and Improvements of this UDO. Conditions of approval must entail corrections, changes, or completion of items that are ministerial and explicitly spelled out.

d. **Recordation.**

~~If the Planning and Zoning Commission has approved the plat, the plat~~ Approved plats shall be recorded in the County Clerk's Office of the county in which the plat is located when all requirements and conditions have been met.

4. ~~—~~ **Minor Plat and Amending Plat Review.**

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

The plat shall be reviewed by the Administrator for compliance with all applicable requirements of this UDO including those elements identified in the Preliminary Plan Review Subsection above and the following procedures:

- 1) — Consideration of the approval, approval with conditions, or recommendation of denial of the plat by the Administrator usually within fifteen (15) days of filing a minor plat or amending plat;
- 2) — The Administrator shall approve, approve with conditions, or recommend denial and forward the plat to the Planning and Zoning Commission at the next available meeting. The Administrator may also elect to forward the plat to the Planning and Zoning Commission for any reason. Conditions of approval must entail corrections, changes, or completion of items that are ministerial and explicitly spelled out;
- 3) — If forwarded to the Planning and Zoning Commission, the Commission shall approve, disapprove, or conditionally approve the plat. Conditions of approval must entail corrections, changes, or completion of items that are ministerial and explicitly spelled out;
- 4) — Upon approval of the Planning and Zoning Commission meeting minutes, the Administrator shall make them available to the applicant;
- 5) — A report shall be made to the Planning and Zoning Commission at each meeting notifying the Commission of any minor plats or amending plats that were approved by the Administrator since the last Commission meeting.

b. — Recordation.

If favorable final action has been taken by the Administrator or the Planning and Zoning Commission, the minor plat or amending plat shall be recorded in the County Clerk's Office of the county in which the plat is located when all requirements and conditions have been met.

G. Waivers.

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

H. Plat Disapproval.

1. When a plat is disapproved, the applicant is provided a written statement articulating the reasons for disapproval.
2. An applicant may submit a written response that remedies each reason for disapproval.
3. An applicant has the right to appeal if the designated authority disapproves a plat.

I. Platting in Planned Districts (P-MUD Planned Mixed-Use District and PDD Planned Development District).

If the subject property is zoned as a P-MUD Planned Mixed-Use District or PDD Planned Development District, the City Council may approve a concept plan that provides for general modifications to the site development and subdivision standards. The general modifications shall be indicated on the approved concept plan or within the rezoning ordinance.

J. Platting in the Extraterritorial Jurisdiction.

The City has entered into one (1) or more written agreements with counties in which it has extraterritorial jurisdiction. Such agreements identify the authority authorized to regulate plats within the extraterritorial jurisdiction, and the provisions of this Section are subject to the terms and conditions of such valid agreements. In the event such an agreement creates a direct conflict between the regulations herein and those of the particular county, the stricter standard shall apply.

K. Failure to Obtain Plat Approval.

1. If plat approval is required for the subdivision of property or development of property and the same is not properly secured:
 - a. **Prohibition of Recordation.**

It shall be unlawful to offer and cause to be recorded any plat or replat of land within the city limits or extraterritorial jurisdiction at the County Clerk's Office unless the same bears the endorsement and approval of the Planning and Zoning Commission, the Administrator, or bears a valid certificate of No Action Taken as provided for in the Certifications Section of Article 8, Subdivision Design and Improvements of this UDO.
 - b. **Prohibition of Making Improvements.**

It shall be unlawful to make any improvements, alterations, or changes of any kind to such property;
 - c. **No Issuance of Permits.**

The City shall not issue any building, repair, plumbing, electrical, or other permit relating to such property until such approval occurs;
 - d. **No Provision or Maintenance of Infrastructure.**

The City shall not repair, maintain, install, or provide any streets, public utilities, or public infrastructure of any kind to such property;
 - e. **No Provision of Public Utilities.**

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

Article 8. Subdivision Design and Improvements

Sec. 8.3. General Requirements and Minimum Standards of Design for Subdivisions within the City Limits.

A. Suitability of Lands.

The Administrator or the Planning and Zoning Commission, or as otherwise delegated herein, shall approve the subdivision of land if, from adequate investigations conducted by all public agencies concerned, it has been determined that in the best interest of the public, the site is suitable for platting and development purposes of the kind proposed.

B. Zoning and Other Regulations.

No plat of land within the force and effect of an existing zoning ordinance shall be approved unless it conforms to such zoning and other pertinent regulations.

C. Reserved Strips and Tracts Prohibited.

A plat shall not provide reserved strips or tracts of land. In addition, the effect of the phasing of a plat, provision of common area, or other land or easement shall not unnecessarily restrict access to land, right-of-way, or easements dedicated or intended to be dedicated to the public by the subject plat or adjacent developments.

D. Technical Standards.

All public infrastructure shall be designed and constructed in accordance with the Bryan/College Station Unified Design Guidelines, Bryan/College Station Unified Technical Specifications, Bryan/College Station Unified Construction Details, and all other applicable local, state, and federal requirements. Hereafter, these documents shall be referred to collectively as the B/CS Unified Design Guidelines. Where there is a conflict of standards, the more stringent standard shall apply, as determined by the City Engineer. The City shall accept for public use only streets, alleys, water, wastewater, drainage, and other public infrastructure that comply with these standards for construction.

E. Streets.

1. Streets on the Comprehensive Plan Functional Classification & Context Class Map.

Where a subdivision encompasses or is adjacent to a thoroughfare, as shown on the Comprehensive Plan Functional Classification & Context Class Map, the thoroughfare shall be constructed and included in the subdivision plat to maintain continuity in the approximate location as shown and of the type indicated.

2. Relation to Adjoining Street System.

- a. Where there is an existing street adjacent to or through the area to be subdivided, the necessary street intersections to the existing street shall be constructed.
- b. Existing and planned streets and public ways in adjacent or adjoining areas shall be continued in alignment therewith.
- c. When land is subdivided into larger parcels rather than ordinary building lots, such parcels shall be arranged to allow for the opening of future streets and logical further subdivisions.

3. **Street Projections.**

- a. When a public street is provided internal to the platting property and adjoining areas are not platted, the platting subdivision shall provide street projections to such areas by projecting a public street at intervals no fewer than the maximum block length along the perimeter boundary of the subdivision.
- b. Where abutting properties are landlocked, a street connection or street frontage shall be provided through the platting property.
- c. In lieu of a public street, a public way may satisfy a required street projection when the public way is projected to future non-residential or multi-family development and can be continued through that development to a public street.

4. **Adequate Street Access.**

- a. One (1) external street connection is required for a street serving as roadway access for thirty (30) or fewer lots.
- b. When there are more than thirty (30) lots to be served by external street connections, a minimum of two (2) street connections to external paved public streets shall be required. The Planning and Zoning Commission may allow remote emergency access where development phasing or constraints of the land prevent the provision of a second street connection. Notwithstanding the foregoing, two (2) street connections to externally paved public streets shall be required when one hundred (100) or more lots are served.
- c. Three (3) street connections to external paved public streets may be required by the Planning and Zoning Commission when two hundred (200) or more lots are served.
- d. Where more than one (1) external street connection is required, at least one (1) external street connection shall not be located over a potential hazard such as a high-pressure gas line or a creek where the one hundred (100) year floodplain overtops the street, regardless of its classification.

5. **Intersections.**

In addition to the B/CS Unified Design Guidelines, proposed street and alley intersections shall meet the minimum spacing and requirements of the Access Management and Circulation Section of Article 7, General Development Standards of this UDO.

6. **Dead-End Streets.**

Dead-end streets shall be prohibited except for short stubs to permit future extensions. Temporary turnarounds shall be required for stubs of more than one hundred (100) feet in length or the depth of one (1) lot, whichever is less.

7. **Culs-de-Sac.**

- a. The maximum length of a cul-de-sac is based on the designation of the area in which the cul-de-sac is located on the Comprehensive Plan Functional Classification and Context Class Map. The length of a cul-de-sac is measured along the centerline of the cul-de-sac street from the center of the bulb to the edge of the nearest intersecting through the street right-of-way. Culs-de-sac shall not exceed the following lengths:
 - 1) Four hundred fifty (450) feet in General Urban context zones;
 - 2) One thousand two hundred (1,200) feet in Suburban context zones; and
 - 3) One thousand five hundred (1,500) feet in Rural context zones.

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- b. Culs-de-sac are not permitted in Urban Core context zones unless the proposed subdivision is surrounded by platted property and where a through street is not possible.
 - c. Regardless of length, culs-de-sac shall have no more than thirty (30) lots.
8. **Geometric Standards; Street Design Criteria.**
- a. Streets and alleys shall be designed and constructed in accordance with the B/CS Unified Design Guidelines.
 - b. Streets in rural residential subdivisions may be constructed to either rural or urban street standards except that thoroughfares that continue beyond the boundary of a rural residential subdivision to an urban one shall be constructed to urban street standards.
9. **Existing Substandard Street Right-of-Way.**
- a. Whenever an existing right-of-way is within or adjacent to a proposed subdivision and such right-of-way width is substandard, the additional width for the street shall be dedicated. For development occurring on only one (1) side of such a roadway, the amount dedicated shall generally equal fifty (50) percent of the deficiency in width based on the classification and type of street, as measured from the existing centerline of the right-of-way. If the parcel(s) on the opposite side of the right-of-way previously dedicated a portion, the proposed plat shall dedicate the remaining width. If the opposite side of the right-of-way has a permanent constraint such as a railroad right-of-way or conservation easement, the full width of the deficiency may be required.
 - b. The Administrator may reduce, increase, or eliminate the amount of right-of-way dedication based on design considerations, existing land uses, existing development on adjacent properties, and dimensions of the proposed subdivision or plat.
 - c. Notwithstanding the foregoing, additional right-of-way dedication is not required for amending plats.
10. **Street Names and Addresses.**
- a. Proposed streets that are extensions of existing streets shall bear the name of the existing street unless otherwise recommended by the Administrator.
 - b. New streets shall be named to prevent conflict or confusion with identical or similar names in the city, Brazos County 911 district, or the extraterritorial jurisdiction .
 - c. Streets shall not be named after any living person.
 - d. A proposed street name may be disapproved if it too closely approximates phonetically the name of an existing street, is too difficult to pronounce, or carries undesirable meanings or connotations.
 - e. Street addresses shall be assigned by the Administrator.
- F. **Alleys.**
- 1. Alleys may be required at the rear of all lots intended to be used for business purposes and residential lots fronting a thoroughfare.
 - 2. Alleys shall generally be parallel to the street that the lot it serves fronts.
 - 3. Where two (2) alleys intersect, or where an alley turns, additional width may be required to allow the turning of vehicles or guying of utility poles.

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4. Dead-end alleys shall not be permitted, except where the alley is one hundred (100) feet or less in length or the width of one (1) lot, whichever is less.
 5. Residential lots served by an alley shall only have driveway access via the alley.
 6. Public alleys are prohibited in rural residential subdivisions.
 7. Private alleys shall be constructed to public alley standards except that they shall be located within a common area or private access easement. The City reserves the right to not provide sanitation and fire service along private alleys.

G. Blocks.

1. Blocks designed for single-family, duplex, townhouse, and multiplex lots shall be platted to provide two (2) tiers of lots with a utility easement or alley between them. A single tier of lots may be used if the lots back up to a thoroughfare, railroad, or floodplain. Courtyard house developments may provide more tiers of lots if an alley connection is provided through both sides of the block.
2. To provide a public street network that is complimentary to the Thoroughfare Plan and that ensures uniform access and circulation to areas intended for similar land use contexts, block length shall not exceed the following dimensions based on the designation of the area along which the block is located on the Comprehensive Plan Functional Classification and Context Class Map:
 - a. Six hundred sixty (660) feet in Urban Core context zones;
 - b. Nine hundred (900) feet in General Urban context zones;
 - c. One thousand two hundred (1,200) feet in Suburban context zones; and
 - d. One thousand five hundred (1,500) feet in Rural context zones.
3. If a plat is not bounded by a public through street or another qualifying break to block length, then the block length measurement shall continue to extend each way beyond the plat along the public through street until the nearest intersecting through street or qualifying break to the block is reached.
4. In lieu of a public street, non-residential and multi-family developments may opt to construct a public way to satisfy block length requirements when the public way connects two (2) public streets. The plat shall dedicate a public access easement that covers the entire width of the private drive and sidewalks for the public way. The private drive and sidewalks may be constructed with the development of the property. A public way shall not substitute for a thoroughfare identified on the Comprehensive Plan Functional Classification & Context Class Map.
5. Block length shall not require a new street, public way, or access way to enter the face of a block when:
 - a. The surrounding area of the block is subdivided so that a through movement is not possible, or a new block cannot be created.
 - b. The development is zoned for single-family uses and is being platted through a development plat or minor plat.

H. Lots.

1. General Requirements.

- a. Lots shall be identified in numerical order within a block.
- b. Lot size and setback lines shall be in accordance with the applicable zoning requirements.
- c. Lots established for special purposes such as common areas, open space, parkland, floodplain, drainage, utilities, or other similar facilities shall be uniquely named and are not required to meet the minimum dimensional standards for the applicable zoning district.

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- d. Side lot lines shall be substantially right angle to straight right-of-way or radial to the curved right-of-way.
 - e. Land located within the Federal Emergency Management Agency (FEMA) designated floodway shall not be included within a lot intended for residential occupancy.
 - f. Lots shall be laid out so as not to cross municipal, county, school district, or utility service area boundaries.
 - g. A subdivision shall not cause an existing structure to encroach into the setback of a proposed lot line.
 - h. Single-family, duplex, townhouse, and multiplex lots shall have frontage on a public street, or a private street constructed to public standard. Lots intended for other uses that do not have frontage on a public street shall provide access via a public way or a private access easement containing a drive that meets City fire lane standards. The construction of the private drive may be delayed until the time of site development. Courtyard house lots may be exempted from this requirement as long as fire protection is maintained.
 - i. No single-family, duplex, or townhouse lot shall have direct access to an arterial or collector thoroughfare; however, these lots may face a thoroughfare if driveway access is provided via a public alley. Notwithstanding the foregoing, single-family detached lots that are at least one hundred (100) feet in width may have direct access with the recommendation of the Administrator and approval of the Planning and Zoning Commission. Access restrictions and determinations shall be noted on the plat.

2. Platting and Replatting within Older Residential Subdivisions.

- a. This Subsection applies to a subdivision in which any portion of the proposed subdivision meets all of the following criteria:
 - 1) Such portion of the subdivision is currently zoned or developed for single-family detached residential uses as of January 1, 2002, with the exception of NG-1 Core Northgate, NG-2 Transitional Northgate, NG-3 Residential Northgate, NPO Neighborhood Prevailing Overlay, and NCO Neighborhood Conservation Overlay zoning districts;
 - 2) Such portion of the subdivision is part of a lot or building plot that was located within the city limits when it was created on or prior to July 15, 1970. This also includes lots that may have been vacated or replatted after July 15, 1970, but where the original plat predates July 15, 1970; and,
 - 3) Such portion of the subdivision is designated as Neighborhood Conservation on the Comprehensive Plan Future Land Use & Character Map.
- b. In addition to the other provisions of this UDO, no plat or replat intended to provide for the resubdivision of an existing lot or lots in a residential subdivision that meets the above criteria may be approved unless:
 - 1) The plat does not create an additional lot or building plot; or
 - 2) For a proposed plat that does create an additional lot or lots, the lot(s) must meet or exceed the average width of the lots along the street frontage for all of the lots in the block, including the subject lot(s) and contain at least eight thousand five hundred (8,500) square feet of space for each dwelling unit.

For the purpose of determining the average lot width, a lot shall be defined to include the lot, lots, and/or portions of lots that have been combined and used as a residential plot or building plot, as of July 15, 1970. The Administrator may include the lots on the opposing

blockface when calculating the average lot width if the lots are similar in character and the Administrator may exclude lots to the rear when said lots are part of another subdivision or dissimilar in character.

- c. It is the applicant's responsibility to provide documentation during the application process regarding the original plat in which the lot was created and/or the configuration and ownership documentation of the properties since July 15, 1970.

3. **Zero Lot Line Development.**

The following requirements apply to all proposed subdivisions with single-family residential lot line construction.

a. **Description.**

Zero lot line developments require planning for all house locations to be done at the same time. Restrictions that assure the minimum distance between houses and any required easements must be recorded on the plats of the applicable lots.

b. **Setbacks.**

The side building setback shall be zero on one (1) side of the house. This reduction does not apply to the street side setback or to the interior side setback adjacent to lots that are not part of the zero lot line portion of the plat. The minimum distance between all buildings within the lot line development must be fifteen (15) feet.

c. **Eaves.**

Eaves may project a maximum of eighteen (18) inches, excluding non-combustible gutters, over the adjacent property line.

d. **Maintenance Easement.**

A maintenance easement shall be dedicated between the two (2) property owners to allow for maintenance or repair of the house built on the lot line. The easement shall be unobstructed, located on the adjacent property abutting the side wall, and must be a minimum of seven and one-half (7.5) feet in width. Required maintenance easements shall be shown on the recorded plat.

e. **Privacy.**

Windows or other openings that allow for visibility into the side yard of the adjacent lot are not allowed. Windows that do not allow visibility into the side yard of the adjacent lot, such as a clerestory window or a translucent window, are allowed. All materials within three (3) feet of the property line shall be fire-rated to meet building code requirements.

4. **Cluster Development.**

a. **General Purpose.**

Cluster development is intended to provide open space, preserve unique environmental features, or protect the character of rural areas. It is a residential subdivision in which the lots are allowed to be smaller (in area and width) than otherwise required for the underlying, base zoning district, but in which the overall density of all the lots collectively does not exceed the maximum density limit for the underlying zoning district. Through the cluster development option, a subdivision can contain no more lots than would otherwise be allowed for a conventional subdivision in the zoning district, though the individual lots within the development can be smaller than required in a conventional subdivision. The average lot size in a cluster development must be less than the minimum lot size of the base zoning district. Smaller lot sizes

within a cluster development are required to be offset by the provision of open space as set forth below.

b. **Conflict with Other Regulations.**

If there is a conflict between the cluster development standards of this Subsection and any other requirement of this UDO, the standards of this Subsection control. Where no conflict exists, cluster development is subject to all other applicable requirements of this UDO.

c. **Where Allowed.**

Cluster developments are allowed in WE Wellborn Estate, E Estate, RS Restricted Suburban, WRS Wellborn Restricted Suburban, and GS General Suburban zoning districts.

d. **Approval Procedure.**

Cluster developments are subject to the subdivision procedures set forth in this UDO. A note shall be provided on the plat that states the subdivision is a cluster development with additional descriptions as necessary.

e. **Specific District Standards.**

1) **WE Wellborn Estate.**

- a) **Lot Size.** The minimum lot size is one (1) acre as long as individual lot sizes are adequate to meet all other required density, district, and development standards. There is no set minimum lot width or depth requirement within a cluster development, except as noted below. Subdivisions with all lots over one acre and lot widths of one hundred (100) feet may use rural character roads.
- b) **Setbacks and Building Separations.** The minimum setback standards of the base zoning district apply along the perimeter of cluster development. All detached structures within a cluster development must be separated by a minimum distance of ten (10) feet.

2) **E Estate.**

- a) **Lot Size.** The minimum average lot size is twenty thousand (20,000) square feet with an absolute minimum lot size of ten thousand (10,000) square feet as long as individual lot sizes are adequate to meet all other required density, district, and development standards. There is no set minimum lot width or depth requirement within a cluster development, except as noted below. Subdivisions with all lots over twenty thousand (20,000) square feet and lot widths of one hundred (100) feet may use rural character roads. Subdivisions containing any lots below twenty thousand (20,000) square feet must use urban street standards.
- b) **Setbacks and Building Separations.** The minimum setback standards of the base zoning district apply along the perimeter of cluster development. All detached structures within a cluster development must be separated by a minimum distance of ten (10) feet.
- c) In the Wellborn Community Plan area, the cluster development option may be used only in the area designated Wellborn Preserve-Open on the Comprehensive Plan Future Land Use & Character Map.

3) **WRS Wellborn Restricted Suburban.**

- a) **Lot Size.** The minimum average lot size is eight thousand (8,000) square feet as long as individual lot sizes are adequate to meet all other required density, district, and

development standards. There is no set minimum lot width or depth requirement within a cluster development.

- b) **Setbacks and Building Separations.** The minimum setback standards of the base zoning district apply along the perimeter of cluster development. All detached structures within a cluster development must be separated by a minimum distance of ten (10) feet.

4) **RS Restricted Suburban.**

- a) **Lot Size.** The minimum average lot size is eight thousand (8,000) square feet with an absolute minimum lot size of six thousand five hundred (6,500) square feet as long as individual lot sizes are adequate to meet all other required density, district, and development standards. There is no set minimum lot width or depth requirement within a cluster development.
- b) **Setbacks and Building Separations.** The minimum setback standards of the base zoning district apply along the perimeter of cluster development. All detached structures within a cluster development must be separated by a minimum distance of ten (10) feet.

5) **GS General Suburban.**

- a) **Lot Size.** There is no minimum lot size as long as individual lot sizes are adequate to meet all other required density, district, and development standards. There is no set minimum lot width or depth requirement within a cluster development.
- b) **Setbacks and Building Separations.**

The minimum setback standards of the base zoning district apply along the perimeter of cluster development. All detached structures within a cluster development must be separated by a minimum distance of ten (10) feet.
- c) In the Wellborn Community Plan area as designated on the Comprehensive Plan Future Land Use & Character Map, the cluster development option is not permitted.

f. **Open Space.**

1) **Description of Open Space.**

Any 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 all residents of a proposed project. Open space may include amenities such as private outdoor recreation facilities, natural areas, trails, agricultural lands, or stormwater management facilities designed as neighborhood amenities. Areas encumbered by right-of-way, easements, or utilized as parking may not be counted towards the open space requirements. Open spaces must be privately owned and maintained by an owners association.

Common open space must be set aside and designated as an area where no development will occur, other than project-related recreational amenities or passive open space areas. The Planning and Zoning Commission may require that up to fifty (50) percent of required common open space be useable recreational space if deemed necessary by the Commission to ensure adequate recreational amenities for residents of the development.

2) **Common Open Space Requirements for Cluster Developments.**

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- a) Common open space is required within a cluster development to ensure that the overall density within the development does not exceed the maximum density allowed by the underlying zoning district.
 - b) Common open space must be provided in an amount of at least twenty-five (25) percent of the gross area of the development.
 - c) All proposed lots shall have direct access to the common open space, via access easement, sidewalk, or street. Common open space may be located at the rear of lots only when the space is designed for active recreation, or a design concept is submitted to staff for approval. Examples of active recreation areas may include amenities such as sports fields, hike or bike trails, parks, amenity centers, and golf courses.
 - d) All open space areas shall be part of a larger continuous and integrated open space system within the parcel being developed. The required common open space must be arranged to provide at least thirty (30) percent of the space in at least one (1) contiguous area. The minimum dimensions of such space must be at least twenty-five (25) feet in depth and width. The remaining required common usable open space may be distributed throughout the proposed subdivision, or subdivision phase if applicable, and need not be in one (1) such area; provided, however, no area containing less than five thousand (5,000) square feet will be considered common usable open space. If the required open space totals less than ten thousand (10,000) square feet all required open space shall be in one (1) contiguous area.
 - e) The common open space requirement shall not be credited toward the parkland dedication requirements specified in the Requirements for Parkland Dedication Section below.

I. Easements.

1. Drainage Easements and Rights-of-Way.

- a. Where a subdivision is traversed by a watercourse, drainage way, natural channel, or stream, a drainage easement or right-of-way may be required in accordance with the B/CS Unified Design Guidelines.
- b. No construction, including fences, shall impede, constrict, or block the flow of water.
- c. A drainage easement or right-of-way shall not be considered a part of the lot area for purposes of minimum lot size requirements of this UDO.
- d. When feasible, utilities may be located within drainage easements and rights-of-way. Likewise, enclosed storm drains may be contained in utility easements. In such instances, the utility easement width must be adequate to provide space for storm drains, utilities, and maintenance access.

2. Utility Easements.

- a. Except as expressly provided for otherwise in this UDO, each block that does not contain an alley shall have a utility easement at the rear of all lots. The rear utility easements shall be twenty (20) feet in width, taken ten (10) feet from each lot where the rear of the lots abut each other, and shall be continuous for the entire length of a block. These easements shall be parallel as closely as possible to the street line frontage of the block. Where the proposed subdivision adjoins an unplatted area or future phase of the subdivision, the City Engineer may require a twenty (20) foot wide easement along the rear of lots.

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- b. Notwithstanding provisions to the contrary elsewhere in this UDO, the City Engineer has the discretion to approve alternate easement locations for any subdivision based on the proposed lot configuration, proposed location of utilities, or the depth of existing, proposed, or anticipated utilities. The City Engineer may also require additional utility easements or additional easement width for any subdivision based on the location, number, size, configuration, or depth of existing, proposed, or anticipated utilities.
 - c. Buildings, signs, masonry walls, and other vertical structures that require a building permit are not permitted within utility easements. Landowners may place a fence in utility easements if unlocked gates are provided to allow the free movement of excavating machines, maintenance equipment, and personnel throughout the full length of the easement.

3. Access Easements.

- a. A private access easement shall be required to provide access to property that does not have direct frontage to a public right-of-way or a public way. Private access easements may also be required when shared driveway access is necessary to meet driveway spacing requirements along a public street or public way. Driveways in required private access easements shall be constructed to City fire lane standards and their installation may be delayed until the time of site development. When private access easements are provided, construction and maintenance responsibilities shall be assigned and noted on the plat, or the recorded volume and page of the access instrument shall be referenced on the plat.
- b. A public access easement shall be provided for a public way, for public sidewalks on private property, and when serving as an access way. Fences, gates, parking, or other obstructions that restrict or block access are prohibited.

4. Off-Site Easements.

All easements outside the boundaries of a plat that are necessary for the installation of public infrastructure to serve the subdivision or development plat shall be acquired by the applicant and conveyed by an instrument approved by the City Attorney.

5. Non-Public Easements.

Except as set forth herein, the dedication of rights-of-way, easements, and public infrastructure shall not be encumbered by private easements that have pre-existing rights. Minor crossings are allowed.

J. Access Ways.

- 1. Existing and planned access ways in adjacent or adjoining areas shall be continued in alignment therewith.
- 2. In blockfaces over nine hundred (900) feet in length, an access way shall extend across the width of the block near the center of the block.
- 3. To provide additional pedestrian and bicycle circulation, an access way shall be required on a cul-de-sac street to connect to existing or planned facilities in the vicinity such as schools, parks, transit stops, and multi-use paths.
- 4. An access way may be required to provide additional pedestrian and bicycle circulation within a subdivision, between subdivisions, between culs-de-sac, or to provide access to schools, parks, shopping centers, multi-use paths, transportation, and other community facilities in the vicinity.
- 5. If an access way is greater than three hundred (300) feet in length then an additional access point to the access way shall be provided.

K. Sidewalks.

1. **Policy.**

Sidewalks should be located and constructed to provide a safe and effective means of transportation for non-vehicular traffic.

2. **Required Sidewalks.**

- a. Sidewalks shall be required on both sides of all streets except as identified below or as provided elsewhere in this UDO.
- b. Where a multi-use path is shown along a street on the Bicycle, Pedestrian, and Greenways Master Plan, the sidewalk may be incorporated as part of the multi-use path.

3. **Sidewalk Exceptions.**

Sidewalks are not required:

- a. Around the bulb of a cul-de-sac unless an access way is provided through the cul-de-sac;
- b. Along a street classified on the Comprehensive Plan Functional Classification & Context Class Map as a freeway/expressway, unless a sidewalk or multi-use path has been identified on the Bicycle, Pedestrian, and Greenways Master Plan;
- c. Along one side of streets identified as a major collector or minor collector on the Comprehensive Plan Functional Classification & Context Class Map within a Rural context zone;
- d. Along new or existing local/residential streets within an estate lot subdivision with the street constructed to a rural section; or
- e. Along existing local/residential streets unless sidewalks have been identified in the Bicycle, Pedestrian, and Greenways Master Plan.

4. **Standards.**

Sidewalks shall be constructed in accordance with the B/CS Unified Design Guidelines and all applicable local, state, and federal requirements.

5. **Timing of Construction.**

Except as set forth below, all required sidewalks must be constructed concurrently with the street, or if the street is already constructed prior to acceptance of all public improvements.

a. **Residential Subdivisions.**

At the time of the final plat application, the subdivider may opt to defer the construction of sidewalks on residential streets along single-family, duplex, or townhouse lots for up to one (1) year from the approval of the final plat when the subdivider provides a bond or surety in accordance with the Construction, Guarantee of Performance, and Acceptance of Public Infrastructure Section below. The subdivider shall provide a sidewalk plan with the final plat construction documents and installation of the sidewalks shall comply with this plan.

Notwithstanding the foregoing, this provision does not allow the deferment of the construction of sidewalks along thoroughfares, sidewalk ramps at all street intersections, and sidewalks along residential streets that are not adjacent to a residential lot such as along a common area, creek crossing, or park. Other pedestrian facilities such as access ways and multi-use paths shall be constructed at the same time as the public infrastructure of the plat.

b. **Fee in Lieu of Construction.**

1) **Fee in Lieu.**

Except for development located within the Northgate zoning districts, a developer may request to pay a fee in lieu of constructing the required sidewalk(s) or multi-use path upon approval by the Administrator as set forth below. The Administrator shall have final authority in determining what proportion of sidewalks or fees may be accepted in lieu of sidewalk construction.

2) **Amount of Fee.**

The amount of fee in lieu of sidewalk construction shall be a unit cost determined by the City Engineer based upon current estimated costs. The unit cost fee shall be kept on file in the Planning and Development Services Department and made available to the public upon request. The unit cost fee calculation shall be reviewed at least annually by the City Engineer and adjusted as necessary.

3) **Criteria to Allow Fee in Lieu.**

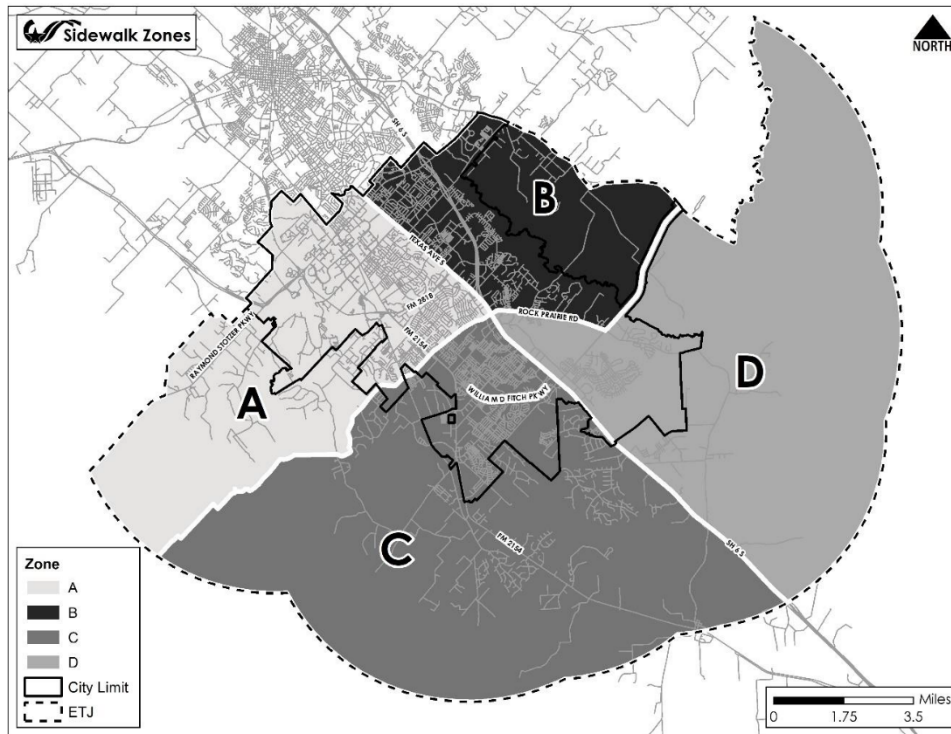
The Administrator may authorize or require a fee in lieu of sidewalk or multi-use path construction when it is determined that one (1) or more of the following conditions exist:

- a) The presence of unique or unusual topographic, vegetative, or other natural conditions exist;
- b) A capital improvement project is funded and forthcoming that will include the construction of the required sidewalk or multi-use path;
- c) Existing streets constructed to rural section that are not identified on the Comprehensive Plan Functional Classification & Context Class Map with a Rural context zone;
- d) The proposed development is within an older residential subdivision meeting the criteria in the Platting and Replatting within Older Residential Subdivisions Subsection above; or
- e) The proposed development contains frontage on a freeway/expressway as designated by the Comprehensive Plan Functional Classification & Context Class Map.

4) **Use of Fee.**

The City Council hereby establishes sidewalk zones as shown on the Sidewalk Zone Map below. Fees collected in lieu of sidewalk or multi-use path construction shall be expended in the same zone as the development or in an adjacent zone in a scenario where the development occurs near a zone boundary. Fees collected in lieu of sidewalk construction shall be used only for preliminary design, design, construction, reconstruction, surveying, or land acquisition costs associated with sidewalks, multi-use paths, and other non-vehicular ways.

Sidewalk Zone Map



5) **Reimbursement.**

The City may acquire land for sidewalks or make sidewalk improvements related to actual or potential development. If this occurs, the City may require subsequent sidewalk obligations to be a fee, rather than construction, to reimburse the City for the cost associated with acquisitions or construction.

6) **Fee Due.**

Fees paid pursuant to this Section shall be remitted to the City when the guarantee of construction of public improvements for the proposed development is due or upon commencement of construction, whichever occurs first.

7) **Special Fund; Right to Refund.**

All fees received by the City in lieu of sidewalk or multi-use path construction shall be deposited in a fund referenced to the sidewalk zone to which it relates. The City shall account for all fees in lieu of sidewalk construction paid under this Section with reference to the individual development involved. Any fee paid for such purposes must be expended by the City within ten (10) years from the date received by the City. Such funds shall be considered to be spent on a first-in, first-out basis. If not so expended, the landowners of the property on the expiration of such period shall be entitled to a prorated refund of such sum. The owners of such property must request a refund within one (1) year of entitlement, in writing, or such refund will be barred.

6. **Appeals.**

The property owner or applicant for new development may appeal the following decisions to the Administrator:

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- a. The applicability of required sidewalk or multi-use path construction;
 - b. The determination regarding eligibility for a fee in lieu of construction or requirement to utilize fee in lieu of construction;
 - c. The amount of sidewalk or multi-use path required or fee in lieu amount due; and/or
 - d. The amount of the refund due, if any.

All appeals shall be taken within 30 days of notice of the action from which the appeal is taken.

The burden of proof shall be on the appellant to demonstrate that the amount of the required construction, fee in lieu, or refund was not calculated according to the requirements of this ordinance.

The appellant may appeal the decision of the Administrator to the Planning and Zoning Commission. A notice of appeal must be filed by the applicant with the Administrator within 30 days following the Administrator's decision. The filing of the appeal shall not stay the requirement for construction or collection of the fee in lieu, as applicable. If the notice of appeal is accompanied by a payment equal to the fee due as calculated by the City, the development application shall be processed.

L. Bicycle Facilities.

1. General.

Bicycle facilities are planned and located to provide connectivity to the existing street network, parks, schools, greenways, neighborhoods, and other key destinations; increase safety; and promote health and wellness.

2. Timing.

Bicycle facilities shall be required in accordance with the Bicycle, Pedestrian, and Greenways Master Plan and the B/CS Unified Design Guidelines and constructed along with other public infrastructure required pursuant to this UDO.

3. Types of Bicycle Facilities.

There are at least three (3) types of bicycle facilities that may be required. These types include the following:

- a. **Multi-Use Path:** a facility completely separated from auto traffic and within an independent right-of-way or the right-of-way of another public facility;
- b. **Bike Lane:** a facility where part of the roadway or shoulder is striped, signed, and marked for exclusive or preferential bicycle use and where vehicular parking is not permitted unless otherwise specified; and
- c. **Bike Route:** a facility designated by signing and sometimes pavement markings to help make motorists aware of the presence of bicycles that share the same area with motor vehicles.

4. Geometric Design Criteria.

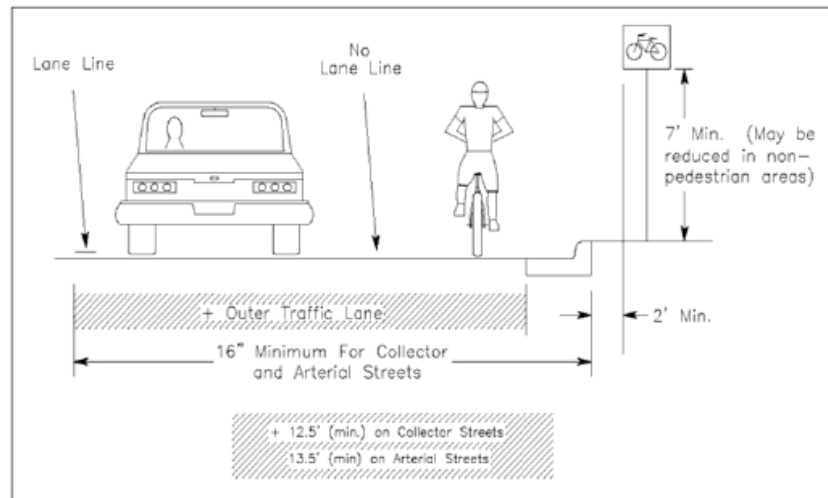
All facilities shall be designed to meet or exceed standards set forth in the "Guide for Development of Bicycle Facilities" published by the American Association of State Highway and Transportation Officials (AASHTO) and the B/CS Unified Design Guidelines. Signing and pavement markings for such facilities shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). Geometric design criteria for each type of bikeway facility are as follows:

a. Bike Routes.

Bike routes shall be indicated as follows:

- 1) The placement of bike route signage and shared lane pavement markings identifies bicycle-compatible streets that will serve as bike routes;
- 2) A minimum of sixteen (16) feet-of the outer lane of streets measured from the outer lane line to the back of curb shall be required for bike routes. A typical bicycle route street is shown below; and
- 3) Bike route signage should not end at a barrier. Information directing the bicyclist around the barrier should be provided.

Bike Route Street



b. **Bike Lanes.**

Bike lanes shall be as follows:

- 1) The bike lane is located within the vehicular roadway in the outside lane and is intended for the exclusive use of bicycles. Bike lanes in the City of College Station must be developed as one-way facilities and carry traffic in the same direction as adjacent motor vehicle traffic; and
- 2) In general, parking in bike lanes is prohibited. However, parking may be permitted in a bike lane in specific areas during specified times. Where parking in a bike lane is permitted, signs shall be installed to provide notice to bicyclists of when parking is allowed. Parking in a bike lane shall be limited primarily to spillover parking for public uses or events, but parking for non-public uses may also be considered.

c. **Multi-Use Paths.**

The criteria for multi-use paths are as follows:

- 1) Multi-use paths should be located primarily in greenways, parks, or occasionally within street rights-of-way. If a multi-use path is to be located in the right-of-way of a street, there should be a minimum of five (5) feet separating the multi-use path from the roadway;
- 2) The standard width for a two-way multi-use path shall be ten (10) feet. In areas with projected high volumes of use, multi-use paths shall be twelve (12) feet wide;
- 3) The minimum width of a one-directional bicycle path is five (5) feet. It should be recognized, however, that one-way bicycle paths often will be used as two-way facilities unless effective measures are taken to assure one-way operation. Without such

enforcement, it should be assumed that bicycle paths will be used as two-way facilities and designed accordingly;

- 4) A minimum of three (3) foot width graded area shall be maintained adjacent to both sides of the multi-use path to provide clearance from trees, poles, walls, fences, guard rails, or other lateral obstructions; and
- 5) Multi-use paths shall be located in a public access easement of a minimum of twenty (20) feet in width.

M. Water Facilities.

1. All subdivisions shall have access to water supply and distribution systems for adequate fire protection and domestic use. All water mains, distribution, and service lines shall be provided to each lot and constructed in accordance with the B/CS Unified Design Guidelines and all applicable state and federal requirements. Where there is a conflict of standards, the more stringent standard shall apply, as determined by the City Engineer. The City shall accept for public use only water mains, distribution, and service lines that comply with these standards for construction.
2. Water mains within the City of College Station Certificate of Convenience and Necessity (CCN) areas shall be extended in accordance with Chapter 40, Utilities of the City of College Station Code of Ordinances.
3. Where a subdivision contains a water line as shown on the Water System Master Plan, such water line shall be designed and installed to maintain continuity in the approximate location as shown, and of the size indicated.
4. Water distribution lines shall be extended from the nearest City approved point of connection to the furthest boundary line of the platted subdivision.
5. For water systems that are not part of the City of College Station's water utility, the subdivider shall provide a letter with the construction documents from the non-City utility indicating that the non-City utility can properly serve the proposed subdivision. Construction of all water facilities within a subdivision must comply with the B/CS Unified Design Guidelines. Plans for such systems will be subject to City review and inspection. City involvement with such a water system ends with the sanitization of the line.

N. Wastewater Facilities.

1. All subdivisions shall have access to wastewater facilities. All collection mains and service lines shall be provided to each lot and constructed in accordance with the B/CS Unified Design Guidelines and all applicable state and federal requirements. Where there is a conflict of standards, the more stringent standard shall apply, as determined by the City Engineer. The City shall accept for public use only wastewater facilities that comply with these standards for construction.
2. Wastewater mains within the City of College Station Certificate of Convenience and Necessity (CCN) areas shall be extended in accordance with Chapter 40, Utilities of the City of College Station Code of Ordinances.
3. Where a subdivision contains a wastewater line as shown on the Wastewater System Master Plan, such wastewater line shall be designed and installed to maintain continuity in the approximate location as shown, and of the size indicated.
4. For wastewater systems that are not part of the City of College Station's wastewater utility, the subdivider shall provide a letter with the construction documents from the non-City utility indicating that the non-City utility can properly serve the proposed subdivision. Construction of all wastewater facilities within a subdivision must comply with the B/CS Unified Design Guidelines. Plans for such

systems will be subject to City review and inspection. Wastewater lines for these systems that are outside the subdivision are not required to meet City standards.

5. Alternate Wastewater Facilities.

- a. If wastewater main extension is exempted per Chapter 40, Utilities of the City of College Station Code of Ordinances or if the subdivision is located outside of the City of College Station CCN or otherwise not served by the City, the subdivider may provide temporary alternative wastewater disposal as follows and as may be conditioned by Chapter 40, Utilities of the City of College Station Code of Ordinances or otherwise:

1) Organized Wastewater Collection and Treatment System.

A subdivider may have a proposed subdivision served by a non-City organized wastewater collection and treatment system. Such system must be permitted to dispose of wastes by the Texas Commission on Environmental Quality (TCEQ) in accordance with 30 TAC Chapter 305 and obtain approval of engineering, planning, and materials for such systems under 30 TAC Chapter 317 from the TCEQ prior to City approval of the final plat ~~by the Planning and Zoning Commission.~~

2) On-Site Sewage Facilities.

A subdivider may have a proposed subdivision served by on-site sewage facilities as set forth below:

- a) On-site facilities which serve single-family or multi-family residential dwellings with anticipated wastewater generation of no greater than five thousand (5,000) gallons per day must comply with 30 TAC Chapter 285 and other applicable laws;
- b) Proposals for sewerage facilities for the disposal of sewage in the amount of five thousand (5,000) gallons per day or greater must comply with 30 TAC Chapter 317 and other applicable laws;
- c) The Brazos County Health Department shall review proposals for on-site sewage disposal systems and inspect such systems as necessary to assure that the system is in compliance with Chapter 366 of the Texas Health and Safety Code and rule in 30 TAC Chapter 285, and particularly §§ 285.4, 285.5, and 285.30—285.39, and any other applicable rules or regulations within the purview of the Brazos County Health Department; and
- d) In addition to the unsatisfactory on-site disposal systems listed in 30 TAC § 285.3(i), pit privies and portable toilets are not acceptable waste disposal systems for lots platted under these rules.

b. Sanitary Sewer Master Plan.

A gravity sanitary sewer master plan shall be designed for subdivisions that contain lots that are two (2) acres and smaller and that utilize alternative wastewater disposal methods. This master plan is required to assure that all lots, in the future, can be connected by gravity service line to the future sewer collection system. Adequately sized sewer lines shall be provided within the subdivision's sewer master plan such that they conform to the Wastewater System Master Plan. All lines designed within this master plan shall meet the B/CS Unified Design Guidelines and all applicable state and federal regulations. This master plan shall consist of verbiage explaining all design assumptions, plan and profile layouts of all future gravity lines to be constructed within the subdivision, and a minimum finished floor elevation established for each lot to assure a connection to the future gravity sanitary sewer collection system. All minimum finished floors established by this master plan shall be placed on the respective lots on the final plat.

O. Special Flood Hazard Areas.

All development encroaching into a FEMA special flood hazard area shall be in accordance with the B/CS Unified Design Guidelines, the Flood Hazard Protection Article of Chapter 105, Floods of the City of College Station Code of Ordinances, and all applicable local, state, and federal requirements. Where there is a conflict of standards, the more stringent standard shall apply, as determined by the City Engineer. The City shall only accept improvements for public use that comply with these standards for construction.

P. Drainage.

1. All drainage shall be in accordance with the B/CS Unified Design Guidelines, the Flood Hazard Protection Article of Chapter 105, Floods of the City of College Station Code of Ordinances, and all applicable local, state, and federal requirements. Where there is a conflict of standards, the more stringent standard shall apply, as determined by the City Engineer. The City shall only accept improvements for public use that comply with these standards for construction.
2. Rapid conveyance, the phasing of development, the use of control methods such as retention or detention, and/or the construction of off-site drainage improvements as means of mitigation, as provided in the B/CS Unified Design Guidelines and as may be required and approved by the City.
3. No construction shall impede, constrict, or block the flow of water in any drainage pathway.
4. **Lot Grading.**
 - a. Lots shall be laid out to provide positive drainage away from all buildings. Individual lot drainage shall be coordinated with the general storm drainage for the area. Drainage shall be designed to avoid the concentration of storm drainage water from each lot to adjacent developable lots. A subdivision grading plan shall be provided with the construction documents. A general drainage pattern that meets all applicable rules and regulations shall be provided for each proposed block and lot. Subsequent permits for each lot shall comply with the approved grading plan.
 - b. All single-family residential lots must be graded to meet the elevation of adjoining property with positive drainage. Multi-family and non-residential lots shall be graded to match elevations at adjoining properties to provide good access and minimize the use of retaining walls.

Q. Gas or Oil Lines.

1. Identification.

High-pressure flammable gas or fuel lines are defined as those which are operated or may be expected in the future to operate at a pressure of over sixty (60) pounds per square inch. High-pressure flammable gas or fuel lines, installed on public property, shall be buried with a minimum cover of thirty (30) inches and shall be marked by an all-weather typed sign, installed at each crossing and intervals of not more than three hundred (300) feet. The signs shall be installed by the utility company, state that the line is high pressure, identify the utility company name, provide an emergency phone number, and state the type of product or products transported therein.

2. Notification to the Utility Company.

The subdivider shall provide written notification to the utility company regarding any proposed construction over an existing facility or within a utility's easement and provide proof of such notification to the City Engineer.

R. Streetlights.

1. General Standards.

- a. Streetlights shall be designed and installed according to the utility standards in effect at the time of subdivision construction or addition thereto.

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- b. The quantity, size, and type of streetlight pole and fixture shall be selected by the subdivider from the College Station Utilities Construction Specifications, Electric Service, and Meter Installation Guidelines.
 - c. The subdivider shall furnish public utility easements for the installation of streetlights, with said easements to normally be five (5) feet in width.
 - d. Where underground electric service is provided, all street lighting and site lighting equipment shall be placed underground except for the poles on which the lights are to be affixed. Where overhead electric service is provided, street lighting and site lighting equipment may be placed overhead or underground.

2. Streetlight Locations.

- a. Streetlights shall normally be required at all street intersections and access ways, in culs-de-sac, and at approximately three hundred (300) foot intervals along tangent streets.
- b. In rural residential subdivisions, streetlights are only required at street intersections and the end of culs-de-sac greater than three hundred (300) feet in length. The subdivider may request additional streetlights at other locations within the subdivision, provided the frequency does not exceed the general subdivision location standards recited above.

3. Installation and Maintenance.

- a. The subdivider or their authorized construction representative shall be responsible for furnishing and installing all streetlight facilities in accordance with the electric utility's design and specifications and this UDO. All conduit installations shall be inspected prior to acceptance for conformance with the utility specifications.
- b. Streetlights shall be owned and maintained by an electric utility provider with a Certificate of Convenience and Necessity (CCN) for that area.
- c. The electric utility provider shall not be responsible for the installation or maintenance of streetlights on alleys, private streets, or drives.

S. Electric Facilities.

- 1. All subdividers shall ascertain which electric utility is certificated to serve the proposed subdivision. The electric utility design and facilities must meet all applicable City ordinances.
- 2. The electric utility will design the electrical system for all lots within a subdivision.
- 3. All electric utility services shall be installed underground in all subdivisions. All lateral electric lines and service lines supplying electric utility service shall be placed underground except rural residential subdivisions may have lateral electric lines and service lines supplying electric utility service placed overhead.
- 4. Overhead feeder lines may be placed in the following locations:
 - a. Along the perimeter of a platted subdivision;
 - b. Adjacent to or within the right-of-way of thoroughfares identified on the Comprehensive Plan Functional Classification & Context Class Map and approved for the location of overhead utilities; and
 - c. Within alleys or dedicated easements identified for the location of aerial utility feeder lines on the approved subdivision plat.

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5. The subdivider shall dedicate public utility easements upon forms approved by the City for the installation of electric utilities. All liens and other ownership interests shall be subordinated to the easement use.
 6. Where electric service is placed underground, all auxiliary equipment for such service, including but not limited to transformers, junction enclosures, and switching devices, shall be pad-mounted on grade or shall be placed underground.
 7. Where the electric service is placed underground, all street lighting and site lighting equipment shall be placed underground except for the poles on which the lights are to be affixed. The City or the electric utility shall not be responsible for the installation or maintenance of streetlights on alleys, private streets, or drives.
 8. The subdivider shall be responsible for the costs and installation of all conduit needed for underground feeder, lateral, and service lines utilized to provide electric utility service to the subdivision. The developer of a platted lot shall be responsible for the costs and installation of service conduit for the platted lot. The specifications for the conduit shall be provided by the electric utility prior to installation. All conduit installations shall be inspected prior to acceptance for conformance to utility specifications.
 9. Temporary utility service may be provided via overhead line extension.
 10. The subdivider shall contact the appropriate electric utility provider to determine any additional requirements.

T. Monuments and Corner Markers.

1. All block corners, angle points, points of curves, and all corners of boundary lines of subdivisions shall be marked with a one-half (0.5) inch steel rod, two (2) feet in length, set in the center of a concrete monument six (6) inches in diameter and thirty (30) inches deep, with the top flush with the finished ground surface.
2. Where, due to topographic conditions, permanent structures, or other conditions, the view is obstructed between any two (2) adjacent monuments, intermediate monuments shall be set to ensure a clear view between adjacent monuments.
3. Corner markers, consisting of a one-half (0.5) inch steel rod or three-fourths (0.75) inch pipe, two (2) feet in length, shall be driven flush with the ground surface to mark the corners of all lots.

U. Owners Associations for Common Areas and Facilities.

1. An owners association shall be established with direct responsibility to, and controlled by, the property owners involved to provide for operation, repair, and maintenance of all common areas, fences, walls, gate equipment, landscaping, and all other common facilities, including private streets and sidewalks, which are part of the subdivision.
2. The owners association shall prepare and file for record a legal instrument establishing a plan for the use and permanent repair and maintenance of the common facilities and demonstrating that the association is self-perpetuating and adequately funded to accomplish its purpose and shall provide that the owners association hereby unconditionally and irrevocably agrees to indemnify, defend and hold the City and the City's officials, agents, employees and contractors harmless, from and against any loss, liability, demand damage, judgment, suite, claim deficiency, interests, fee, charge, cost or expense (including, without limitation, interest, court cost and penalties, attorney's fees and disbursement and amounts paid in settlement, or liabilities resulting from any charge in federal, state or local law or regulation or interpretation hereof) of whatever nature, even when caused in whole or in part by the City's negligence or the joint or concurring negligence of the City and any other person or entity, which may result or to which the City and/or any of the City's officials, agents, employees and contractors

may sustain, suffer, incur or become subject to in connection with or arising in any way whatsoever out of the maintenance, repair use or occupation of the common facilities, or any other activity of whatever nature in connection therewith, or arising out of or by reason of any investigation, litigation or other proceedings brought or threatened, arising out of or based upon the operation, management, maintenance, repair and use of the common facilities, or any other activity in the subdivision.

3. The budget for the owners association shall include a fund reserved for the repair and maintenance of common facilities in the amount approved by the City staff.

V. Private Streets and Gating of Roadways.

1. General Requirements.

The following applies to the platting of roadways:

- a. Gating of a public roadway is prohibited.
- b. Streets required to meet block length or street projection requirements shall not be private or gated.
- c. Private driveways are considered public roadways for the purpose of gating requirements herein.
- d. Vehicular access shall be provided on all private and public roadways at all times for police, fire, City inspection, mail delivery, garbage pickup, dial-a-rides, utility, school buses, and other health and safety related vehicles. Access must not require drivers to exit their vehicles.
- e. A private street may not cross an existing or proposed public thoroughfare as shown on the Comprehensive Plan Functional Classification & Context Class Map. A private street may not disrupt or cross an existing or proposed public park or pedestrian pathway as shown on the Bicycle, Pedestrian, and Greenways Master Plan.
- f. The gate design and implementation shall be such that it does not pose a threat to public health, safety, and welfare as determined by the City.
- g. Private streets must meet the requirements listed in the Single-Family Residential Parking Requirements for Platting Subsection below.

2. Owners Association Requirements.

- a. All property owners within an existing residential area that is proposed to be gated or have private streets shall agree to become members of an operative owners association.
- b. The legal instrument establishing the owners association must provide for a street maintenance agreement and reserve fund as well as written permission for the City's access to the subdivision all of which must be submitted for approval by the City Attorney prior to the submission of the final plat.
- c. The City must have access to private roadways at any time without liability when on official business. This includes permission to remove obstructions including any gate and guard (house) upon non-compliance by the owners association with any terms of this UDO or as necessary for emergency vehicle access. In the event the City must remove obstructions to access the development, the owners association will be assessed for all costs substantially associated therewith.
- d. In the event the City deems that substantial repairs to the private street(s) within a gated community are necessary to ensure safe access and passage for emergency service vehicles, the City will notify the owners association, and a public hearing before the City Council will be set for input on the projected repairs. Should the owners association fail to provide the satisfactory repairs deemed necessary in a time frame set by the City at the public hearing, then the City will

make the necessary repairs and assess the owners association all costs borne by the City in the repair of the private street(s). Should the owners association fail to reimburse the City within ninety (90) days, the owners association shall be subject to a lien and possibly foreclosure of all assets including but not limited to the maintenance reserve fund.

3. Geometric Design Guidelines.

The following applies to the design of private roadways:

- a. Private streets shall be constructed to public street standards but located within a common area, private right-of-way, or private access easement.
- b. The gate(s) may not be placed on a public right-of-way or easement.
- c. All gate mechanical or manual operating functions shall meet College Station Fire Department requirements and provide passage with unobstructed vertical clearance.
- d. The throat depth for a gated entryway shall meet the following requirements (refer to figures below):
 - 1) A minimum of twenty (20) feet for one (1) residential single-family lot.
 - 2) A minimum of sixty (60) feet for up to twenty-five (25) single-family lots.
 - 3) A minimum of one hundred (100) feet for twenty-six (26) single-family lots or greater.
- e. Gated entryways shall provide adequate access for pedestrians and bicycles.
- f. Gated entryways to subdivisions shall provide adequate turnaround areas for vehicles that are denied access to prevent backing into a public street. (refer to figures below)
- g. The gated entryway driveway pavement widths to subdivisions, for both egress and ingress, shall be a minimum of twenty (20) feet per driveway and are required to provide a minimum four (4) feet center median. (refer to figures below)
- h. The gated area shall provide a minimum unobstructed vertical clearance of fourteen (14) feet and six (6) inches from the finished roadway surface over the entire width of the entry roadway.
- i. Public safety elements and signing shall be included in the gate entryway design.

4. Converting Private Streets to Public Streets.

The following is required when converting private streets to public streets:

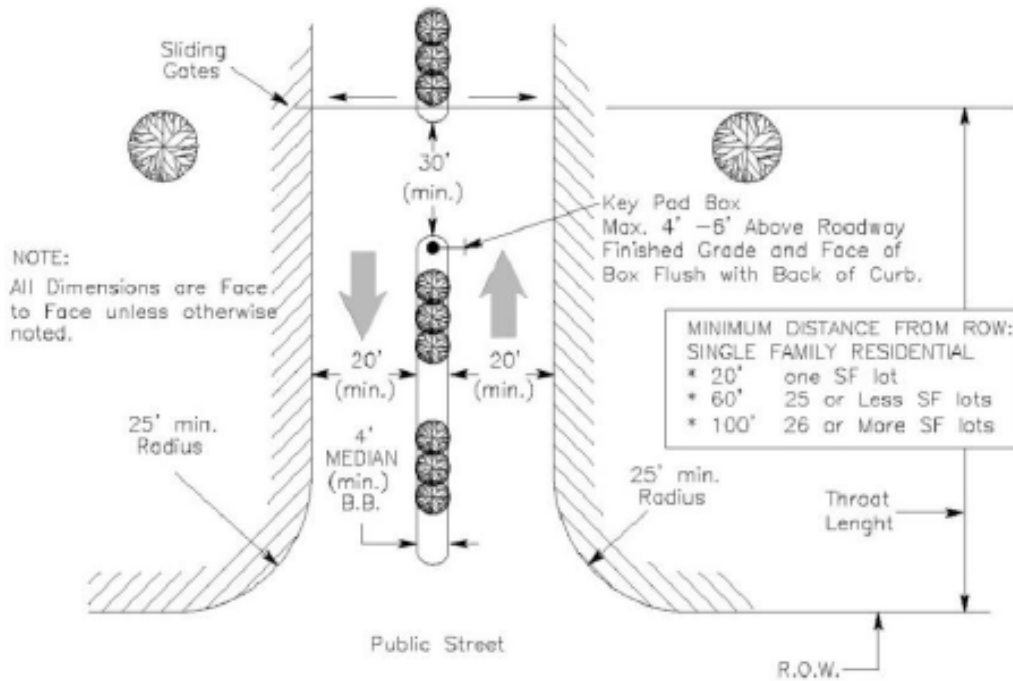
- a. Upon a written request signed by duly authorized owners association officers and submitted to the City Council, the dedication of private streets to the public may be accomplished providing the private streets are brought up to City standards for public streets and the City Council has agreed to accept the streets.
- b. The written request by the owners association officers will be accompanied by a petition containing the signatures of the owners of one hundred (100) percent of the existing lots in the subdivision, except when in the public interest.
- c. All repairs or reconstruction of private streets to City standards must be accepted by the City prior to conversion. All conversion dedication costs will be paid by the owners association.

5. Existing Gates.

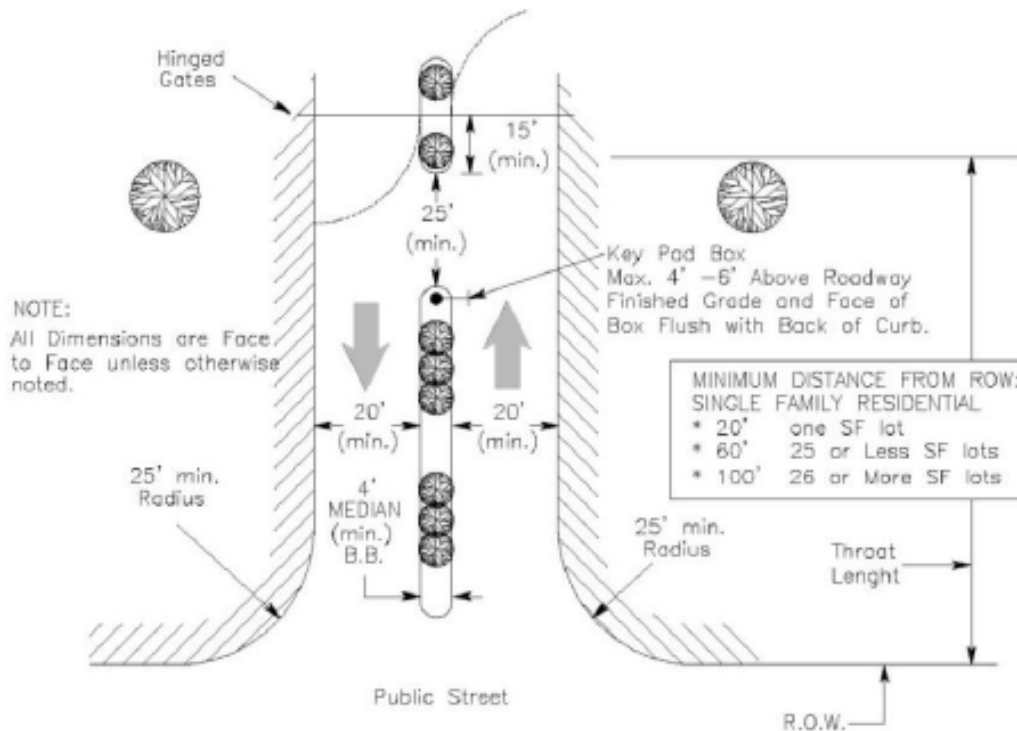
Any gate as defined by this Subsection existing as of November 13, 1997, which has received approval from either the City or the County is deemed exempt from the requirements of this Section except

when the City must remove such gates to ensure access for the immediate health, safety, and welfare of the public. The owners association responsible for such gate assumes all costs associated therewith.

Throat Depth Figure for Sliding Gates



Throat Depth Figure for Hinged Gates



W. Single-Family Residential Parking Requirements for Platting.

1. Purpose.

The purpose of this Subsection is to establish requirements for new single-family and townhouse parking to aid in reducing neighborhood parking problems and maintain the certainty of access for emergency vehicles on local streets.

2. General Requirements.

This Subsection applies to all new single-family and townhouse subdivisions.

- a. Each phase of a multi-phase project shall comply with this Section.
- b. Subdivisions may utilize multiple residential parking options so long as each phase meets the requirements, and all options are listed on the plat.
- c. Replats, amending plats, vacating plats, and development plats are exempt from this Section unless new streets are proposed with the subdivision.
- d. All "No Parking" areas shall be depicted on the preliminary plan.
- e. All "No Parking" signs shall be placed along the street to ensure adequate emergency access. The developer shall provide and install, at no cost to the City, all "No Parking" signs and associated poles and hardware to the City's specifications.
- f. Parking only may be removed on one or both sides of a street upon the City Council approving an ordinance removing parking from the street.
- g. Where on-street or alley parking is utilized in a townhouse subdivision, driveways shall be designed to allow a minimum of one (1) on-street or alley parking space per four (4) dwelling units. Driveway layouts shall be provided with the final plat.

3. **Residential Parking Options.**

To provide adequate access for emergency vehicles, new single-family and townhouse subdivisions shall provide one option from the following:

a. **Wide Streets.**

- 1) Pavement width shall be a minimum of thirty-two (32) feet, up to a maximum of thirty-eight (38) feet.
- 2) In addition to the right-of-way specified for the Residential Street Section in the B/CS Unified Design Guidelines, additional right-of-way width shall be dedicated equivalent to the increase in pavement width over twenty-seven (27) feet.
- 3) To minimize adverse traffic impacts on residential neighborhoods, bulb-outs shall be provided at intersections of local streets. Bulb-outs shall not be required where a local street intersects a street classified as a collector or higher.
- 4) As determined by the Development Engineer, engineering judgment shall override the requirement for bulb-outs set forth above if warranted by specific traffic conditions.

b. **Narrow Streets.**

- 1) Pavement width shall be a minimum of twenty-two (22) feet, up to a maximum of twenty-four (24) feet.
- 2) No parking is allowed on narrow streets to ensure emergency vehicle access. Narrow streets must meet fire service standards as described in the City of College Station Site Design Standards.
- 3) To provide adequate parking in residential neighborhoods, subdivisions choosing to incorporate narrow streets shall incorporate additional parking spaces through either the provisions of visitor alley-fed parking areas or visitor parking areas (See additional requirements for visitor alley-fed off-street parking and visitor parking areas below).

c. **Standard Streets.**

- 1) Standard streets shall be designed in accordance with the Residential Street Section in the B/CS Unified Design Guidelines.
- 2) Parking shall be removed from one (1) or both sides of standard streets.
- 3) To provide adequate parking in residential neighborhoods, subdivisions choosing to remove parking from both sides of a standard street shall incorporate additional parking spaces through the provisions of visitor alley-fed off-street parking or visitor parking areas. Visitor alley-fed off-street parking and visitor parking areas have additional requirements as specified below.

d. **Wide Lot Frontages.**

- 1) All lot widths shall be a minimum of seventy (70) feet as measured at the front setback.

e. **Visitor Alley-Fed Off-Street Parking.**

- 1) Visitor alley-fed off-street parking spaces shall be provided at a rate of one (1) parking space per four (4) dwelling units. Visitor alley-fed off-street parking is in addition to minimum off-street parking requirements. The Off-Street Parking Standards Section of Article 7, General Development Standards of this UDO lists additional requirements.
- 2) Off-street parking spaces shall be located in an access easement or private common area.

f. **Visitor Parking Areas.**

- 1) Visitor parking shall:
 - a) be provided at a rate of one (1) parking space per four (4) dwelling units;
 - b) meet requirements of Off-Street Parking Standards and Access Management and Circulation Sections of Article 7, General Development Standards of this UDO, except requirements of alternative parking plans, and except as specifically exempted below;
 - c) be developed at the same time as public infrastructure;
 - d) be located no farther than five hundred (500) feet from the lot it is meant to serve. This distance shall be measured by a walkable route;
 - e) be located in a common area and maintained by an owners association;
 - f) be designed to prohibit backing maneuvers onto public streets, with the exception that two (2) or fewer parking spaces constructed to single-family driveway and parking standards are permitted backing maneuvers when accessing a local street; and
 - g) not be counted towards common open space requirements for cluster developments.
- 2) Visitor parking areas adjacent to a right-of-way shall be screened from the right-of-way. Screening is required along one hundred (100) percent of the street frontage (such as ten (10) shrubs for every thirty (30) linear feet of frontage), with the exception of areas within the visibility triangle. Screening may be accomplished using plantings, berms, structural elements, or combinations thereof, and must be a minimum of three (3) feet above the parking lot pavement elevation. Walls and planting strips shall be located at least two (2) feet from any parking area. Where the street and the adjacent site are at different elevations, the Administrator may alter the height of the screening to ensure adequate screening. Fifty (50) percent of all shrubs used for screening shall be evergreen. Two (2) or fewer parking spaces constructed to single-family driveway and parking standards are not required to be screened from the adjacent right-of-way.
- 3) Visitor parking areas may be constructed of permeable surfaces as allowed in the Off-Street Parking Standards Section of Article 7, General Development Standards of this UDO.
4. Private parking constructed for the use of subdivision amenities, such as a community pool, may be counted toward visitor parking if it meets all other requirements listed above and does not use permeable materials for private parking area surfaces.

Sec. 8.4. General Requirements and Minimum Standards of Design for Subdivisions within the City of College Station Extraterritorial Jurisdiction.

The following sets forth standards of design for subdivisions situated within the extraterritorial jurisdiction:

A. Reserved Strips and Tracts Prohibited.

A plat shall not provide reserved strips or tracts of land. In addition, the effect of the phasing of a plat, provision of common areas, or other land or easement shall not unnecessarily restrict access to land, right-of-way, or easements dedicated or intended to be dedicated to the public by the subject plat or adjacent developments.

B. Technical Standards.

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(Supp. No. 6, Update 12)

All public infrastructure shall be designed and constructed in accordance with the Bryan/College Station Unified Design Guidelines, Bryan/College Station Unified Technical Specifications, Bryan/College Station Unified Construction Details, and all other applicable local, state, and federal requirements. Hereafter, these documents shall be referred to collectively as the "B/CS Unified Design Guidelines." Where there is a conflict of standards, the more stringent standard shall apply as determined by the City Engineer.

C. Streets.

1. Streets on the Comprehensive Plan Functional Classification & Context Class Map.

Where a subdivision encompasses or is adjacent to a thoroughfare as shown on the Comprehensive Plan Functional Classification & Context Class Map, the thoroughfare shall be constructed and included in the subdivision plat to maintain continuity in the approximate location as shown.

2. Relation to Adjoining Street System.

- a. Where there is an existing street adjacent to or through the area to be subdivided, the necessary street intersections to the existing street shall be constructed.
- b. Existing and planned streets in adjacent or adjoining areas shall be continued in alignment therewith.
- c. When land is subdivided into larger parcels rather than ordinary building lots, such parcels shall be arranged to allow for the opening of future streets and logical further subdivisions.

3. Street Projections.

- a. When a public street is provided internal to the platting property and adjoining areas are not platted, the platting subdivision shall provide street projections to such areas by projecting a public street at intervals no fewer than the maximum block length along the perimeter boundary of the subdivision.
- b. Where abutting properties are landlocked, a street connection or street frontage shall be provided through the platting property.

4. Adequate Street Access.

- a. One (1) external street connection is required for a street serving as roadway access for thirty (30) or fewer lots.
- b. When there are more than thirty (30) lots to be served by external street connections, a minimum of two (2) street connections to external paved public streets shall be required. The Planning and Zoning Commission may allow remote emergency access where development phasing or constraints of the land prevent the provision of a second street connection. Notwithstanding the foregoing, two (2) street connections to externally paved public streets shall be required when one hundred (100) or more lots are served.
- c. Three (3) street connections to external paved public streets may be required by the Planning and Zoning Commission when two hundred (200) or more lots are served.
- d. Where more than one (1) external street connection is required, at least one (1) external street connection shall not be located over a potential hazard such as a high-pressure gas line or a creek where the one hundred (100) year floodplain overtops the street, regardless of its classification.

5. Intersections.

In addition to the B/CS Unified Design Guidelines, proposed street intersections shall meet the minimum spacing and requirements of the Access Management and Circulation Section of Article 7, General Development Standards of this UDO.

6. **Dead-End Streets.**

Dead-end streets shall be prohibited except for short stubs to permit future extensions. Temporary turnarounds shall be required for stubs of more than one hundred (100) feet in length or the depth of one (1) lot, whichever is less.

7. **Culs-de-Sac.**

Culs-de-sac shall not exceed seven hundred fifty (750) feet in length. The length of a cul-de-sac is measured along the centerline of the cul-de-sac street from the center of the bulb to the edge of the nearest intersecting through the street right-of-way.

8. **Geometric Standards; Street Design Criteria.**

Streets shall be designed and constructed in accordance with the B/CS Unified Design Guidelines with the following modifications:

- a. Local streets shall be constructed to the rural residential street standards with a minimum right-of-way width of seventy (70) feet; and
- b. All thoroughfares, regardless of classification, shall be constructed to the rural collector standard with a minimum right-of-way width of one hundred (100) feet or larger if the thoroughfare classification requires additional right-of-way width.

9. **Existing Substandard Street Right-of-Way.**

- a. Whenever an existing right-of-way is within or adjacent to a proposed subdivision and such right-of-way width is substandard, the additional width for the street shall be dedicated. For development occurring on only one (1) side of such a roadway, the amount dedicated shall generally equal fifty (50) percent of the deficiency in width based on the classification and type of street, as measured from the existing centerline of the right-of-way. If the parcel(s) on the opposite side of the right-of-way previously dedicated a portion, the proposed plat shall dedicate the remaining width. If the opposite side of the right-of-way has a permanent constraint such as a railroad right-of-way or conservation easement, the full width of the deficiency may be required.
- b. The Administrator may reduce, increase, or eliminate the amount of right-of-way dedication based on design considerations, existing development on adjacent properties, and dimensions of the proposed subdivision or plat.
- c. Notwithstanding the foregoing, additional right-of-way dedication is not required for amending plats.

10. **Street Names and Addresses.**

- a. Proposed streets that are extensions of existing streets shall bear the name of the existing street unless otherwise recommended by the Administrator.
- b. New streets shall be named to prevent conflict or confusion with identical or similar names in the city, Brazos County 911 District, or the extraterritorial jurisdiction .
- c. Streets shall not be named after any living person.
- d. A proposed street name may be disapproved if it too closely approximates phonetically the name of an existing street, is too difficult to pronounce, or carries undesirable meanings or connotations.

D. **Alleys.**

Public alleys are prohibited in the extraterritorial jurisdiction.

E. Blocks.

1. To provide a public street network that is complimentary to the Thoroughfare Plan and that ensures uniform access and circulation, block length shall not exceed one thousand five hundred (1,500) feet.
2. If a plat is not bounded by a public through street or another qualifying break to block length, the block length measurement shall continue to extend each way beyond the plat along the public through street until the nearest intersecting through street or qualifying break to the block is reached.
3. Block length shall not require a new street to enter the face of a block when the surrounding area of the block is subdivided so that a through movement is not possible, or a new block cannot be created.

F. Lots.

1. Lots shall be identified in numerical order within a block.
2. Lots shall be a minimum of one (1) acre in size.
3. Lots shall be at least one hundred (100) feet in width as measured at the street, except for lots around the bulb of a cul-de-sac shall be at least seventy-five (75) feet in width.
4. Lots established for special purposes such as common area, open space, parkland, floodplain, drainage, utilities, or other similar facilities shall be uniquely named and are not required to meet the minimum lot size or lot width.
5. Side lot lines shall be substantially right angle to straight right-of-way or radial to the curved right-of-way.
6. Lots shall be laid out so as not to cross municipal, county, school district, or utility service area boundaries.

G. Easements.

1. Utility Easements.

a. Minimum Utility Easements.

Utility easements not less than sixteen (16) feet in width shall be provided along the front of all lots on each side of a street. Where the front easement is impractical on one (1) side of the street, a utility easement no less than twenty (20) feet in width shall be provided on the other side of the street. Utility easements ten (10) feet in width shall be required along the side and rear of all lots.

b. Additional Utility Easements.

Additional utility easements or additional easement width other than as described above may be required by the City Engineer or B/CS Unified Design Guidelines based on the number, size, configuration, or depth of existing, proposed, or anticipated utilities. Where the proposed subdivision adjoins an unplatted area or future phase of the subdivision, the City Engineer may require twenty (20) foot width of easement along the rear of lots adjoining the unplatted area or ten (10) feet in width along the boundary of the subdivision or subdivision phase.

2. Off-Site Easements.

All easements outside the boundaries of a plat that are necessary for the installation of public infrastructure to serve the subdivision or development plat shall be acquired by the applicant and conveyed by an instrument approved by the City Attorney.

H. Access Ways.

Public Access Ways are prohibited in the extraterritorial jurisdiction.

I. **Sidewalks.**

Public sidewalks are prohibited in the extraterritorial jurisdiction.

J. **Bicycle Facilities.**

Public bicycle facilities are prohibited in the extraterritorial jurisdiction.

K. **Water Facilities.**

1. All subdivisions shall have access to water supply and distribution systems for adequate fire protection and domestic use. All water mains, distribution, and service lines shall be provided to each lot and constructed in accordance with the B/CS Unified Design Guidelines and all applicable state and federal requirements. Where there is a conflict of standards, the more stringent standard shall apply, as determined by the City Engineer.
2. Water mains within the City of College Station Certificate of Convenience and Necessity (CCN) areas shall be extended in accordance with Chapter 40, Utilities of the City of College Station Code of Ordinances.
3. Where a subdivision contains a water line as shown on the Water System Master Plan, such water line shall be designed and installed to maintain continuity in the approximate location as shown, and of the size indicated.
4. Water distribution lines shall be extended from the nearest City approved point of connection to the furthest boundary line of the platted subdivision.
5. For water systems that are not part of the City of College Station's water utility, the subdivider shall provide a letter with the construction documents from the non-City utility indicating that the non-City utility can properly serve the proposed subdivision. Construction of all water lines within a subdivision must comply with the B/CS Unified Design Guidelines. Water lines for these systems that are outside the subdivision are not required to meet City standards.

L. **Wastewater Facilities.**

1. **Private Septic Systems.**

On-site sewage disposal systems (private septic systems) shall be designed to meet all requirements of the County Health Department. These systems shall be licensed through the same agency and the license shall be kept current. A note shall be provided on the plat indicated such as above.

2. **Gravity Sanitary Sewer System.**

Gravity sanitary sewer systems shall be in accordance with the B/CS Unified Design Guidelines and all applicable state and federal requirements.

M. **Special Flood Hazard Areas.**

All Federal Emergency Management Agency (FEMA) special floodplain hazard areas shall be according to the requirements, jurisdiction, and enforcement of the applicable county regulations.

N. **Drainage.**

1. All drainage shall be in accordance with the B/CS Unified Design Guidelines and all applicable local, state, and federal requirements. Where there is a conflict of standards, the more stringent standard shall apply, as determined by the City Engineer.
2. Rapid conveyance, the phasing of development, the use of control methods such as retention or detention, and/or the construction of off-site drainage improvements as means of mitigation, as provided in the B/CS Unified Design Guidelines and as may be required and approved by the City.

3. No construction shall impede, constrict, or block the flow of water in any drainage pathway.

4. **Lot Grading.**

Individual lot drainage shall be coordinated with the general storm drainage for the area. Drainage shall be designed to avoid the concentration of storm drainage water from each lot to adjacent developable lots. A subdivision grading plan shall be provided with the construction documents. A general drainage pattern that meets all applicable rules and regulations shall be provided for each proposed block and lot.

O. **Gas or Oil Lines.**

1. **Identification.**

High-pressure flammable gas or fuel lines are defined as those which are operated or may be expected in the future to operate at a pressure of over sixty (60) pounds per square inch. High-pressure flammable gas or fuel lines, installed on public property, shall be buried with a minimum cover of thirty (30) inches and shall be marked by an all-weather typed sign, installed at each crossing and intervals of not more than three hundred (300) feet. The signs shall be installed by the utility company, state that the line is high pressure, identify the utility company name, provide an emergency phone number, and state the type of product or products transported therein.

2. **Notification to the Utility Company.**

The subdivider shall provide written notification to the utility company regarding any proposed construction over an existing facility or within a utility's easement and provide proof of such notification to the City Engineer.

P. **Streetlights.**

Public streetlights are prohibited in the extraterritorial jurisdiction.

Q. **Electric Facilities.**

1. All subdividers shall ascertain which electric utility is certificated to serve the proposed subdivision.
2. Electric utility facilities may be installed underground or overhead.
3. The subdivider is responsible for contacting the appropriate electric utility provider to determine any additional requirements.

R. **Monuments and Corner Markers.**

1. All block corners, angle points, points of curves, and all corners of boundary lines of subdivisions shall be marked with a one-half (0.5) inch steel rod, two (2) feet in length, set in the center of a concrete monument six (6) inches in diameter and thirty (30) inches deep, with the top flush with the finished ground surface.
2. Where, due to topographic conditions, permanent structures, or other conditions, the view is obstructed between any two (2) adjacent monuments, intermediate monuments shall be set to ensure a clear view between adjacent monuments.
3. Corner markers, consisting of a one-half (0.5) inch steel rod or three-fourths (0.75) inch pipe, two (2) feet in length, shall be driven flush with the ground surface to mark the corners of all lots.

S. **Owners Associations for Common Areas and Facilities.**

1. An owners association shall be established with direct responsibility to, and controlled by, the property owners involved to provide for operation, repair, and maintenance of all common areas, fences, walls,

gate equipment, landscaping, and all other common facilities, including private streets and sidewalks, which are part of the subdivision.

2. The owners association shall prepare and file for record a legal instrument establishing a plan for the use and permanent repair and maintenance of the common facilities and demonstrating that the owners association is self-perpetuating and adequately funded to accomplish its purpose.

T. Private Streets and Gating of Roadways.

1. Gating of a public roadway is prohibited.
2. Streets required to meet block length or street projection requirements shall not be private or gated.
3. A private street may not cross an existing or proposed public thoroughfare as shown on the Comprehensive Plan Functional Classification & Context Class Map. A private street subdivision will not disrupt or cross an existing or proposed public park or pedestrian pathway as shown on the Bicycle, Pedestrian, and Greenways Master Plan.
4. Private streets shall be constructed to public street standards but located within a common area, private right-of-way, or private access easement.
5. All other private or gated street requirements shall be according to applicable county regulations.

U. City Participation.

The City will not participate in the cost of the subdivision or utilities outside the city limits, including garbage collection and street maintenance except for utilities dedicated to the City with a development agreement. Such utility service shall be in accordance with City Council Resolution #2-9-2006-13.04 (as amended) Regarding the Extension of Water and Sewer Utility Services to Properties within the Extraterritorial Jurisdiction (ETJ).

Sec. 8.5. Waiver of Subdivision Standards.

- A. The Planning and Zoning Commission may authorize a waiver from the regulation when, in their opinion, undue hardship will result from requiring strict compliance. In granting a waiver, the Commission shall prescribe only conditions that it deems not prejudicial to the public interest. In making the findings hereinbefore required, the Commission shall consider the nature of the proposed use of the land involved, the existing use of land in the vicinity, the number of persons who will reside or work in the proposed subdivision, the possibility that a nuisance will be created, and the probable effect of such waiver upon traffic conditions and public health, convenience, and welfare of the vicinity. No waiver shall be granted unless the Commission finds:
 1. That there are special circumstances or conditions affecting the land involved such that strict application of the provisions of this chapter will deprive the applicant of reasonable land use ;
 2. That the waiver is necessary for the preservation and enjoyment of a substantial property right of the applicant;
 3. That the granting of the waiver will not be detrimental to the public health, safety, or welfare, or injurious to other property in the area, or to the City in administering this chapter; and
 4. That the granting of the waiver will not have the effect of preventing the orderly subdivision of other property in the area in accordance with the provisions of this UDO.
- B. Such findings of the Planning and Zoning Commission shall be incorporated into the official minutes of the meetings at which such waiver is granted. Waivers may be granted only when in harmony with the general purpose and intent of this UDO so that public health, safety, and welfare may be secured, and substantial justice is done.

C. **Waiver from Water Flow Requirements.**

A waiver to fire flow provisions set out in the Water Facilities Subsection of the General Requirements and Minimum Standards of Design for Subdivisions within the City of College Station Extraterritorial Jurisdiction Section above is prohibited.

D. **Waiver from Lot Size.**

With the exception of lots located within a City-authorized municipal utility district, a waiver to the minimum lot size provisions set out in the General Requirements and Minimum Standards of Design for Subdivisions within the City of College Station Extraterritorial Jurisdiction Section above is prohibited.

Sec. 8.6. Responsibility for Payment for Installation Costs.

A. **Developer Responsibilities.**

The developer shall be responsible for the designing and installing of all public improvements which primarily serve the subdivision. This includes being responsible for the costs associated therewith that are shown on the plat or that may be off-site but needed to ensure the adequacy of public facilities and services for the subdivision; and subject to participation by the City or other third parties as may be allowed or required by applicable law, such as participation by the City for costs associated with oversizing of public improvements beyond that which is necessary to serve the subdivision. Facilities required by this UDO and the City of College Station Code of Ordinances shall be considered as primarily serving the subdivision unless otherwise determined by the City.

B. **Streetlights.**

The developer shall pay the entire cost of the subdivision streetlight installation, including the cost of service lines to supply electricity to the streetlights, and all engineering design costs. Once satisfactorily installed, approved, and accepted, the maintenance of the streetlights and the furnishing of electric energy to the streetlights shall be provided by the City.

C. **Street Signs.**

The developer will provide and install, at no cost to the City, all street name signs, including associated poles and hardware.

D. **Engineering Inspection and Testing.**

1. The City will charge for engineering inspection during construction and for final inspection as established by City Council resolution from time to time; however, it is to be understood that the City will do no layout work or daily inspection.
2. The City requires testing by an independent laboratory acceptable to the City to ensure compliance with the Bryan/College Station Unified Design Guidelines and the Bryan/College Station Unified Technical Specifications and approved plans and specifications of the construction of the infrastructure before final inspection and approval of that infrastructure. Charges for such testing shall be paid by the project owner/developer.

Sec. 8.7. Construction, Guarantee of Performance, and Acceptance of Public Infrastructure.

Construction of private improvements is prohibited until the requirements for constructing or guaranteeing the construction of public infrastructure are met as set forth herein.

A. **Construction.**

1. **Development Permit.**

Upon approval of the construction documents by the City Engineer and issuance of a development permit, the subdivider may proceed with the construction of public infrastructure. Neither the developer nor the contractor nor the subcontractor shall make a connection to or tap into the City water distribution system, electric system, or sanitary sewer system until this requirement is met. The developer shall furnish all necessary materials to make the final tap or connection.

2. Letter of Completion and Acceptance.

When the developer constructs the required public infrastructure, all such construction shall be inspected while in progress, by the City, and must be approved upon completion by the City Engineer. A letter of completion will be issued by the City Engineer when:

- a. The construction conforms to the approved plans and the Bryan/College Station Unified Design Guidelines and the Bryan/College Station Unified Technical Specifications and all applicable City, state, and federal regulations;
- b. The developer provides construction red-lined record drawings signed by the contractor acceptable to the City Engineer that contain the following attestation:

"I, _____ General Contractor for _____ development, certify that the improvements shown on this sheet were actually built, and that said improvements are shown substantially hereon. I hereby certify that, to the best of my knowledge, the materials of construction and sizes of manufactured items, if any are stated correctly hereon."

General Contractor

- c. The developer and their agent/contractor, if applicable, sign the letter of completion which furnishes the City a written guarantee that all workmanship and materials shall be free of defects for one (1) year from the date of acceptance by the City Engineer; and
 - d. Off-site easements relating to the public infrastructure have been recorded or are presented to the City and are acceptable to be recorded.
3. Upon completion by the developer and formal acceptance by the City of the public infrastructure required to be completed by the developer, they shall become the property of the City of College Station.

B. Guarantee of Performance.

1. In lieu of the obligation to construct public infrastructure as set forth above, the developer may elect to file security guaranteeing the construction of the same to obtain final plat approval and to commence construction of private improvements. This may be accomplished in one (1) of the following two (2) ways:

a. Performance Bond.

The developer may file with the City Engineer a bond executed by a surety company holding a license to do business in the State of Texas, in an amount acceptable to the City Engineer of the City of College Station, and a form approved by the City Attorney. The developer shall state in writing a timeframe acceptable to the City by when such public improvements will be complete; or

b. Letter of Credit.

The developer has filed with the City Engineer an irrevocable letter of credit, in a form approved by the City, signed by a principal officer of a local bank, local savings and loan association, or other financial institution, acceptable to the City, agreeing to pay to the City of College Station,

on demand, a stipulated sum of money to apply to the estimated cost of installation of all improvements for which the developer is responsible under this Section. The guaranteed payment sum shall be the estimated costs and scheduling as prepared by the developer's engineer and approved by the City Engineer. The letter shall state the name of the subdivision and shall list the improvements which the developer is required to provide.

2. If one (1) of the two (2) types of security is filed by the developer and accepted by the City as described above, the City Engineer shall inspect and approve the construction of public improvements in accordance with the requirements of this UDO when the same occurs. If the developer fails to properly construct some or all required public improvements, the City Attorney shall, on the direction of the City Council, proceed to enforce the guarantees provided in this Section.
3. The City Engineer may extend the period by when completion of public improvements is to occur regardless of periods that may be iterated elsewhere in this UDO. ~~Such extension of time shall be granted upon a showing of good cause and shall be reported to the Planning and Zoning Commission and recorded in the minutes.~~ No such extension shall be granted unless security, as provided herein, has been provided by the developer covering the extended period and provided that such extension does not jeopardize the general public health, safety, and welfare.

Sec. 8.8. Requirements for Parkland Dedication.

A. Purpose.

It is hereby declared by the College Station City Council that public parks, conservation, and greenway areas are valuable assets that advance the public's health, safety, and welfare. This Section is adopted to provide active and passive recreational areas in the form of park facilities as a function of subdivision and site development in the City of College Station and its extraterritorial jurisdiction. This Section is enacted in accordance with the home rule powers of the City of College Station granted under the Texas Constitution, and the statutes of the State of Texas, including, but not by way of limitation, Chapter 212 of the Texas Local Government Code, as amended.

This Section recognizes that parkland dedication is a fair, reasonable, and uniform method of financing these assets that do not impose an unfair burden on new or existing development. The intent is to require new development to pay its proportionate costs that are associated with providing new, expanded, and renovated parks, so they are borne by the new residents who are responsible for creating the additional demand. This is done by integrating such requirements into the procedure for planning and developing property or subdivisions in the city and its extraterritorial jurisdiction, whether such development consists of new construction on vacant land or rebuilding and remodeling of multi-family dwellings that increases the number of bedrooms on existing residential property.

The intent of these assets is to provide a variety of outdoor recreational opportunities for new residents within reasonable proximity of their homes. The primary cost of purchasing, developing, or improving parks should be borne by the landowners of residential property who, because of the proximity of their property to such parks, shall be the primary beneficiaries of such facilities. To ensure this nexus, park zones have been established by the City Council. They are shown on the Park Zones map below, and they shall be prima facie proof that any park area located therein is within a convenient distance from any residence located therein.

Parkland dedication is consistent with and furthers the objectives and policies of the Comprehensive Plan and the Recreation, Park, and Open Space Master Plan to protect the health, safety, and general welfare of the public. It is coordinated with other city policies, ordinances, and resolutions by which the City seeks to ensure the provision of adequate park facilities in conjunction with the development of land.

B. Applicability.

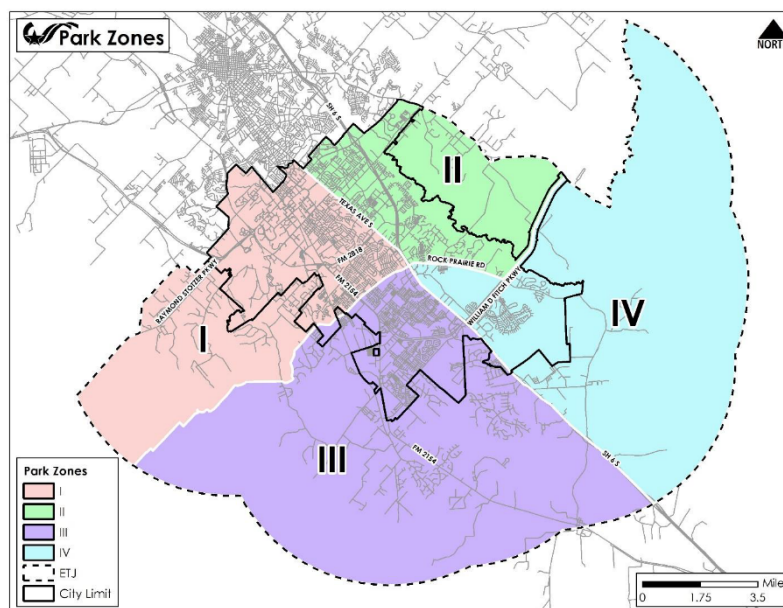
1. This Section applies to a landowner who develops land for residential use located within the city or its extraterritorial jurisdiction.
2. The parkland dedication and park development fees required by this Section are waived for any unit that qualifies as new, affordable housing to be sold to low-and moderate-income households, as defined by the current U.S. Department of Housing and Urban Development Income Limits.

C. Park Zones.

The City is hereby divided into park zones, as shown on the official Park Zones map below, together with all explanatory matter thereon.

Zone boundaries typically follow key topographic features such as major thoroughfares, streams, city limits, and extraterritorial jurisdiction boundary lines. New park zones may be created, or existing zones amended, pursuant to procedures for amending the UDO.

Park Zone Map



D. Requirements.

1. General.

The City Manager or their designee shall administer this Section with certain review, recommendation, and approval authorities being assigned to the Planning and Zoning Commission, the Parks and Recreation Advisory Board, and various City departments as specified herein.

Generally, the developer of residential property must address the following requirements pursuant to this Section: dedication of land for park use or payment of a fee in lieu thereof, and payment of a development fee for park improvements necessary to transform the land into a usable park. Requirements herein are based on actual dwelling units or bedrooms for the entire development. Increases or decreases in the final unit or bedroom count may require an adjustment in fees paid or land dedicated. If the actual number of dwelling units or bedrooms exceeds the original estimate, additional parkland and additional park development fees may be required in accordance with the requirements in this Section.

The delineation of park zones is identified in the Park Zones Subsection above. The schedule of fees and required land dedications are identified in the Parkland Dedication and Development Fees Subsection below.

2. Land Dedication.

- a. The amount of land to be dedicated for park purposes shall be as set forth in the Parkland Dedication and Development Fees Subsection below.

The total amount of land dedicated for the development shall be dedicated to the City in fee simple:

- 1) Prior to the issuance of any building permits for multi-family and multiplex development,
- 2) Concurrently with the final plat for each phase of the development, or
- 3) In accordance with the terms of a valid development agreement associated with the property.

If land dedication is to occur in future phases of a multiple-phase development, the developer may provide the City with financial security against the current dedication requirements by providing a bond, irrevocable letter of credit, or another alternative financial guarantee such as a cash deposit in the amount equal to the number of acres of parkland required in a form acceptable to the City. The amount of the financial guarantee shall be the amount of fee in lieu of land dedication and improvements as set forth in the Parkland Dedication and Development Fees Subsection below. The financial guarantee will be released to the developer, without interest, upon the filing of the final plat for the subsequent phase that dedicates the required parkland and payment of the fee for the required improvements.

- b. Since residents living in the extraterritorial jurisdiction are likely to use the City's park facilities, they should contribute to the cost of providing them. As a result of the difficulty faced by the City in maintaining property outside the city limits, the City will generally require a fee in lieu rather than the dedication of land. Alternatively, the dedication requirements of this Section may be met through the creation of private parkland in the same amount required as set forth in the Parkland Dedication and Development Fees Subsection below provided the developer enters into a written agreement that all such private parkland be dedicated to the City at the time of full purpose annexation into the city and provided that any plat related to such development is inscribed with a notation regarding same. If the private parkland option is chosen, a provision for private upkeep of the facilities as described in the Credit for Private Park Amenities Subsection below shall be made.

3. Fee in Lieu of Land.

Instead of dedicating land for parks, a developer may request to meet some or all of the land dedication requirements through payment of a fee in lieu thereof in the amounts set forth in the Parkland Dedication and Development Fees Subsection below. Such fees shall be due at the same time as fees are due for final platting or for issuance of a building permit, based on the type of residential development.

4. City Final Approval.

The City shall have the final authority in determining what proportion of land or fee may be accepted in lieu of required land dedication. The City may, from time to time, require that a fee be submitted in lieu of land dedication in amounts as set forth in the Parkland Dedication and Development Fees Subsection below. Likewise, the City may, from time to time, require that land be dedicated in amounts as set forth in the Parkland Dedication and Development Fees Subsection below and that no fee in lieu of land will be accepted.

5. **Approval Process for Parkland Dedication.**

- a. For the land dedication of five (5) acres or more to be accepted by the City, the landowner must:
- 1) Obtain a recommendation from the Parks and Recreation Advisory Board, and
 - 2) Obtain approval from the Planning and Zoning Commission pursuant to the Plats Section of Article 3, Development Review Procedures of this UDO.

The Planning and Zoning Commission shall consider the recommendation from the Parks and Recreation Advisory Board but may make a decision contrary to its recommendation by majority vote.

- b. The City of College Station will generally not accept dedications of land for parks that are less than five (5) acres, as maintaining small parks is inefficient and too costly for the City to sustain over the long term. However, the City Manager or their designee is authorized to accept and approve land dedications of less than five (5) acres if the following criteria are met:
- 1) The proposed dedication provides a sufficient amount of parkland in the park zone of the proposed development for required parkland dedication, or such land provides a valuable link to the greater park system;
 - 2) The proposed dedication has especially attractive park features, as determined by the City Manager or their designee;
 - 3) Where the proposed dedication is insufficient for a park site under existing park design standards, some or all of the dedication requirements may be in the form of a fee in amounts as set forth in the Parkland Dedication and Development Fees Subsection below; and
 - 4) The proposed development of the park is consistent with the City of College Station's Recreation, Park, and Open Space Master Plan.

In making their decision, the City Manager or their designee may choose to submit such an application to the Parks and Recreation Advisory Board for its recommendation. In such event, the City Manager or their designee shall consider such recommendation but may make a decision contrary in accordance with the criteria set forth herein.

6. **Park Development Fee.**

In addition to the land dedication requirements for parks, there are also park development fees established herein sufficient to develop parks in ways that meet the City Park Facility & Equipment Standards. The amount of development fees assessed to a developer subject to this Section for parks is as shown in the Parkland Dedication and Development Fees Subsection below. The process for the approval and collection of development fees shall be the same as for the parkland dedication requirements to which the development relates and shall be processed simultaneously with the parkland dedication requirements.

7. **Construction of Park Improvements in Lieu of Development Fee.**

A developer may elect to construct park improvements in lieu of paying the associated development fees as set forth herein. In such an event:

- a. A park site plan, developed in cooperation with the Parks and Recreation Department staff, must be submitted and approved by the Director of the Parks and Recreation Department or their designee and the Parks and Recreation Advisory Board upon submission of the final plat or application for a site plan and/or building permit, whichever is applicable.

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- b. Detailed plans and specifications for park improvements hereunder shall be due and processed in accordance with the procedures and requirements of public improvements for final plats, site plans, and building permit issuance, whichever is applicable.
 - c. All plans and specifications shall meet or exceed the City Park Facility & Equipment Standards in effect at the time of the submission.
 - d. If the improvements are constructed on land that has already been dedicated to and/or is owned by the City, then the developer must post payment and performance bonds equal to park development fees to guarantee the payment to subcontractors and suppliers and to guarantee the developer completes the work in accordance with the approved plans, specifications, ordinances, and other applicable laws.
 - e. The construction of all improvements must be completed in accordance with the requirements relating to the construction of public improvements for final plats, site plans, and issuance of building permits, whichever is applicable. This includes the guaranteeing of performance in lieu of completing the park improvements prior to final plat approval. Notwithstanding any other applicable ordinances, park improvements should be completed within two (2) years from the date of the approval.
 - f. **Completion and Acceptance.**

Park development will be considered complete, and a certificate of completion will be issued after the following requirements are met:

 - 1) Improvements have been constructed in accordance with the approved plans;
 - 2) All parkland upon which the improvements have been constructed has been dedicated as required under this Section; and
 - 3) All manufacturers' warranties have been provided for any equipment installed in the park as part of these improvements.
 - g. Upon issuance of a certificate of completion, the developer warrants the improvements for one (1) year as set forth in the requirements in the City Park Facility & Equipment Standards.
 - h. The developer shall be liable for any costs required to complete park development if:
 - 1) Developer fails to complete the improvements in accordance with the approved plans; or
 - 2) Developer fails to complete any warranty work.
8. **Submitting Fee.**
- Any fees required to be paid pursuant to this Section shall be remitted:
- a. Prior to the issuance of any building permits for multi-family development; or
 - b. Upon the submission of each final plat for single-family, duplex, or townhouse development.
9. **Use of Fees.**
- Fees may be used only for the acquisition, development, and/or improvement of park facilities to which they relate; fees shall not be used for maintenance purposes. Fees in lieu of land dedication may only be used for the purchase, development, and/or improvement of parks located within the same zone as the development, or in an adjacent zone in a scenario where the development occurs close to a zone border.
10. **Reimbursement for City Acquired Park Land.**

The City may from time to time acquire land for parks in advance of actual or potential development. If the City does take such action, then it may require subsequent dedications to be in fee in lieu of land only. The fees will serve to reimburse the City for the cost(s) of acquisition.

11. Appeals.

The property owner or applicant for new development may appeal the following decisions to the Director of Planning and Development Services, or their designee:

- a. The applicability of the land dedication, fee in lieu, or development fee;
- b. The amount of the land dedication or fee due;
- c. The determination of credit for private property amenities; and/or
- d. The amount of the refund due, if any.

All appeals shall be taken within 30 days of notice of the action from which the appeal is taken.

The burden of proof shall be on the appellant to demonstrate that the amount of the dedication, fee, refund, or credit was not calculated according to the requirements of this ordinance.

The appellant may appeal the decision of the Director of Planning and Development Services to the City Council. A notice of appeal to the Council must be filed by the applicant with the City Secretary within 30 days following the Director's decision. The filing of an appeal shall not stay the collection of the fee due. If the notice of appeal is accompanied by a payment in an amount equal to the fee due as calculated by the City, the plat or building permit application shall be processed.

E. Prior Dedication or Absence of Prior Dedication.

If a dedication requirement arose prior to enactment or amendment of this Section, subsequent development for the subject tract to which the dedication requirements apply may be subject to vesting as set forth in Chapter 245 of the Texas Local Government Code, as amended. Depending on the circumstances, additional dedication may be required for the increase in dwelling units or bedrooms from what was originally proposed.

F. Comprehensive Plan Considerations.

The Recreation, Park, and Open Space Master Plan, adopted by the City Council in association with the Comprehensive Plan, is intended to provide the Parks and Recreation Advisory Board with a guide upon which to base its recommendations. Because of the need to consider specific characteristics in the site selection process and future development, the park locations indicated on the Plan are general. The actual locations, sizes, and number of parks will be determined when development occurs or when sites are acquired by the City, including by donations.

G. Special Fund; Right to Refund.

The City shall account for all fees in lieu of land and all development fees paid under this Section with reference to the individual plat(s) involved. Any fees paid for such purposes must be encumbered or expended by the City within ten (10) years from the date received by the City for the acquisition, development, and/or improvement of a park as required herein. Such funds shall be considered to be spent on a first-in, first-out basis. If the funds are not so encumbered by contract of purchase order or expended, then the owners of the property on the last day of the ten (10) year period will be entitled to a refund of the unexpended sum upon request. The owners of the property as shown on the current tax roll or proven by another instrument, must request a refund within one (1) year of the expiration of the ten (10) year period. The request must be made in writing to the Director of Parks and Recreation.

H. Credit for Private Park Amenities.

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1. Up to twenty-five (25) percent of the total fee in lieu and park development fee required by this Section to be paid by a developer may be eligible for reimbursement if the developer provides private parkland and/or amenities on the site. The remaining percentage is retained for deposit in the City's parkland dedication fund for the purpose of defraying the financial burden that new residential units impose on the existing public park system in the city, beyond the immediate development in which the dwelling is located.
 2. Private facilities eligible for parkland dedication credit are those outdoor amenities typically found in city public parks, which will substitute for the improvements otherwise funded by a dedication fee to meet the outdoor recreation needs of residents.
 3. The amount of credit shall be based on actual out-of-pocket dollar costs that the developer incurred in providing the outdoor recreation amenities:
 - a. The improvements must be constructed in accordance with the City Park Facility & Equipment Standards.
 - b. The developer is required to submit to the City all invoices paid toward the construction of the private amenities.
 - c. To receive the credit, the improvement must be inspected and approved by all appropriate City staff.
 4. Yards, court areas, setbacks, and other open areas required to be maintained under the UDO, and other regulations, shall not be included in the credit computation.
 5. Private recreation improvements shall be owned by an incorporated nonprofit owners association comprised of all property owners in the subdivision. The organization should operate under a recorded land agreement through which each property unit owner in the subdivision is automatically a member, and each unit is subject to a charge for a proportionate share of expenses for maintaining the facilities.
 6. Should the owners association fail to maintain the developer-provided private park facilities in compliance with City standards, each property owner agrees that the City may access the facilities to operate, maintain, and repair them. The costs of such maintenance, operations, and repairs shall be charged to the owners association. Such requirement shall be by recorded covenant, which runs with the land in favor of future owners of the property, and which cannot be defeated or eliminated without the written consent of the City.
 7. Use of the private park shall be restricted for park and recreation purposes by a recorded covenant, which runs with the land in favor of future owners of the property, and which cannot be defeated or eliminated without the written consent of the City.
 8. Facilities must be similar or comparable to what would be required to meet public park standards and recreational needs as set forth in the Parkland Park Land Guidelines and Requirements Subsection below.
 9. The design of private park amenities must be reviewed and approved by the City prior to final plat approval.
 10. All private park amenities shall be constructed in accordance with the Construction of Park Improvements in Lieu of Development Fee Subsection above.

I. Parkland Guidelines and Requirements.

Parks should be easy to access and open to public view to benefit area development, enhance the visual character of the city, protect public safety, and minimize conflict with adjacent land uses. The following guidelines and requirements shall be used in designing parks and adjacent development.

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1. Any land dedicated to the City under this Section must be suitable for park and recreation uses. The dedication shall be free and clear of all liens and encumbrances that interfere with its use for park purposes. The City Manager or their designee shall determine whether any encumbrances interfere with park use. Minerals may be reserved from the conveyance provided that there is a complete waiver of the surface use by all mineral owners and lessees. A current title report must be provided with the land dedication. The property owner shall pay all taxes or assessments owed on the property up to the date of acceptance of the dedication by the City. A tax certificate from the Brazos County Tax Assessor shall be submitted with the dedication or plat.
 2. Consideration will be given to land that is in the floodplain or may be considered "floodable" even though not in a federally regulated floodplain as long as, due to its elevation, it is suitable for park improvements. Sites should not be severely sloping or have unusual topography which would render the land unusable for recreational activities, as set forth in the City Park Facility & Equipment Standards.
 3. At the discretion of the City, land in floodplains will be considered on a three (3) for one (1) basis. Three (3) acres of floodplain will be equal to one (1) acre of parkland.
 4. Where feasible, park sites should be located adjacent to greenways and/or schools to encourage shared facilities and joint development of new sites.
 5. Unless intended to serve a larger area, park sites should be adjacent to residential areas in a manner that serves the greatest number of users and should be located to minimize users having to cross arterial roadways to access them. Furthermore, park sites should not be encumbered by overhead utility lines or easements which may limit the opportunity for park development.
 6. Where appropriate, sites with existing trees or other scenic elements are preferred.
 7. Detention/retention areas will not be considered to meet dedication requirements but may be accepted as a donation in addition to the required dedication. If accepted as part of the park, the detention/retention area design must meet specific park specifications in the City Park Facility & Equipment Standards.
 8. Where park sites are adjacent to greenways, schools, or existing or proposed subdivisions, access ways may be required to facilitate public access to parks.
 9. It is desirable that fifty (50) percent of the perimeter of a park should abut a public street.

J. **Warranty Required.**

1. All materials and equipment provided to the City shall be new unless otherwise approved in advance by the City Manager or their designee and all work shall be of good quality, free from faults and defects, and in conformance with the designs, plans, specifications, and drawings, and recognized industry standards. This warranty, any other warranties express or implied, and any other consumer rights, shall inure to the benefit of the City only and are not made for the benefit of any party other than the City.
2. All work by the developer or landowner not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.
3. This warranty is in addition to any rights or warranties expressed or implied by law.
4. Where more than a one (1) year warranty is specified in the applicable plans, specifications, or submittals for individual products, work, or materials, the longer warranty shall govern.
5. This warranty obligation may be covered by any performance or payment bonds tendered in compliance with this Section.

6. If any of the work performed by the developer or landowner is found or determined to be either defective, including obvious defects, or otherwise not in accordance with this Section, the designs, plans, drawings, or specifications within one (1) year after the date of the issuance of a certificate of completion of the work or a designated portion thereof, whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period as may be prescribed by law or by the terms of any applicable special warranty required by this ordinance, the developer shall promptly correct the defective work at no cost to the City.
7. During the applicable warranty period and after receipt of written notice from the City to begin corrective work, the developer shall promptly begin the corrective work. The obligation to correct any defective work shall be enforceable under this Code of Ordinances. The guarantee to correct the defective work shall not constitute the exclusive remedy of the City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.
8. If within twenty (20) calendar days after the City has notified the developer of a defect, failure, or abnormality in the work, the developer has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments or to order the work to be done by a third party. The cost of the work shall be paid by the developer.
9. The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by the developer, its contractors, or subcontractors or by the surety.
10. The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (1) year after the installation or completion. The one (1) year warranty shall cover all work, equipment, and materials that are part of the improvements made under this Section of the ordinance.

K. Parkland Dedication and Development Fees.

Parkland dedication and development fees for developments located within the city limits and extraterritorial jurisdiction are indicated below. The City shall review the fees established and the amount of parkland dedication required in this ordinance at least every five (5) years. Failure to review by the City shall not invalidate this ordinance. The amount indicated in the Collection Rate column shall be the amount required for each unit or bedroom proposed.

Total dedication and fee amounts					
	Proportionate Rate	Collection Rate as of 7/3/2022	Collection Rate as of 10/1/2022	Collection Rate as of 10/1/2023	Collection Rate as of 10/1/2024
Land dedication					
Single-family: One acre per number of dwelling units	48	61	53	51	48
Multi-family: One acre per number of bedrooms	83	145	108	95	83
Fee in lieu of land dedication					
Single-family per dwelling unit	\$1,106	\$524	\$664	\$885	\$1,106
Multi-family per bedroom	\$395	\$220	\$237	\$316	\$395
Park development fee					
Single-family per dwelling unit	\$4,150	\$737	\$2,490	\$3,320	\$4,150
Multi-family per bedroom	\$1,486	\$467	\$892	\$1,189	\$1,486

Total dedication and development fees

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(Supp. No. 6, Update 12)

Single-family per dwelling unit	\$5,256	\$1,261	\$3,154	\$4,205	\$5,256
Multi-family per bedroom	\$1,881	\$687	\$1,129	\$1,505	\$1,881

The following calculations were used to determine the proportionate rate for the dedication and fee amounts:

Proportionate Rate Calculation	
Input Data	
Neighborhood park acres	567
Community park acres (ex. Lick Creek and Veterans)	354
<u>Passive park acres</u>	<u>198</u>
<u>Total park acres</u>	<u>1,119</u>
Single-family dwelling units	27,343
<u>Multi-family dwelling units</u>	<u>19,010</u>
<u>Total number of dwelling units</u>	<u>47,796</u>
Persons per household (PPH) - Overall	2.58
PPH - Single-family structures	2.89
PPH - Multi-family structures	2.20
Ratio of MFU/SFU PPH (PPH - multi-family structures / PPH - single-family structures)	0.76
Dwelling units per acre of parks (total number of dwelling units / total park acres)	42.71
Adjustment ratio MFU/SFU ((1 - ratio of MFU/SFU PPH)/2)	0.12
Land dedication	
Single-family dwelling units per acre of parkland (dwelling units per acre of parks (1 + adjustment ratio MFU/SFU))	48
Multi-family-family bedroom units per acre of parkland ((dwelling units per acres of parks (1 - adjustment ratio MFU/SFU) * PPH - multi-family structures))	83
Fee in lieu of land dedication	
Average cost per acre of neighborhood parkland	\$50,000
Average cost per acre of community parkland	\$44,250
Average cost per acre of passive parkland	\$16,250
Fair market value of existing neighborhood parkland (average cost per acre of neighborhood park land * neighborhood park acres)	\$28,374,335
Fair market value of existing community parkland (average cost per acre of community parkland * community park acres)	\$15,655,778
Fair market value of existing passive parkland <u>(average cost per acre of passive parkland * passive park acres)</u>	<u>\$3,213,481</u>

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(Supp. No. 6, Update 12)

<u>Total fair market value of existing parkland</u>	<u>\$47,243,595</u>
Average fair market value of an acre of land (total fair market value of existing parkland / total park acres)	\$42,218
Average fee-in-lieu (average fair market value of an acre of land/dwelling units per acre of parks)	\$988
Fee in-lieu of land per single-family unit (average fee-in-lieu * (1 + adjustment ratio MFU/SFU))	\$1,106
Fee in-lieu of land per multi-family bedroom ((average fee-in-lieu * (1 - adjustment ratio MFU/SFU)) / PPH - multi-family structures)	\$395
<u>Park development fee</u>	
Reatta Meadows	
Cost (December 2017, adjusted for inflation to March 2022)	\$513,141.76
Acres	3.00
Cost per acre (cost/acres)	\$171,047
Northgate	
Cost (April 2019, adjusted for inflation to March 2022)	\$470,270.45
Acres	1.87
Cost per acre (cost/acres)	\$251,482
Average developed park cost per acre (average park cost/acres)	\$211,264
Average passive park cost per acre (15% of developed) ((neighborhood parks value + community parks value) / (neighborhood park acres + community park acres))	\$27,974
Neighborhood parks value	\$97,067,042
Community parks value	\$74,745,953
<u>Passive parks value</u>	<u>\$5,531,890</u>
<u>Total parks value</u>	<u>\$177,344,885</u>
Average development cost per acre (total parks value / total park acres)	\$158,479
Average development cost per dwelling unit (average development cost per acre /dwelling units per acre of parks)	\$3,710
Development cost per single-family unit (development cost per dwelling unit * (1 + adjustment ratio MFU/SFU))	\$4,150
Development cost per multi-family bedroom ((development cost per dwelling unit * (1 - adjustment ratio MFU/SFU)) / PPH - multi-family structures)	\$1,486

Sec. 8.9. Certifications.

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF TEXAS)

COUNTY OF BRAZOS)

I (we) _____, the owner(s) and developer(s) of the land shown on this plat, and designated herein as the _____ subdivision to the City of College Station, Texas, and whose name(s) is/are subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, greenways, infrastructure, easements, and public places thereon shown for the purpose and consideration therein expressed. All such dedications shall be in fee simple unless expressly provided otherwise.

Owner(s)

STATE OF TEXAS)

COUNTY OF BRAZOS)

Before me, the undersigned authority, on this day personally appeared _____ known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purpose and consideration therein stated.

Given under my hand and seal on this ____ day of _____, 20 ____.

Notary Public, Brazos County, Texas

(Seal)

CERTIFICATE OF SURVEYOR AND/OR ENGINEER

STATE OF TEXAS)

COUNTY OF BRAZOS)

I, _____, Registered Public Surveyor (Engineer), No. _____, in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property and that property markers and monuments were placed under my supervision on the ground.

Surveyor (Engineer)

CERTIFICATE OF CITY ENGINEER

I, _____, City Engineer of the City of College Station, Texas, hereby certify that this subdivision plat conforms to the requirements of the subdivision regulations of the City of College Station.

City Engineer, City of College Station

CERTIFICATE OF PLANNING AND ZONING COMMISSION (for plat requiring discretionary authority)

I, _____, Chair of the Planning and Zoning Commission of the City of College Station, hereby certify that the attached plat was duly approved by the Commission on the ____ day of _____, 20 ____.

Planning and Zoning Commission Chair, City of College Station

CERTIFICATE OF THE COUNTY CLERK

Leave a space four (4) inches wide and two (2) inches tall for the Certificate of the County Clerk.

CERTIFICATE OF THE COUNTY CLERK

County Clerk, Brazos County, Texas

CERTIFICATE OF ADMINISTRATORCITY PLANNER ~~(for amending or minor plats)~~

I, _____, AdministratorCITY PLANNER of the City of College Station, Texas, hereby certify that this subdivision plat conforms to the requirements of the subdivision regulations of the City of College Station.

AdministratorCITY PLANNER, City of College Station

CERTIFICATE OF APPROVAL (for plats in the extraterritorial jurisdiction)

This subdivision plat was duly approved by the Commissioners Court of Brazos County, Texas as the final plat of such subdivision on ____ day of _____, 20____. Signed this the ____ day of _____, 20____.

County Judge, Brazos County, Texas

CERTIFICATE OF NO ACTION TAKEN

I, _____, ~~Chair of the Planning and Zoning Commission~~Administrator, hereby certify that the plat was filed with the Planning and Development Services Department on the ____ day of _____ and that the City of College Station~~Planning and Zoning Commission~~ failed to act on the plat within 30 days after the plat was filed.

Administrator, Planning and Zoning Commission Chair, City of College Station

**January 25, 2024
Item No. 8.3.
GPR PDD Rezoning**

Sponsor: Jesse Dimeolo

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action 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 changing the zoning district boundary from RS Restricted Suburban to PDD Planned Development District on approximately 249 acres of land located between Diamondback Drive and Greens Prairie Road.

Relationship to Strategic Goals:

Diverse & Growing Economy

Recommendation(s): Staff recommends approval of the rezoning request and associated concept plan.

The Planning and Zoning Commission heard this item on December 21, 2023 and voted unanimously to recommend approval of the request (5-0).

Summary:

The applicant has proposed a PDD Planned Development District zoning for approximately 249 acres located in South College Station, between Greens Prairie Road and Arrington Road. The PDD is intended to cover the remaining land yet to be developed in the Greens Prairie Reserve Subdivision. The area that is already built will remain as RS Restricted Suburban. The main purpose of this request is to provide a residential development with smaller lot sizes and home sizes that would be appealing to young professionals up to seniors desiring to reduce their maintenance and upkeep burden. Over time, the single-family lot density of the development has fluctuated. The first approved Preliminary Plan in 2018 proposed a total of 906 lots and since then has slightly decreased as lots were platted larger. With this proposed rezoning, an increase from the original Preliminary Plan is being projected to an estimated total count of 910-925 lots.

REZONING REVIEW CRITERIA

1. Whether the proposal is consistent with the Comprehensive Plan:

The Comprehensive Plan Future Land Use and Character Map designates the subject property as Suburban Residential and Natural & Open Areas. The Comprehensive Plan generally describes the land uses as follows:

Suburban Residential - primarily single-family residential areas that consist of low to moderate density single-family lots. These areas may also include limited townhomes, duplexes, other housing types, and some non-residential uses that are compatible with surrounding single-family areas. Development types tend to be highly consistent within a subdivision or neighborhood. Residential lot size requirements are larger within the Wellborn District and limited to single-family lots.

Natural & Open Areas - areas that represent a constraint to development and that should be conserved for their natural function or open space qualities. These areas include floodplains, riparian

buffers, common areas, and open space. The boundaries of the Natural & Open Areas land use are illustrative, and the exact location of floodplains and other physical constraints are determined during the development process.

The applicant is proposing a base zoning of RS Restricted Suburban which is consistent with the land uses identified in the Comprehensive Plan's Future Land Use and Character Map and the land uses that are already built in the initial phases of the Greens Prairie Reserve Subdivision.

2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:

The subject property is adjacent to larger Greens Prairie Reserve Subdivision lots clustered around open space to the east, estate lots to the north along Whites Creek Lane, and undeveloped R Rural zoned property to the south. Across Greens Prairie Road to the west is the more densely developed Castlegate Subdivision. The proposed PDD zoning is compatible with the neighboring residential land uses as it provides a good step-up approach of increasing density the closer you get to Greens Prairie Road. The areas proposed to be townhomes ("single family type three" on the concept plan) are closer to Greens Prairie Road and are buffered from the rest of the subdivision by a slightly less dense "single family type two" product. This type two housing product has an absolute minimum lot area per dwelling unit of 4,600 square feet and the type three product has an absolute minimum lot area of 3,450 square feet, but these two housing types have the flexibility to be built at standard RS Restricted Suburban standards if need be.

3. Whether the property to be rezoned is physically suitable for the proposed zoning district:

The applicant is proposing to rezone the remainder of Greens Prairie Reserve subdivision to PDD Planned Development District, totaling approximately 249 acres. Two public roadway connections will be made to Greens Prairie Road whereas the rest of the traffic will funnel east along Diamondback Drive or north to two future right-of-way projections along the property boundary with Whites Creek Lane. Out of the possible 249 acres to redevelop, only 52.3 acres are proposed to have an increased density from the already zoned RS Restricted Suburban standards, or approximately 21% of the 249 acres. Even with the increased density, the subdivision still meets clustering requirements found in UDO Section 8.3.H.4 which requires at least 25% of the land be open space. The concept plan is proposing 27.8% open space. With the Preliminary Plan, a running tally will be kept ensuring the cumulative provided open space acreage always meets or exceeds the cumulative required acreage as each plat is submitted. The subject property meets the requirements and is physically suitable for the proposed PDD zoning.

4. Whether there is available water, wastewater, stormwater, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:

Water and sewer service will be provided by the City of College Station. There is an existing water line along Greens Prairie Road and the proposed thoroughfare connection of Diamondback Drive. Additional sewer lines will be projected to this property from the existing Greens Prairie Reserve Subdivision as is shown in the most recent Preliminary Plan. There is adequate capacity of both water and sewer for this development based on the anticipated demand provided by the developer. Drainage and other public infrastructure required with site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines.

The subject tract has frontage to Greens Prairie Road and the future extension of Diamondback Drive. Greens Prairie Road is designated as a future 4-lane Minor Arterial and is currently under construction. Diamondback Drive, a future 2-lane Minor Collector, will be extended with the platting of

the tract which provides a connection between Greens Prairie Road and Arrington Road. A traffic impact analysis (TIA) was completed in May 2017 for the Greens Prairie Reserve PDD (Margraves Residential Development) with a total build out estimated for 2027. The TIA's land use assumption for the site is entirely residential, and the number of assumed lots was reduced in December 2017. Even with this proposed increase in density, the TIA remains valid. The site's assumed trip generation and traffic mitigation recommendations outlined in the TIA are being fulfilled as buildout continues.

5. The marketability of the property:

The property can be marketed under the current zoning of RS Restricted Suburban which allows for detached medium-density, single-family residential development. These areas consist of residential lots averaging 8,000 square feet when clustered around open space. However, the marketability of the property would increase if rezoned for those who may want to downsize to more manageable sized lots, as proposed. The additional range of lot sizes provides for a greater marketability of the property.

REVIEW OF CONCEPT PLAN

The Concept Plan provides an illustration of the general layout of the proposed building and parking areas as well as other site related features. In proposing a PDD, an applicant may also request variations to the general platting and site development standards provided that those variations are outweighed by demonstrated community benefits of the proposed development. The Unified Development Ordinance provides the following review criteria as the basis for reviewing PDD Concept Plans:

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

Purpose and Intent:

The proposed PDD rezoning would change the use of the subject property from a standard RS Restricted Suburban cluster development (single family – detached) to a combination of single-family uses that would include both detached and attached structure types. The standard RS zoning district restricts the minimum lot size to 6,500 square feet with an average lot area of 8,000 square feet. This minimum lot area prohibits the ability to develop scaled residences that would be appealing to single young professionals up to seniors desiring to reduce their home size and

maintenance burden. The proposed zoning change will allow the minimum lot size to be reduced below 6,500 square feet to accommodate various product types, lot, and house sizes, and “life cycle or life stage” options within the Greens Prairie Reserve community. The proposed zoning would maintain the quality and integrity of the subdivision that has been established while continuing to meet or exceed the average lot area requirement of 8,000 square feet.

Community Benefits: The following community benefits are proposed to help offset the requested modifications with the PDD rezoning:

1. Proposed Open Space (within the entirety of Greens Prairie Reserve) of approximately 27.8%, which exceeds the new 25% Open Space requirement with RS zoning district. This is well above the 15% that was required when this subdivision’s Preliminary Plan was originally approved.
2. Berming and landscaping along Greens Prairie Road West (adjacent to SF Type No. 3 areas). This will be located in the open space areas and maintained by the HOA. Parking screening methods in UDO Section 7.6.D.4 will be utilized to meet this.
3. SF Type No. 3 limited to 3- and 4-unit structures with 2-car garage per unit. SF residential parking requirements for platting found in UDO Section 8.3.W will be met for all plats as they are submitted.
4. SF Type No. 3 to be developed as rear loaded units (except for lots adjacent to the Windham property) to maintain the front yard greenspace in character with the neighborhood.
5. The following are approved waivers that were approved with the original Preliminary Plan and are being either eliminated or reduced:
 - a. North Perimeter Block waiver exceeded the ordinance by 2,969’. With the proposed street projection of Harvest Moon Court, this block length will be reduced to a maximum of 1,150’ above the ordinance.
 - b. Waiver exceeded the maximum lot total of thirty (30) lots on Cattail Cove Court cul-de-sac with a proposed total lot count of forty-five (45) lots. This waiver request has been eliminated.
 - c. Maximum block length along Lofty Hill Trail waiver exceeded the ordinance by 1,466’. With the proposed development configuration this block length will be reduced to a maximum of 898’ above the ordinance.

Base Zoning District:

The PDD Planned Development District zoning includes the following base zoning district of RS Restricted Suburban and all requirements associated with this base zoning district shall apply except where specifically modified herein.

Meritorious Modifications: The PDD includes a number of modifications, listed below, to realize the rezoning proposal. The first three modifications are new with this PDD rezoning request. The fourth item refers to previous subdivision regulation waivers that were granted with the Preliminary Plan in 2018. The original waivers regard street projections, adequate street access, cul-de-sac lengths, block lengths, access ways, and sidewalks.

1. SF TYPE No. 1: Residential lot areas conforming to the RS Cluster zoning standards.
2. SF TYPE No. 2: Residential lot areas conforming to the RS Cluster zoning standards with the following exceptions. SF Type No. 2 may also be developed as SF Type No. 1.
 - a. Absolute minimum lot area = 4,600 SF
 - b. Maximum impervious cover = 75%
3. SF TYPE No. 3: Residential lot areas conforming to "T" Townhome zoning standards. SF Type No. 3 areas may also be developed as SF Type No. 1 or 2.
 - a. Townhome is a permitted use for this zoning district, within SF TYPE No. 3 area.

b. Absolute minimum lot area = 3,450 SF

4. Applicable waivers as approved by the Planning & Zoning Commission (PP2018-000001) as follows.

Section 12-8.3.E.3 – Street Projections: Where adjoining areas are not platted, the subdivision shall provide street projections to such areas by projecting a public street or public way.

Approved Waiver Request: Waiver requirement for a street or public way projection, to be increased from the maximum distance of 1,200 feet, as illustrated on the Concept Plan. These areas are generally located along the parceled unplatted tracts that front Whites Creek Lane, unplatted lots that front Arrington Road and the Wyndham tract. Specific data is quantified below.

LOCATION	PROPOSED LENGTH	EXCEEDS ORDINANCE BY:
North Perimeter Block (northern half) *	1769'	569'
North Perimeter Block (southern half) *	2350'	1150'
Southwest Perimeter Block	1989'	789'
West Perimeter Block	4130'	2930'

* See "Community Benefits – Item #5a".

Section 12-8.3.E.4.b – Adequate Street Access: When there are more than thirty (30) lots to be served by external street connections, a minimum of two (2) street connections to external paved public streets shall be required. The Commission may allow a Remote Emergency Access where development phasing or constraints of the land prevent the provision of a second street connection. Notwithstanding the foregoing, two (2) street connections to external paved public streets shall be required when one hundred (100) or more lots are served.

Approved Waiver Request: A second permanent street connection to Greens Prairie Road to be provided at such time that the development either exceeds a lot count of 428 dwelling units or the CoCS proposed improvements of Greens Prairie Road are completed along the frontage of this development (whichever comes first). Until such time a Remote Emergency Access meeting the IFC will be provided.

Section 12-8.3.E.7.a – Cul-de-sacs: Maximum length of a cul-de-sac of one thousand two hundred (1,200) feet in General Suburban and Restricted Suburban designations.

Approved Waiver Request: Proposed cul-de-sac to exceed the maximum block length of 1,200'.

STREET NAME	PROPOSED LENGTH	EXCEEDS ORDINANCE BY:
Cattail Cove Court *	1571'	371

* See "Community Benefits – Item #5b".

Section 12-8.3.G.2.c – Blocks: Maximum block length of one thousand two hundred (1,200) feet in General Suburban, Restricted Suburban, and Business Park designations.

Approved Waiver Request: Proposed streets to exceed the maximum block length of 1,200'.

STREET NAME	PROPOSED LENGTH	EXCEEDS ORDINANCE BY:
Greens Prairie Road (Diamondback to NE)	1492'	292'
Harvest Moon Drive – Block 50	2442'	1242'
Prickly Pear Pass – Block 13	1651'	451'
Harvest Moon Drive – Block 11	1527'	327'
Harvest Moon Drive – Block 10	1496'	296'
Lofty Hill Trail & Sudden Breeze Drive – Block 9 & 34 *	2098'	898'
Diamondback Drive – Block 10	1388'	188'
Diamondback Drive – Block 15	1343'	143'
Diamondback Drive (Sudden Breeze to Arrington Road)	2912'	1712'
Legendary Drive – Block 40	1588'	388'
Legendary Drive – Block 15	1201'	1'
Legendary Drive – Block 19	1945'	745'
Coral River Road – Block 24	1642'	442'
Coral River Road – Block 42	1566'	366'
Coral River Road – Block 21	1852'	652'

* See “Community Benefits – Item #5c”.

Section 12-8.3.J.2 – Access Ways: In Blockfaces over nine hundred (900) feet in length, an Access Way shall extend across the width of the block near the center of the block.

Approved Waiver Request: For the following blocks to exceed the specified blockface length for Access Ways are summarized below.

BLOCK LOCATION	BLOCK LENGTH	EXCEEDS ORDINANCE BY:
Diamondback Drive (Sudden Breeze to Arrington)	2912'	2012'
Diamondback Drive – Block 19	936'	36'
Coral River Road – Block 38	1093'	193'
Goldenrod/Hickory Bark – Block 45	1085'	185'
Legendary Drive – Block 40	1588'	688'

Section 12-8.3.K.2(a) – Sidewalks: Sidewalks shall be required on both sides of all streets except as follows or as provided elsewhere in this UDO.

Approved Waiver Request: Sidewalks to be located on only one side of the street as illustrated on the Preliminary Plan.

Parkland: Per the Preliminary Plan “Parkland Dedication Phasing Summary” and “Section Prerequisites” Table, dedication of parkland will always be in an amount greater than the required amount (based on dwelling units). The proposed parkland dedication is a “linear park” and located on either side of the minor collector (Diamondback Drive). The Preliminary Plan illustrates a close approximation of the final alignment of the minor collector. The exact acreage required for dedication

will need to be updated with the next revised preliminary plan as the total lot count will most likely change.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Vicinity Map, Aerial, and Small Area Map
3. Rezoning Exhibit
4. Concept Plan
5. Background Information
6. Applicants Supporting Information
7. Waiver List and Community Benefits

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 AFFECTING APPROXIMATELY 249 ACRES OF LAND LOCATED BETWEEN DIAMONDBACK DRIVE AND GREENS PRAIRIE 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 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 25th day of January, 2024.

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 as follows:

The following property is rezoned from RS Restricted Suburban to PDD Planned Development District:



**FIELD NOTES DESCRIPTION
OF A
248.99 ACRE TRACT
WILLIAM CLARK SURVEY, ABSTRACT 101
A. BABILLE SURVEY, ABSTRACT 75
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

A FIELD NOTES DESCRIPTION OF 248.99 ACRES IN THE WILLIAM CLARK SURVEY, ABSTRACT 101, AND THE A. BABILLE SURVEY, ABSTRACT 75 IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING THE REMAINDER OF A CALLED 368.57 ACRE TRACT CONVEYED TO OGC CNO JV, LLC IN VOLUME 13744, PAGE 240 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 248.99 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found (all 1/2 inch iron rods found with blue plastic caps stamped “KERR SURVEYING” unless otherwise noted) marking the west corner of Greens Prairie Reserve Section 4, Phase 401A (18778/100 OPRBCT) and the south corner of said remainder of 368.57 acre tract; for reference the City of College Station monument C594-136 bears S 77°35'27" E a distance of 2,837.11 feet;

THENCE, with the southwest lines of remainder of 368.57 acre tract and the northeast lines of the remainder of a called 230.13 acre tract conveyed to Jerry P. Windham (763/656 ORBCT) for the following three (3) courses and distances:

- 1) N 48° 34' 15" W along or near the common line of said William Clark Survey, Abstract 101 and the J. Bledsoe Survey, Abstract 71 a distance of 1,802.98 feet to a 3/8 inch iron rod found;
- 2) N 44° 15' 25" E a distance of 335.35 feet to an 8 inch treated fence corner post found;
- 3) N 43° 57' 28" W a distance of 1,990.85 feet to a 1/2 inch iron rod found with plastic cap stamped 'SM KLING RPLS 2003' on the southeast right-of-way of Greens Prairie Road (variable width right-of-way) marking the north corner of said 230.13 acre tract and the west corner of said remainder of 368.57 acre tract;

THENCE, with said right-of-way of Greens Prairie Road and the northwest lines of said remainder of 368.57 acre tract for the following six (6) courses and distances:

- 1) N 42° 43' 42" E a distance of 1,438.17 feet to the southwest corner of a called 0.0643 acre right-of-way dedication (16967/196 OPRBCT);
- 2) N 87° 43' 42" E with said right-of-way dedication a distance of 28.28 feet to point;
- 3) N 42° 43' 42" E with said right-of-way dedication a distance of 120.00 feet to point;
- 4) N 02° 16' 18" W with said right-of-way dedication a distance of 28.28 feet to a point;
- 5) N 42° 43' 42" E a distance of 12.23 feet to a 4" X 6" hole found in concrete;

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- 6) N 41° 32' 35" E generally along a fence passing the common line of said W. Clark Survey, Abstract 101, and said A. Babilie Survey, Abstract 75, a distance of 1,464.25 feet to a 1/2 inch iron rod found for the common north corner of said remainder of 368.57 acre tract and the remainder of a called 3.811 acre tract conveyed to BK Home Development, Inc. in Volume 13729, Page 190 (OPRBCT);

THENCE, along the common line of said remainder of 368.57 acre tract and said remainder of 3.811 acre tract, S 48° 27' 31" E generally along a fence a distance of 52.85 feet to a 1/2 inch iron rod found with blue plastic cap stamped "KERR SURVEYING" for an angle point in said common line;

THENCE, continuing along the common line of said remainder of 368.57 acre tract and said remainder of 3.811 acre tract, S 48° 51' 08" E generally along a fence a distance of 202.26 feet to a 14" post oak tree found for the common south corner of said remainder of 3.811 acre tract and a called 3.568 acre tract conveyed to Thomas Matthew Fielding and Rebecca Lynn Fielding in Volume 14690, Page 51 (OPRBCT);

THENCE, along the common line of said remainder of 368.57 acre tract and said 3.568 acre tract, S 48° 35' 37" E, generally along a fence, pass the common south corner of said 3.568 acre tract and a called 1.45 acre tract conveyed to Matt Medlock and Evelyn Medlock in Volume 699, Page 656 (ORBCT) and continue on a distance of 517.51 feet to a 12" tree found for an angle point in the common line of said remainder of 368.57 acre tract and said 1.45 acre tract;

THENCE, along the common line of said remainder of 368.57 acre tract and said 1.45 acre tract, S 48° 49' 58" E, generally along a fence passing the common south corner of said 1.45 acre tract and a called 1.46 acre tract conveyed to Matt Medlock and Evelyn Medlock in Volume 1407, Page 250 (ORBCT) a distance of 186.24 feet to a 15" post oak tree found for an angle point in the common line of said remainder of 368.57 acre tract and said 1.46 acre tract;

THENCE, along the common line of said remainder of 368.57 acre tract and said 1.46 acre tract, S 48° 11' 50" E, generally along a fence passing the common south corner of said 1.46 acre tract and a called 1.50 acre tract conveyed to William S. Steele and Anne V. Steele in Volume 582, Page 682 (ORBCT) a distance of 258.53 feet to a 12" post oak tree found for an angle point in the common line of said remainder of 368.57 acre tract and said 1.50 acre tract;

THENCE, along the common line of said remainder of 368.57 acre tract and said 1.50 acre tract, S 48° 00' 28" E, generally along a fence, at a distance of 62.37 feet pass a 1/2 inch iron rod found marking the common south corner of said 1.50 acre tract and a called 1.50 acre tract conveyed to Francisco Espericueta, Jr. and Rosalinda Espericueta in Volume 6109, Page 245 (OPRBCT), continue on a total distance of 221.54 feet to a 14" tree found for an angle point in the common line of said remainder of 368.57 acre tract and said 1.50 acre Espericueta tract;

THENCE, along the common line of said remainder of 368.57 acre tract and said 1.50 acre Espericueta tract, S 48° 17' 45" E, generally along a fence, at a distance of 74.72 feet pass the common south corner of said 1.50 acre Espericueta tract and

a called 1.5 acre tract conveyed to Kallie and Stewart Donley in Volume 18055, Page 170 (OPRBCT), at a distance of 837.43 feet pass a 1/2 inch iron rod found marking the north corner of a called 10.00 acre tract conveyed to James R. Saunders in Volume 334, Page 191 (DRBCT), continue a total distance of 861.37 feet to a 30" tree found for an angle point in the common line of said remainder of 368.57 acre tract and said 10.00 acre tract;

THENCE, along the common line of said remainder of 368.57 acre tract and said 10.00 acre tract for the following four (4) courses:

- 1) S 48° 32' 14" E generally along a fence a distance of 390.16 feet to a 1/2 inch iron rod found for an angle point in said common line;
- 2) S 47° 54' 22" E generally along a fence a distance of 442.38 feet to a 30" tree found for an angle point in said common line;
- 3) S 44° 57' 05" E generally along a fence a distance of 675.73 feet to a 26" tree found for the south corner of said 10.00 acre tract, for reference a 1/2 inch iron rod found bears S 52° 45' E a distance of 0.3 feet from same;
- 4) N 41° 47' 17" E a distance of 330.95 feet to a calculated point in the west right-of-way line of Arrington Road (variable width R.O.W.) for the common east corner of said remainder of 368.57 acre tract and said 10.00 acre tract, for reference a 1/2 inch iron rod with cap stamped "STRONG 4961" found in the west line of Arrington Road bears N 03° 02' 20" W a distance of 333.72 feet from same and another 1/2 inch iron rod with cap stamped "STRONG 4961" found bears N 41° 47' 17" E a distance of 0.25 feet from said calculated point;

THENCE, with the west line of Arrington Road (partial right-of-way Volume 14989, Page 274 OPRBCT), S 03° 02' 20" E a distance of 360.25 feet to a 1/2 inch iron rod found marking the northeast corner of Common Area B, Block 57, Greens Prairie Reserve Section 3, Phase 301 (17527/99 OPRBCT);

THENCE, with the common lines of said Phase 301 and said remainder of 368.57 acre tract for the following six (6) courses and distances:

- 1) S 86° 57' 10" W a distance of 70.13 feet to a 1/2 inch iron rod found;
- 2) N 47° 14' 01" W a distance of 67.54 feet to a 1/2 inch iron rod found;
- 3) N 62° 17' 44" W a distance of 115.63 feet to a 1/2 inch iron rod found;
- 4) S 84° 34' 00" W a distance of 112.53 feet to a 1/2 inch iron rod found;
- 5) S 61° 15' 19" W passing said common line of said W. Clark Survey, Abstract 101, and said A. Babilie Survey, Abstract 75 and continuing on a total distance of 552.56 feet to a 1/2 inch iron rod found;
- 6) S 47° 51' 46" W a distance of 332.76 feet to a 1/2 inch iron rod found on a north curve of Parkland Dedication "E", Greens Prairie Reserve Section 1, Phase 101 (15445/138 OPRBCT);

THENCE, with the common boundary of said Phase 101 and said remainder of 368.57 acre tract for the following eight (8) courses and distances:

- 1) With a curve to the left having a radius of 853.50 feet, an arc length of 182.54 feet, a delta angle of 12° 15' 15", and a chord which bears S 73° 04' 28" W a distance of 182.20 feet to a 1/2 inch iron rod found;
- 2) N 76° 55' 56" W a distance of 159.74 feet to a 1/2 inch iron rod found;
- 3) S 20° 32' 08" W a distance of 219.47 feet to a 1/2 inch iron rod found;
- 4) With a curve to the right having a radius of 401.50 feet, an arc length of 260.89 feet, a delta angle of 37° 13' 48", and a chord which bears S 76° 19' 02" W a distance of 256.32 feet to a 1/2 inch iron rod found;
- 5) N 85° 04' 04" W a distance of 44.43 feet to a 1/2 inch iron rod found;
- 6) With a curve to the right having a radius of 681.50 feet, an arc length of 298.40 feet, a delta angle of 25° 05' 14", and a chord which bears N 72° 31' 27" W a distance of 296.02 feet to a 5/8 inch iron rod found with cap stamped "WINDROSE" found;
- 7) N 59° 58' 50" W a distance of 46.36 feet to a 5/8 inch iron rod found with cap stamped "WINDROSE" found;
- 8) With a curve to the right having a radius of 751.50 feet, an arc length of 211.06 feet, a delta angle of 16° 05' 30", and a chord which bears N 51° 56' 05" W a distance of 210.37 feet to a 5/8 inch iron rod found with cap stamped "WINDROSE" found on the southeast line of Common Area A, Greens Prairie Reserve Section 2, Phase 201A (18505/284 OPRBCT);

THENCE, with the common boundary of said Phase 201A and said remainder of 368.57 acre tract for the following nine (9) courses and distances:

- 1) N 48° 01' 03" E a distance of 62.71 feet to a 1/2 inch iron rod set (all 1/2 inch iron rods called "set" herein are to be set with blue plastic caps stamped "KERR SURVEYING");
- 2) N 20° 34' 11" W a distance of 104.15 feet to a 1/2 inch iron rod set;
- 3) S 60° 22' 38" W a distance of 97.67 feet to a 1/2 inch iron rod set;
- 4) S 36° 31' 22" E a distance of 42.99 feet to a 1/2 inch iron rod set;
- 5) S 51° 50' 17" W a distance of 68.49 feet to a 1/2 inch iron rod set;
- 6) With a curve to the left having a radius of 820.00 feet, an arc length of 15.69 feet, a delta angle of 01° 05' 47", and a chord which bears S 38° 42' 38" E a distance of 15.69 feet to a 1/2 inch iron rod set;
- 7) S 50° 44' 28" W a distance of 60.00 feet to a 1/2 inch iron rod set;
- 8) With a curve to the right having a radius of 880.00 feet, an arc length of 16.84 feet, a delta angle of 01° 05' 47", and a chord which bears N 38° 42' 38" W a distance of 16.84 feet to a 1/2 inch iron rod set;
- 9) S 51° 50' 18" W a distance of 56.80 feet to a 1/2 inch iron rod found marking the northwesternmost common corner of said Phase 201A and Common Area C, Block 19 of Greens Prairie Reserve Section 4, Phase 404 (18734/180 OPRBCT);

THENCE, with the common boundary of said Phase 404 and said remainder of 368.57 acre tract for the following eleven (11) courses and distances:

- 1) S 51° 50' 11" W a distance of 168.21 feet to a 1/2 inch iron rod found;
- 2) With a curve to the left having a radius of 1,104.59 feet, an arc length of 31.60 feet, a delta angle of 01° 38' 22", and a chord which bears S 38° 58' 48" E a distance of 31.60 feet to a 1/2 inch iron rod found;
- 3) S 51° 49' 44" W a distance of 145.83 feet to a 1/2 inch iron rod found;
- 4) S 31° 00' 33" W a distance of 151.51 feet to a 1/2 inch iron rod found;
- 5) S 19° 24' 10" W a distance of 97.08 feet to a 1/2 inch iron rod found;
- 6) S 03° 17' 51" W a distance of 236.83 feet to a 1/2 inch iron rod found;
- 7) S 08° 36' 27" E a distance of 87.14 feet to a 1/2 inch iron rod found;
- 8) S 15° 06' 14" E a distance of 86.87 feet to a 1/2 inch iron rod found;
- 9) S 26° 08' 28" E a distance of 174.07 feet to a 1/2 inch iron rod found;
- 10) S 44° 39' 23" E a distance of 174.73 feet to a 1/2 inch iron rod found;
- 11) S 60° 35' 36" E a distance of 181.48 feet to a 1/2 inch iron rod found on the northwest right-of-way of Legendary Drive (50 foot right-of-way) as shown on the plat of Greens Prairie Reserve Section 1, Phase 104 (17965/2 OPRBCT);

THENCE, with the common boundary of said Phase 104 and said remainder of 368.57 acre tract for the following eight (8) courses and distances:

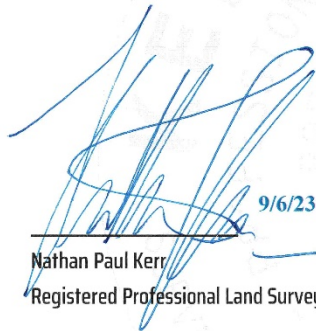
- 1) With a curve to the right having a radius of 1,585.00 feet, an arc length of 118.94 feet, a delta angle of 04° 17' 58", and a chord which bears S 18° 54' 29" W a distance of 118.91 feet to a 1/2 inch iron rod found;
- 2) S 67° 11' 16" W a distance of 34.93 feet to a 1/2 inch iron rod found;
- 3) N 67° 08' 05" W a distance of 5.35 feet to a 1/2 inch iron rod found;
- 4) S 22° 51' 55" W a distance of 50.00 feet to a 1/2 inch iron rod found;
- 5) S 67° 08' 05" E a distance of 21.87 feet to a 1/2 inch iron rod found;
- 6) S 22° 51' 55" W a distance of 115.00 feet to a 1/2 inch iron rod found;
- 7) S 67° 08' 05" E a distance of 160.00 feet to a 1/2 inch iron rod found;
- 8) S 62° 31' 30" E a distance of 38.04 feet to a 1/2 inch iron rod found marking the north corner of Greens Prairie Reserve Section 4, Phase 401A (18778/100 OPRBCT);

THENCE, with the common boundary of said Phase 401A and said remainder of 368.57 acre tract for the following seven (7) courses and distances:

- 1) With a curve to the right having a radius of 1,779.98 feet, an arc length of 175.62 feet, a delta angle of 05° 39' 11", and a chord which bears S 30° 18' 05" W a distance of 175.55 feet to a 1/2 inch iron rod found;

- 2) S 75° 14' 29" W a distance of 37.30 feet to a 1/2 inch iron rod found;
- 3) N 63° 02' 48" W a distance of 16.34 feet to a 1/2 inch iron rod found;
- 4) S 26° 57' 12" W a distance of 50.00 feet to a 1/2 inch iron rod found;
- 5) S 63° 02' 48" E a distance of 9.50 feet to a 1/2 inch iron rod found;
- 6) S 13° 32' 40" E a distance of 32.45 feet to a 1/2 inch iron rod found;
- 7) With a curve to the right having a radius of 1,779.98 feet, an arc length of 206.70 feet, a delta angle of 06° 39' 13", and a chord which bears S 39° 41' 16" W a distance of 206.59 feet to the POINT OF BEGINNING hereof and containing 248.99 acres of land, more or less.

Surveyed on the ground in 2021, 2022, and 2023 under my supervision. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North derived from the published coordinates of the City of College Station control monument C594-137 (N:10185974.86; E:3574741.19) and as established by GPS observation. Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.000086089 (calculated using GE01D12B).


Nathan Paul Kerr
Registered Professional Land Surveyor No. 6834



KERR SURVEYING

Kerr Surveying, LLC | 409 N. Texas Ave. Bryan, TX 77803
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500



Exhibit B

The following shall apply to this PDD:

PURPOSE AND INTENT:

The proposed PDD rezoning would change the use of the subject property from a standard RS Restricted Suburban cluster development (single family – detached) to a combination of single-family uses that would include both detached and attached structure types. The standard RS zoning district restricts the minimum lot size to 6,500 square feet with an average lot area of 8,000 square feet. This minimum lot area prohibits the ability to develop scaled residences that would be appealing to single young professionals up to seniors desiring to reduce their home size and maintenance burden. The proposed zoning change will allow the minimum lot size to be reduced below 6,500 to accommodate various product types, lot, and house sizes, and “life cycle or life stage” options within the Greens Prairie Reserve community. The proposed zoning would maintain the quality and integrity of the subdivision that has been established while continuing to meet or exceed the average lot area requirement of 8,000 square-feet.

BASE ZONING DISTRICT:

The PDD Planned Development District zoning includes the following base zoning district of RS Restricted Suburban and all requirements associated with this base zoning district shall apply except where specifically modified herein.

VARIATIONS SOUGHT:

List the general bulk or dimensional variations sought.

- (1) SF TYPE No. 1: Residential lot areas conforming to the RS Cluster zoning standards.
- (2) SF TYPE No. 2: Residential lot areas conforming to the RS Cluster zoning standards with the following exceptions. SF Type No. 2 areas may also be developed as SF Type No. 1.
 - a. Absolute minimum lot area = 4,600 SF
 - b. Maximum impervious cover = 75%
- (3) SF Type No. 3: Residential lot areas conforming to “T” Townhome zoning standards. SF Type No. 3 areas may also be developed as SF Type No. 1 or 2.
 - a. Townhome is a permitted use for this zoning district, within SF TYPE No. 3 area.
 - b. Absolute minimum lot area = 3,450 SF
- (4) Applicable waivers as approved by the Planning & Zoning Commission (PP2018-000001) as follows.

Section 12-8.3.E.3 – Street Projections: Where adjoining areas are not platted, the subdivision shall provide street projections to such areas by projecting a public street or public way.

Approved Waiver Request: Waiver requirement for a street or public way projection, to be increased from the maximum distance of 1,200 feet, as illustrated on the Concept Plan. These areas are generally located along the parceled unplatted tracts that front Whites Creek Lane, unplatted lots that front Arrington Road and the Wyndham tract. Specific data is quantified below.

LOCATION	PROPOSED LENGTH	EXCEEDS ORDINANCE BY:
North Perimeter Block (northern half) *	1769'	569'
North Perimeter Block (southern half) *	2350'	1150'
Southwest Perimeter Block	1989'	789'
West Perimeter Block	4130'	2930'

* See “Community Benefits – Item #5a”.

Section 12-8.3.E.4.b – Adequate Street Access: When there are more than thirty (30) lots to be served by external street connections, a minimum of two (2) street connections to external paved public streets shall be required. The Commission may allow a Remote Emergency Access where development phasing or constraints of the land prevent the provision of a second street connection. Notwithstanding the foregoing, two (2) street connections to external paved public streets shall be required when one hundred (100) or more lots are served.

Approved Waiver Request: A second permanent street connection to Greens Prairie Road to be provided at such time that the development either exceeds a lot count of 428 dwelling units or the CoCS proposed improvements of Greens Prairie Road are completed along the frontage of this development (whichever comes first). Until such time a Remote Emergency Access meeting the IFC will be provided.

Section 12-8.3.E.7.a – Culs-de-sac: Maximum length of a cul-de-sac of one thousand two hundred (1,200) feet in General Suburban and Restricted Suburban designations.

Approved Waiver Request: Proposed cul-de-sac to exceed the maximum block length of 1,200'.

STREET NAME	PROPOSED LENGTH	EXCEEDS ORDINANCE BY:
Cattail Cove Court *	1571'	371

* See "Community Benefits – Item #5b".

Section 12-8.3.G.2.c – Blocks: Maximum block length of one thousand two hundred (1,200) feet in General Suburban, Restricted Suburban, and Business Park designations.

Approved Waiver Request: Proposed streets to exceed the maximum block length of 1,200'.

STREET NAME	PROPOSED LENGTH	EXCEEDS ORDINANCE BY:
Greens Prairie Road (Diamondback to NE)	1492'	292'
Harvest Moon Drive – Block 50	2442'	1242'
Prickly Pear Pass – Block 13	1651'	451'
Harvest Moon Drive – Block 11	1527'	327'
Harvest Moon Drive – Block 10	1496'	296'
Lofty Hill Trail & Sudden Breeze Drive – Block 9 & 34 *	2098'	898'
Diamondback Drive – Block 10	1388'	188'
Diamondback Drive – Block 15	1343'	143'
Diamondback Drive (Sudden Breeze to Arrington Road)	2912'	1712'
Legendary Drive – Block 40	1588'	388'
Legendary Drive – Block 15	1201'	1'
Legendary Drive – Block 19	1945'	745'
Coral River Road – Block 24	1642'	442'
Coral River Road – Block 42	1566'	366'
Coral River Road – Block 21	1852'	652'

* See "Community Benefits – Item #5c".

Section 12-8.3.J.2 – Access Ways: In Blockfaces over nine hundred (900) feet in length, an Access Way shall extend across the width of the block near the center of the block.

Approved Waiver Request: For the following blocks to exceed the specified blockface length for Access Ways are summarized below.

BLOCK LOCATION	BLOCK LENGTH	EXCEEDS ORDINANCE BY:
Diamondback Drive (Sudden Breeze to Arrington)	2912'	2012'
Diamondback Drive – Block 19	936'	36'
Coral River Road – Block 38	1093'	193'
Goldenrod/Hickory Bark – Block 45	1085'	185'
Legendary Drive – Block 40	1588'	688

Section 12-8.3.K.2(a) – Sidewalks: Sidewalks shall be required on both sides of all streets except as follows or as provided elsewhere in this UDO.

Approved Waiver Request: Sidewalks to be located on only one side of the street as illustrated on the Preliminary Plan.

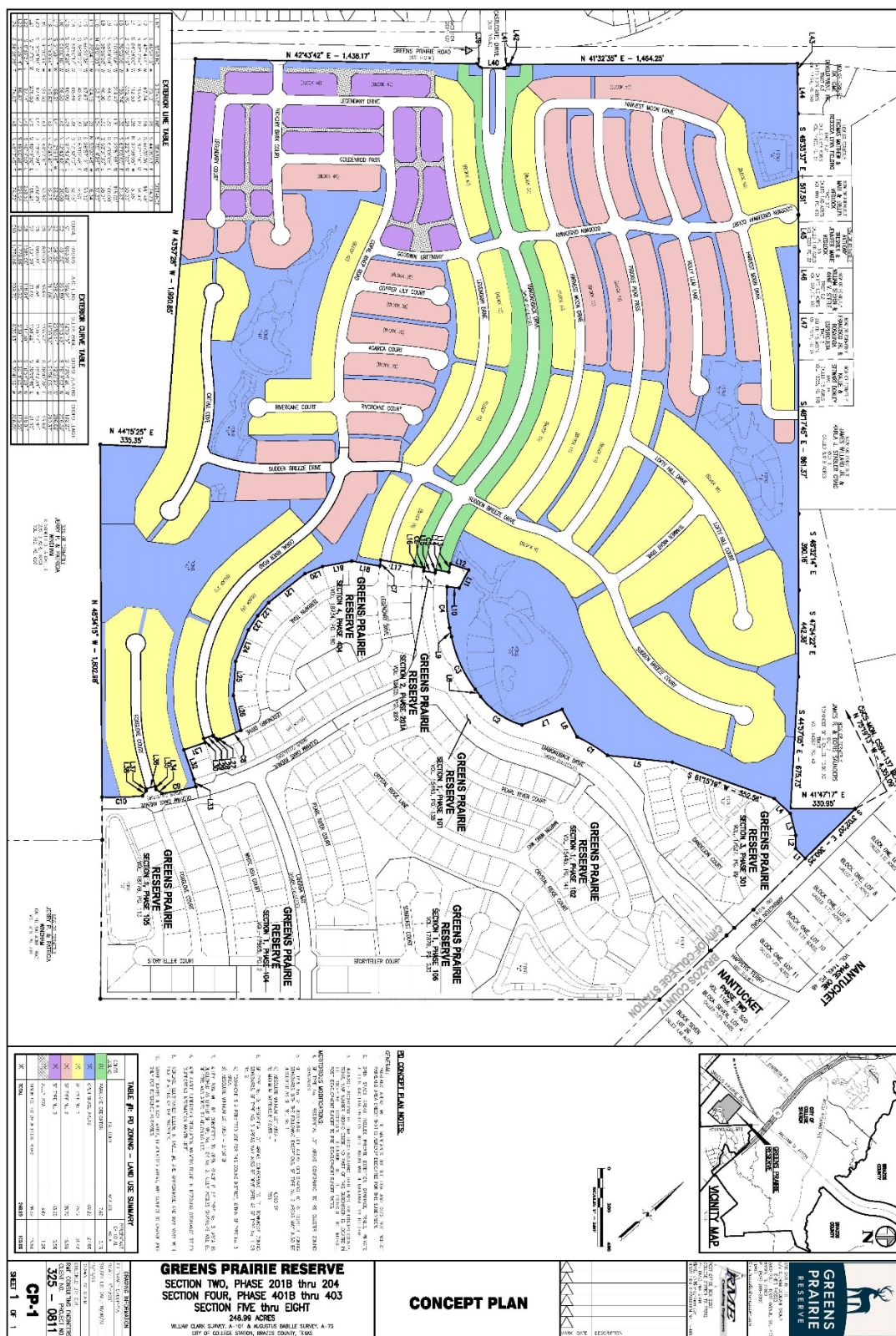
COMMUNITY BENEFITS:

If variations are sought, please provide a list of community benefits and/or innovative design concepts to justify the request.

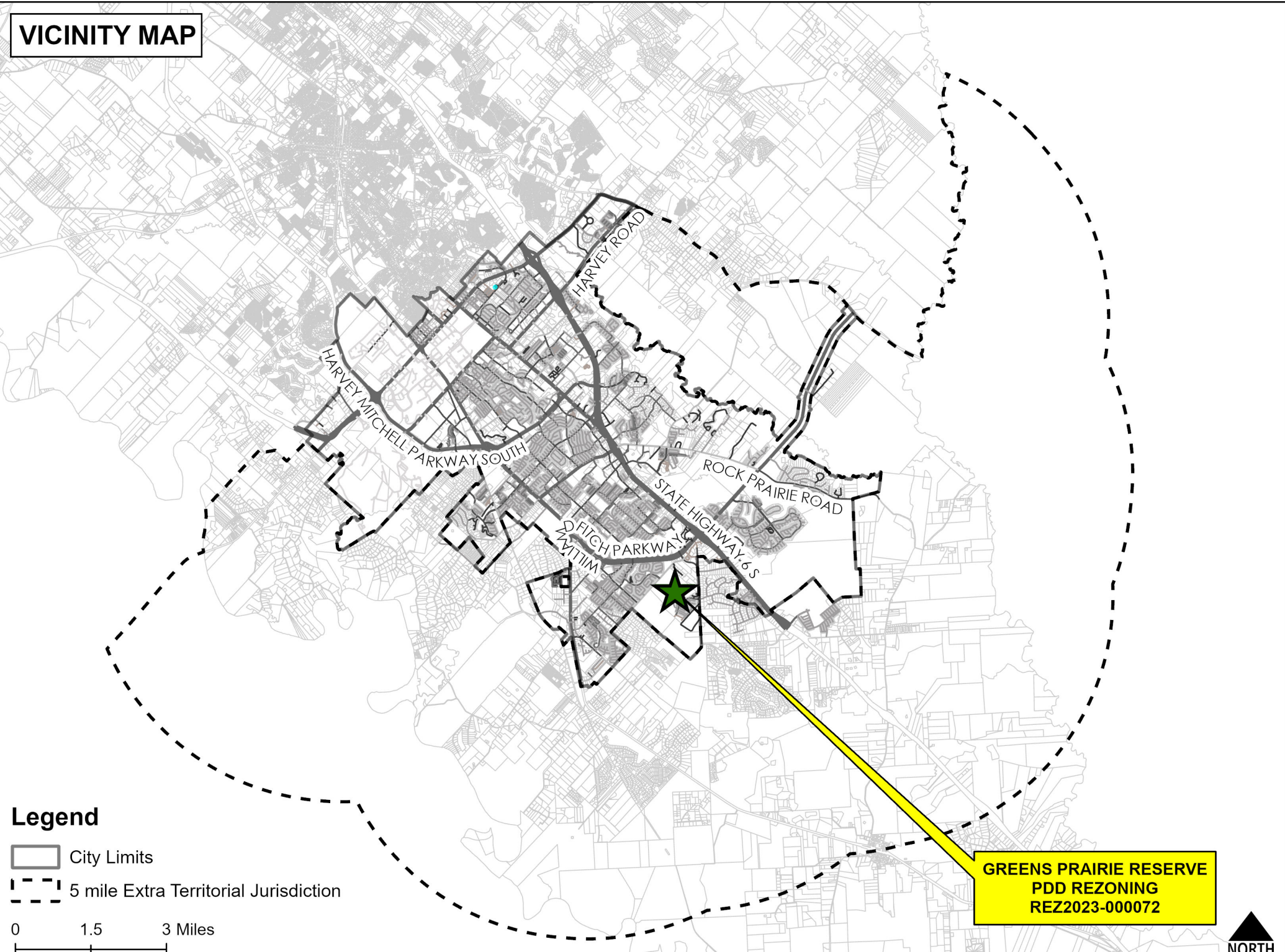
The following community benefits are proposed to help offset the requested modifications with the PDD rezoning:

- (1) Proposed Open Space (within the entirety of Greens Prairie Reserve) of approximately 27.8% which exceeds the new 25% Open Space requirement with RS zoning district. This is well above the 15% that was required when this subdivision's Preliminary Plan was originally approved.
- (2) Berming and landscaping along Greens Prairie Road West (adjacent to SF Type No. 3 areas). This will be located in the open space areas and maintained by the HOA. Parking screening methods in UDO Section 7.6.D.4 will be utilized to meet this.
- (3) SF Type No. 3 limited to 3- and 4-unit structures with 2-car garage per unit. SF residential parking requirements for platting found in UDO Section 8.3.W will be met for all plats as they are submitted.
- (4) SF Type No. 3 to be developed as rear loaded units (except for lots adjacent to the Windham property) to maintain the front yard greenspace in character with the neighborhood.
- (5) The following are approved waivers that were approved with the original Preliminary Plan and are being either eliminated or reduced.
 - a. North Perimeter Block waiver exceeded the ordinance by 2969'. With the proposed street projection of Harvest Moon Court, this block length will be reduced to a maximum of 1150' above the ordinance.
 - b. Waiver exceeded the maximum lot total of thirty (30) lots on Cattail Cove Court cul-de-sac with a proposed total lot count of forty-five (45) lots. This waiver request has been eliminated.
 - c. Maximum block length along Lofty Hill Trail waiver exceeded the ordinance by 1466'. With the proposed development configuration this block length will be reduced to a maximum of 898' above the ordinance.

Exhibit C



VICINITY MAP



Legend

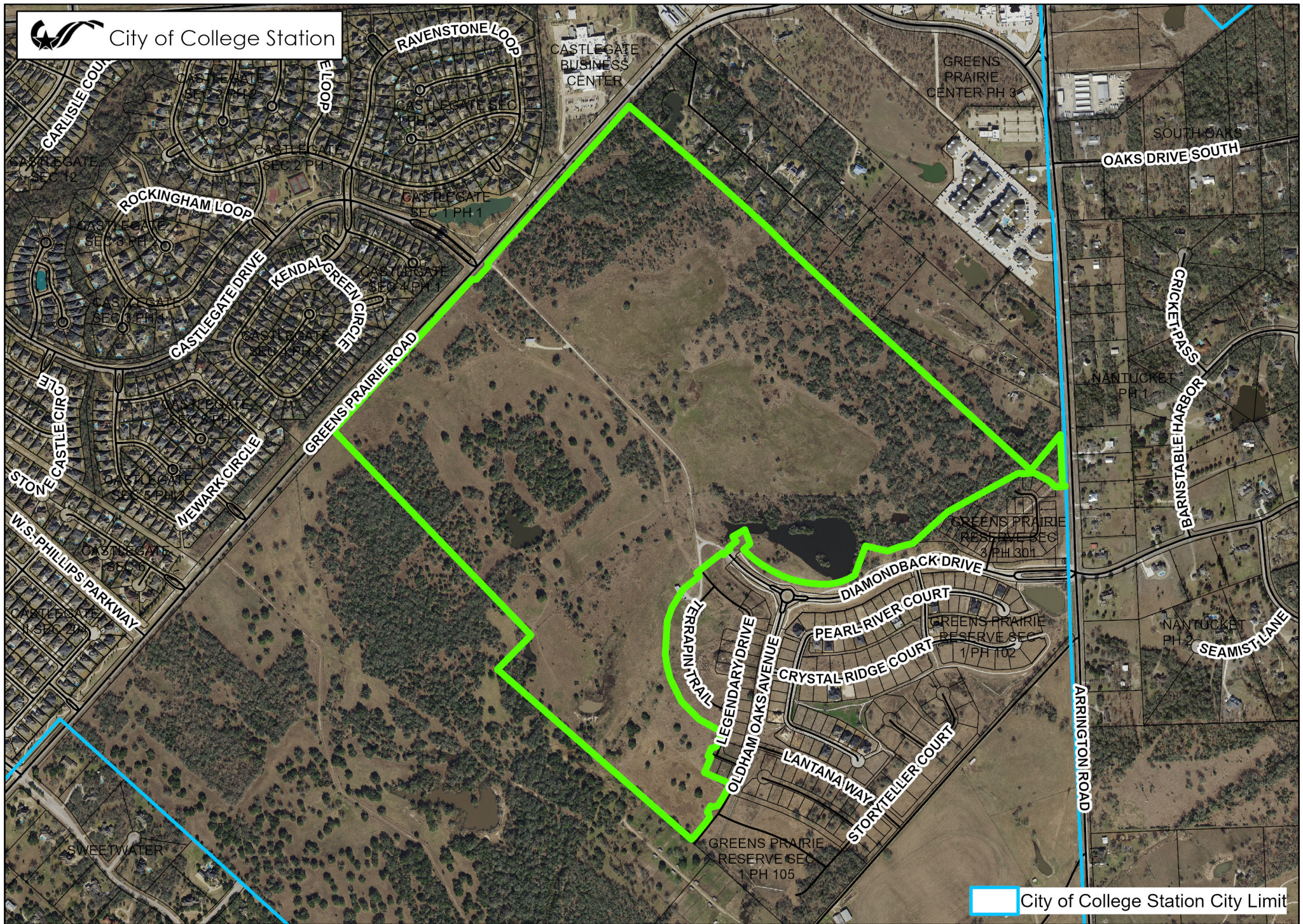
City Limits

5 mile Extra Territorial Jurisdiction

0 1.5 3 Miles

**GREENS PRAIRIE RESERVE
PDD REZONING
REZ2023-000072**





City of College Station City Limit

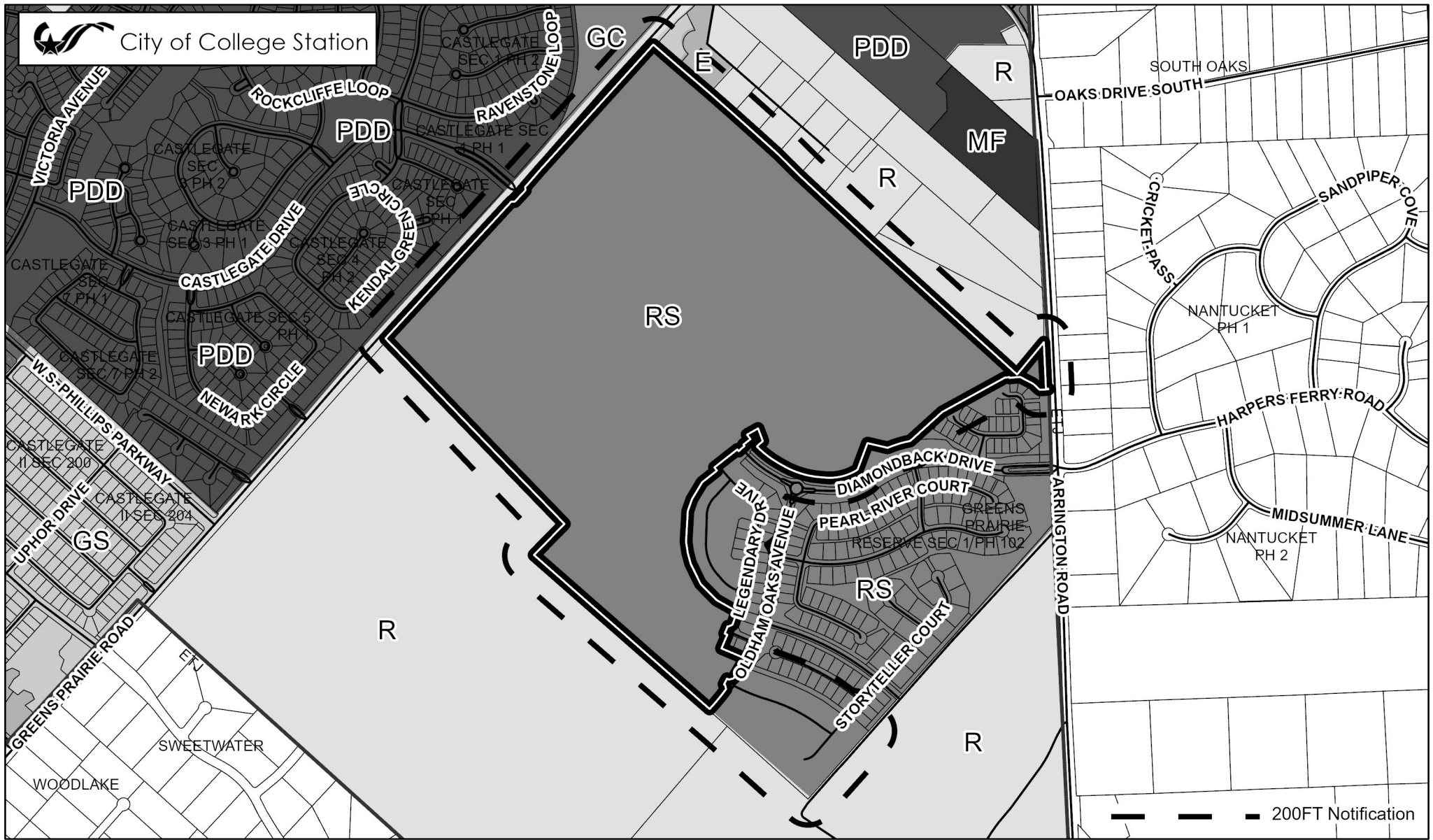


0 500 1,000 Feet

**GREENS PRAIRIE RESERVE
PDD REZONING**

Case:
REZ2023-000072

REZONING



ZONING DISTRICTS (In Grayscale)

<u>Residential</u>	MH	Middle Housing
R Rural	MF	Multi-Family
WE Wellborn Estate	MU	Mixed-Use
E Estate	MHP	Manufactured Home Pk.
WRS Wellborn Restricted Suburban		
RS Restricted Suburban		
GS General Suburban		
D Duplex		
T Townhome		

Non-Residential

NAP	Natural Area Protected
O	Office
SC	Suburban Commercial
WC	Wellborn 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
HOO	High Occupancy Ovr.
ROO	Restricted Occupancy Ovr.
NPO	Nbrhd. Prevailing Ovr.
NCO	Nbrhd. Conservation Ovr.
HP	Historic Preservation Ovr.

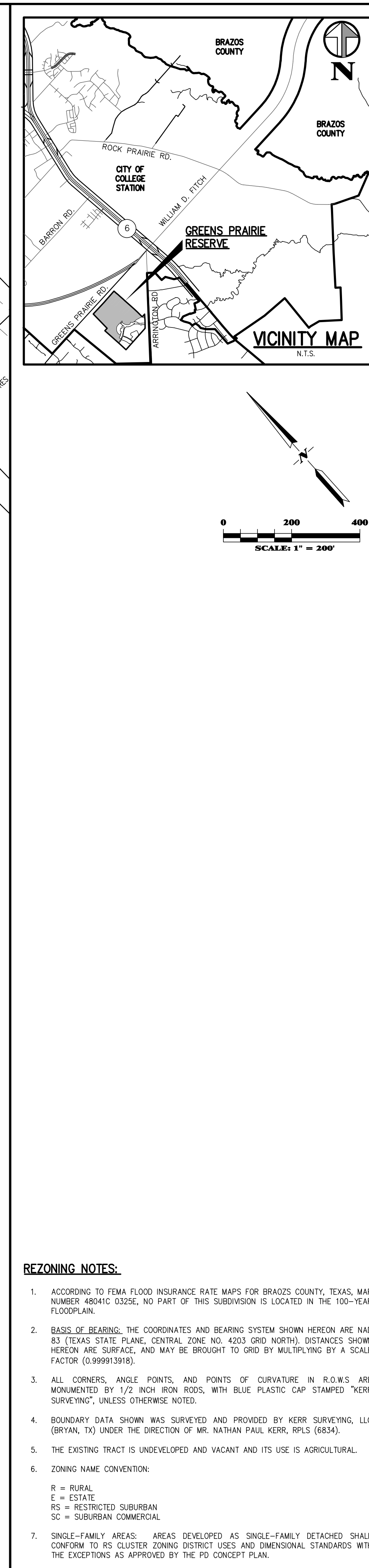
Retired Districts

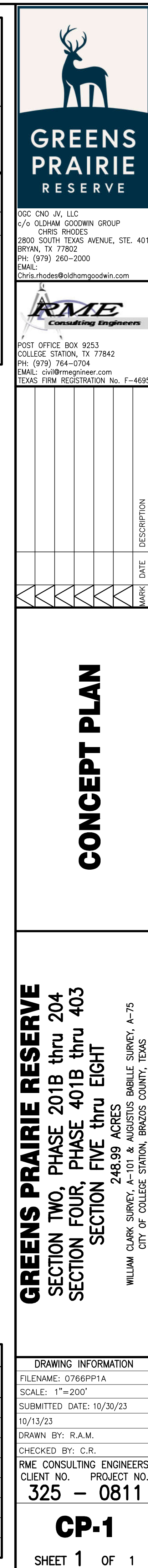
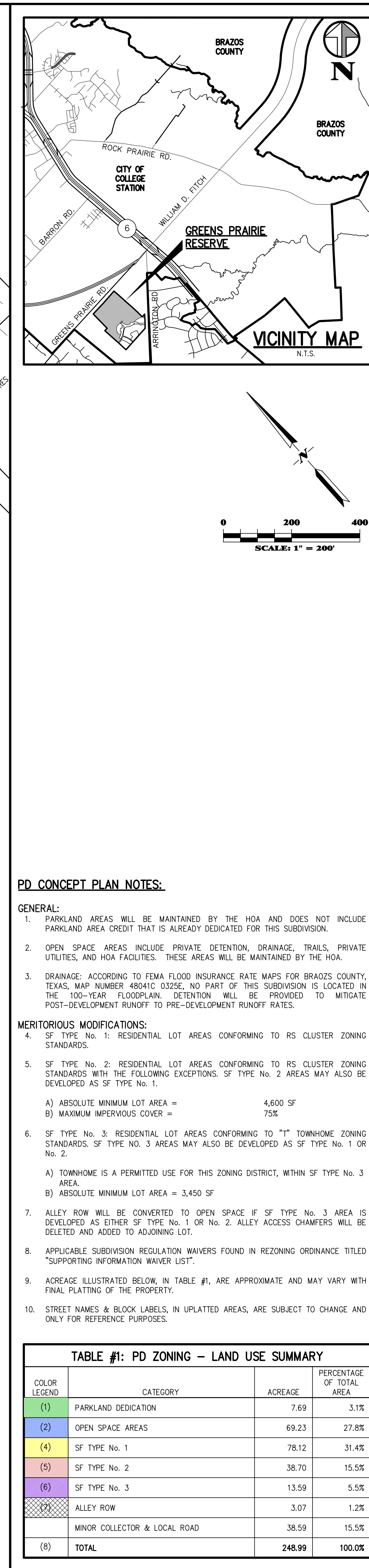
R-1B	Single Family Residential
R-4	Multi-Family
R-6	High Density Multi-Family
C-3	Light Commercial
RD	Research and Dev.
M-1	Light Industrial
M-2	Heavy Industrial



**GREENS PRAIRIE RESERVE
PDD REZONING**

Case: REZ2023-000072
REZONING
Page 223 of 443





BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: December 21, 2023

Advertised Council Hearing Date: January 25, 2024

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:

Castlegate HOA Inc.
Greens Prairie Reserve Community Association Inc.

Property owner notices mailed: 62
Contacts in support: None at the time of this report
Contacts in opposition: Eight
Inquiry contacts: Four

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Estate Residential, Suburban Residential and Neighborhood Commercial	E Estate, R Rural, PDD Planned Development District, and SC Suburban Commercial	Whites Creek Lane Estate Lots and Castlegate Subdivision across Greens Prairie Road
South	Suburban Residential	R Rural	Undeveloped Windham Tract
East	Suburban Residential	RS Restricted Suburban	Greens Prairie Reserve Subdivision
West	Suburban Residential	R Rural and PDD Planned Development District	Undeveloped Windham Tract and Castlegate Subdivision across Greens Prairie Road

DEVELOPMENT HISTORY

Annexation: 2002
Zoning: A-O Agricultural Open upon annexation
A-O renamed R Rural (2013)
R Rural to RS Restricted Suburban (2017)
Final Plat: Unplatted

Site development:

Preliminary Plan was approved in July 2022. Sections 1 and 3 have been built and Phase 401B and 402 of Section 4 are building infrastructure to meet final plat requirements and will be in conformance with current and proposed zoning requirements.

**REZONING SUPPORTING INFORMATION
GREENS PRAIRIE RESERVE**

REQUIRED INFORMATION:

AREA CONDITIONS:

List the changed or changing conditions in the area, or in the City, which make this zone change necessary.

The desired zoning would change the use of the proposed property from a “pure” Restricted Suburban (RS) cluster development (single family – detached) to a combination of single-family uses that would include both detached and attached structure types. The “pure” RS zoning district restricts the minimum lot size to 6,500 square-feet with an average lot area of 8,000 square-feet. This minimum lot area prohibits the ability to develop scaled residences that would be appealing to single young professionals up to seniors desiring to reduce their home size and maintenance burden. The proposed zoning change will allow the minimum lot size to be reduced below 6,500 to accommodate various product types, lot & house sizes, and “life cycle or life stage” options within the GPR community. The proposed zoning would maintain the quality and integrity of the subdivision that has been established while continuing to meet or exceed the average lot area requirement of 8,000 square-feet. Furthermore, with the current RS zoning there is a mathematical penalty for providing larger lots to satisfy that market segment. This is because the minimum lot size is so close to the required average lot size. The proposed zoning change will allow for a smaller lot size while maintaining the average lot area of 8,000 square-feet.

COMPREHENSIVE PLAN:

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

Yes. The proposed PDD will maintain a base zoning of RS (Restricted Suburban) which conforms to the current Land Use (Suburban Residential).

COMPATIBILITY:

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

The proposed zoning and various lot density distributions, as illustrated on the PD Concept Plan, has been strategically developed to provide reasonable transitional zoning. The “pure” RS cluster development type has been maintained generally along the west and east perimeter and southern half of the subdivision. This larger product type blends with the adjacent existing developments (Nantucket, rural tracts along Whites Creek Lane and the undeveloped Windham tract which is shown on the Comprehensive Land Use Plan as Suburban Residential). Along the northern portion of the subdivision is the minor arterial (Greens Prairie Road West) which is adjacent to the Castlegate Subdivision and Forest Ridge Elementary. This area of the subdivision is where the various residential lot types are proposed that would better align with the neighboring subdivision and adjacent minor arterial. Also, this area would benefit from the secondary/separate street connection to Green Prairie Road West (located near the NW corner of the subdivision). In addition, we have proposed the construction of a dedicated right-turn and left-turn lanes at the intersection of Greens Prairie Road West and Diamondback Drive, and construction of a right turn/deceleration lane at the intersection of Greens Prairie Road and Diamondback Drive. These measures will support the flow of traffic along Greens Prairie Road west and Diamondback Drive.

REZONING SUPPORTING INFORMATION GREENS PRAIRIE RESERVE

REZONING SUITABILITY:

Explain the suitability of the property for uses permitted by the rezoning district requested.

The proposed development plan is a compatible fit for the existing uses adjacent and comparable to the surrounding existing developments. Also, direct proximity to the adjacent minor arterial (Greens Prairie Road West) would be a detriment to currently planned large lots, required by the “pure” RS zoning district, which desire more privacy and exclusivity than would be feasible along portions of the minor arterial. The new development plan would provide a buffer of TH and smaller lots directly adjacent to this road.

CURRENT SUITABILITY:

Explain the suitability of the property for uses permitted by the current zoning district.

The current zoning is suitable for high-end single family residential development but does not provide flexibility for life cycle housing options while maintaining the integrity and quality of the GPR subdivision. With the minimum lot square footage requirement there is no viable option for lower square footage housing which would be more suitable for young professionals, retirees, or people who prefer a simpler and easier to maintain home located in a high-quality subdivision. With the current RS zoning there is also a mathematical penalty for providing larger lots to satisfy that market segment when the minimum lot size is so close to the required average lot size.

PROPERTY MARKETABILITY:

Explain the marketability of the property for uses permitted by the current zoning district.

The marketability under the current zoning supports high-end residential homes ranging from \$600,000 to \$1.2 million dollars on 6,500 square-feet + lots. This market does not support the retirees, young professionals, and those who may want to downsize to a more manageable home. In search of a wider variety of homes for these prospective homeowners, the proposed zoning would lower the lot square foot minimum at strategic locations. The development has already experienced a desire from aging existing homeowners for a simplified lifestyle experience that allows them to remain in a subdivision they love and feel connected to.

OTHER REASONS:

List any other reasons to support this zone change.

The proposed PD Zoning and Concept Plan will accommodate the following desirable conditions and are as follows:

- (1) Provide a master-planned community that utilizes the natural features and terrain of the land and which offers landscaped buffers between rear yards. Allowing the proposed meritorious modifications will allow an enhanced subdivision development that does not have to resort to wholesale clearing, cookie cutter layouts, and tract housing to meet economical densities.

**REZONING SUPPORTING INFORMATION
GREENS PRAIRIE RESERVE**

- (2) Provide variation in lot/housing type, regardless of price point and size, that is high-quality and sustainable.
- (3) Provide high-quality townhome development for retirees and young professionals that is not conducive to student housing but at the same time reduces public maintenance (less public infrastructure per dwelling unit). Current HOA restrictions that are in place to deter student living:
 - a. No more than one single family may occupy a dwelling.
 - b. No short-term rentals allowed (<30 days).
 - c. Third party ACC requirements and approvals will be maintained.
- (4) Provide a neighborhood where GPR residents can “age in place” as they live and grow through different life stages and housing needs.

CONCEPT PLANS:

BUILDING HEIGHTS:

Provide the range of future building heights.

Conform with Single-Family (attached and detached) residential standards (2.5 stories – 35’).

PROPOSED DRAINAGE:

Provide a general statement regarding the proposed drainage.

Existing and proposed detention is provided and/or will be constructed to adequately discharge site runoff to pre-development runoff rates. This development will capture surface runoff and convey it, via streets or underground storm sewer systems, to various detention facilities. These drainage and detention improvements have been planned to accommodate the proposed PD zoning and existing conditions (i.e. 100-year floodplain, natural tributaries, wetlands, etc...)

SUSTAINED STABILITY:

Explain how the concept plan proposal will constitute an environment of sustained stability and will be in harmony with the character of the surrounding area.

The proposed plan will maintain stability and flow with the surrounding areas because the surrounding areas currently are, or are planned residential housing, and the adjacent minor arterial supports a greater flow of traffic. This development has also contributed by constructing additional improvements above and beyond the requirements of the project’s TIA. With these factors in mind, the proposed concept plan is supported by a greater capacity of traffic and compatible use for the surrounding area. These additional traffic improvements are explained in greater detail in the “Community Benefits” and “Safety” portions of this document.

**REZONING SUPPORTING INFORMATION
GREENS PRAIRIE RESERVE**

CONFORMITY:

Explain how the proposal is in conformity with the policies, goals, and objectives of the Comprehensive Plan.

No substantial change from the Comprehensive Plan.

COMPATIBILITY w/USE:

Explain how the concept plan proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development.

Same as "Sustained Stability"

ACCESS TO STREETS:

State how dwelling units shall have access to a public street, if they do not front on a public street.

Full access will be provided to all lots via the proposed local streets.

PUBLIC IMPROVEMENTS:

State how the development has provided adequate public improvements, including, but not limited to parks, schools, and other public facilities.

Water and sanitary sewer will be provided by CoCS. These distribution and collection systems will be extended through the proposed development.

PUBLIC HEALTH:

Explain how the concept plan proposal will not be detrimental to the public health, safety, or welfare, or be materially injurious to properties or improvements in the vicinity.

Same as "Sustained Stability".

SAFETY:

Explain how the concept plan proposal will not adversely affect the safety and convenience of vehicular, bicycle, or pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonably anticipated in the area considering existing zoning and land uses in the area.

A TIA was performed for this development. The following enhanced measures have been either constructed, or proposed, that will meet or exceed the requirements of the TIA:

- (1) Construction of a second left turn lane at the intersection of Greens Prairie Road and Arrington Road.

**REZONING SUPPORTING INFORMATION
GREENS PRAIRIE RESERVE**

- (2) Construction of a right turn/deceleration lane at the intersection of Arrington Road and Diamondback Drive.
- (3) Construction and proposed extension of Diamondback Drive with traffic calming measures:
 - a. Construction of a round-about at the intersection of the collector streets internal to the subdivision (Diamondback Drive and Oldham Oaks Avenue).
 - b. Reduced cross-section with elevated multi-use paths.
 - c. Serpentine alignment with proper intersection alignment with Harpers Ferry Drive.
- (4) Proposed addition of dedicated right-turn and left-turn lanes at the intersection of Greens Prairie Road West and Diamondback Drive.
- (5) Construction of a right turn/deceleration lane at the intersection of Greens Prairie Road and Diamondback Drive.

**SUBDIVISION REGULATION VARIATIONS
GREENS PRAIRIE RESERVE**

VARIATIONS SOUGHT:

List the general bulk or dimensional variations sought.

- (1) SF TYPE No. 1: Residential lot areas conforming to the RS Cluster zoning standards.
- (2) SF TYPE No. 2: Residential lot areas conforming to the RS Cluster zoning standards with the following exceptions. SF Type No. 2 areas may also be developed as SF Type No. 1.
 - a. Absolute minimum lot area = 4,600 SF
 - b. Maximum impervious cover = 75%
- (3) SF Type No. 3: Residential lot areas conforming to "T" Townhome zoning standards. SF Type No. 3 areas may also be developed as SF Type No. 1 or 2.
 - a. Townhome is a permitted use for this zoning district, within SF TYPE No. 3 area.
 - b. Absolute minimum lot area = 3,450 SF
- (4) Applicable waivers as approved by the Planning & Zoning Commission (PP2018-000001) as follows.

Section 12-8.3.E.3 – Street Projections: Where adjoining areas are not platted, the subdivision shall provide street projections to such areas by projecting a public street or public way.

Approved Waiver Request: Waiver requirement for a street or public way projection, to be increased from the maximum distance of 1,200 feet, as illustrated on the Concept Plan. These areas are generally located along the parceled unplatted tracts that front Whites Creek Lane, unplatted lots that front Arrington Road and the Wyndham tract. Specific data is quantified below.

LOCATION	PROPOSED LENGTH	EXCEEDS ORDINANCE BY:
North Perimeter Block (northern half) *	1769'	569'
North Perimeter Block (southern half) *	2350'	1150'
Southwest Perimeter Block	1989'	789'
West Perimeter Block	4130'	2930'

* See "Community Benefits – Item #5a".

Section 12-8.3.E.4.b – Adequate Street Access: When there are more than thirty (30) lots to be served by external street connections, a minimum of two (2) street connections to external paved public streets shall be required. The Commission may allow a Remote Emergency Access where development phasing or constraints of the land prevent the provision of a second street connection. Notwithstanding the foregoing, two (2) street connections to external paved public streets shall be required when one hundred (100) or more lots are served.

*Approved Waiver Request: A second permanent street connection to Greens Prairie Road to be provided at such time that the development either exceeds a lot count of **428** dwelling units or the CoCS proposed improvements of Greens Prairie Road are completed along the frontage of this development (whichever comes first). Until such time a Remote Emergency Access meeting the IFC will be provided.*

Section 12-8.3.E.7.a – Culs-de-sac: Maximum length of a cul-de-sac of one thousand two hundred (1,200) feet in General Suburban and Restricted Suburban designations.

Approved Waiver Request: Proposed cul-de-sac to exceed the maximum block length of 1,200'.

**SUBDIVISION REGULATION VARIATIONS
GREENS PRAIRIE RESERVE**

STREET NAME	PROPOSED LENGTH	EXCEEDS ORDINANCE BY:
Cattail Cove Court *	1571'	371

* See "Community Benefits – Item #5b".

Section 12-8.3.G.2.c – Blocks: Maximum block length of one thousand two hundred (1,200) feet in General Suburban, Restricted Suburban, and Business Park designations.

Approved Waiver Request: Proposed streets to exceed the maximum block length of 1,200'.

STREET NAME	PROPOSED LENGTH	EXCEEDS ORDINANCE BY:
Greens Prairie Road (Diamondback to NE)	1492'	292'
Harvest Moon Drive – Block 50	2442'	1242'
Prickly Pear Pass – Block 13	1651'	451'
Harvest Moon Drive – Block 11	1527'	327'
Harvest Moon Drive – Block 10	1496'	296'
Lofty Hill Trail & Sudden Breeze Drive – Block 9 & 34 *	2098'	898'
Diamondback Drive – Block 10	1388'	188'
Diamondback Drive – Block 15	1343'	143'
Diamondback Drive (Sudden Breeze to Arrington Road)	2912'	1712'
Legendary Drive – Block 40	1588'	388'
Legendary Drive – Block 15	1201'	1'
Legendary Drive – Block 19	1945'	745'
Coral River Road – Block 24	1642'	442'
Coral River Road – Block 42	1566'	366'
Coral River Road – Block 21	1852'	652'

* See "Community Benefits – Item #5c".

Section 12-8.3.J.2 – Access Ways: In Blockfaces over nine hundred (900) feet in length, an Access Way shall extend across the width of the block near the center of the block.

Approved Waiver Request: For the following blocks to exceed the specified blockface length for Access Ways are summarized below.

BLOCK LOCATION	BLOCK LENGTH	EXCEEDS ORDINANCE BY:
Diamondback Drive (Sudden Breeze to Arrington)	2912'	2012'
Diamondback Drive – Block 19	936'	36'
Coral River Road – Block 38	1093'	193'
Goldenrod/Hickory Bark – Block 45	1085'	185'
Legendary Drive – Block 40	1588'	688

**SUBDIVISION REGULATION VARIATIONS
GREENS PRAIRIE RESERVE**

Section 12-8.3.K.2(a) – Sidewalks: Sidewalks shall be required on both sides of all streets except as follows or as provided elsewhere in this UDO.

Approved Waiver Request: Sidewalks to be located on only one side of the street as illustrated on the Preliminary Plan.

COMMUNITY BENEFITS:

If variations are sought, please provide a list of community benefits and/or innovative design concepts to justify the request.

The following enhancements are proposed in exchange for the requested modifications:

- (1) Proposed Open Space of approximately 28% which exceeds the new 25% Open Space requirement with RS zoning district. This is well above the 15% that was required with this subdivisions Preliminary Plan was originally approved.
- (2) Berming and landscaping along Greens Prairie Road West (adjacent to SF Type No. 3 areas).
- (3) SF Type No. 3 limited to 3- and 4-unit structures with 2-car garage per unit.
- (4) SF Type No. 3 to be developed as rear loaded units (except for lots adjacent to the Windham property) to maintain the front yard greenspace in character with the neighborhood.
- (5) The following are approved waivers that were approved with the original Preliminary Plan and are being either eliminated or reduced.
 - a. North Perimeter Block waiver exceeded the ordinance by 2969'. With the proposed street projection this block length will be reduced to a maximum of 1150' above the ordinance.
 - b. Waiver exceeded the maximum lot total of thirty (30) lots on a cul-de-sac with a proposed total lot count of forty-five (45) lots. This waiver request has been eliminated.
 - c. Maximum block length waiver exceeded the ordinance by 1466'. With the proposed development configuration this block length will be reduced to a maximum of 898' above the ordinance.

January 25, 2024
Item No. 8.4.
Phillips Square Concept Plan Amendment

Sponsor: Robin Macias

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action 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 changing the zoning district boundary from PDD Planned Development District to PDD Planned Development District to amend the Concept Plan for approximately 19.74 acres located at 525 William D Fitch Parkway, generally located along William D Fitch Parkway, east of Victoria Avenue.

Relationship to Strategic Goals:

Diverse & Growing Economy

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

The Planning and Zoning Commission heard this item on January 4, 2024 and unanimously recommended approval (6-0).

Summary: This request is to amend the Concept Plan for the existing PDD Planned Development District zoning located at 525 William D Fitch Parkway. The existing PDD Planned Development District which was adopted in October 2010, allows for commercial, office and multi-family uses. The existing concept plan shows which areas of the property shall be designated as commercial, office, or multi-family uses while also providing a detail of the street, building, and parking layout for each land use. This amendment to the current concept plan will remove the building and parking layout, while keeping the previously approved uses the same. At the time of development, each phase will need to amend the concept plan to provide a building and parking layout suitable for that specific development. Each phase will need to meet all standards set forth in the Unified Development Ordinance except for the previously approved modifications.

REVIEW OF CONCEPT PLAN

The existing concept plan designates specific areas for commercial, office, and multi-family development, and shows the building and parking layout. The proposed concept plan removes the building and parking layout. The reason for removing the specific layouts is that it is too specific at this point in time without knowing the end user. The intent is to be more general on this proposed concept plan, but then require greater detail when an end user is identified for the site. This will require subsequent amendments to the concept plan, which is similar to what has been done with the Baylor, Scott, and White PDD. The base zoning districts and the location of commercial, office and multi-family uses will remain the same as the previously approved. The concept plan shows the more intense commercial uses closer to William D Fitch and bordering the floodplain area, less intense offices uses will be along the extension of Castle Rock Parkway, and the multi-family use will be on the north and northwest portion of the property.

In proposing a PDD, an applicant may also request variations to the general platting and site development standards provided that those variations are outweighed by demonstrated community benefits of the proposed development. The Unified Development Ordinance provides the following review criteria as the basis for reviewing PDD concept plans:

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

Purpose, Intent and Community Benefit:

The adopted Planned Development District for this property outlines the purpose, intent, and community benefit of the proposed development, which is to provide a mix of uses to support the demands for such uses resulting from the single-family residential developments in the vicinity of this development. The intent is to provide a mix of uses with adequate pedestrian and vehicular accessibility and connectivity.

Base Zoning and Meritorious Modifications:

The proposed concept plan will not modify the base zoning districts or meritorious modifications. The PDD Planned Development District zoning includes the base zoning districts of GC General Commercial, R-4 Multi-family, and O Office.

Previously Approved Modifications:

- Reduction in Right-of-Way width for the "Commercial Street" to 71 ft
- Reduction of building setbacks along the "Commercial Street" to 10 ft
- Low density height protection is not required to the City owned property
- No required buffer to the City owned property
- Variation from the 800-foot maximum block length requirement
- An additional sidewalk is not required along the "Commercial Street" where the multi-use path is parallel

The PDD Planned Development District provides the following benefits:

- A bike lane be provided on the "Commercial Street"
- A right-turn deceleration lane be provided at the intersection of "Commercial Street" and William D Fitch Pkwy
- Right-turn lanes be provided at each intersection of the "Private Drive" with the "Commercial Street" and Castle Rock Parkway

Budget & Financial Summary: N/A

Attachments:

1. Ordinance

2. Vicinity Map, Aerial, and Small Area Map
3. Background Information
4. Existing Concept Plan
5. Proposed Concept Plan

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 AFFECTING APPROXIMATELY 19.74 ACRES OF THE ROBERT STEVENSON SURVEY, A-54, GENERALLY LOCATED ALONG WILLIAM D FITCH PARKWAY EAST OF VICTORIA AVENUE AND SOUTHWEST OF CASTLEROCK PARKWAY 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 25th day of January, 2024.

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 as follows:

The following property is rezoned from PDD Planned Development District to PDD Planned Development District to amend the concept plan, as depicted in Exhibit C:

**METES AND BOUNDS DESCRIPTION
OF A 19.74 ACRE TRACT
ROBERT STEVENSON SURVEY, A-54
BRAZOS COUNTY, TEXAS**

Being a tract of land containing 19.74 acres, out of the Robert Stevenson Survey, A-54, Brazos County, Texas, also being part of the 20.4821 acres tract of land owned by Green Prairie Investors LTD, as recorded in Volume 7366, Page 294 of the Brazos County Official Records (B.C.O.R.), the 19.74 acre tract being more particularly described by metes and bounds as follows, with all control referred to the 1983 Texas State Plane Coordinate System, Lambert Projection, Central Zone:

BEGINNING at a 5/8" iron rod found for the west corner of this tract, also being the south corner of the called 153.22 acres tract of land owned by Gary Seaback as recorded in Volume 2957, Page 186 of the B.C.O.R., also being a point along the north right-of-way line of State Highway 40, a variable width right-of-way, said 5/8" iron rod having Texas State Plane Coordinate Value of X= 3572044.93, Y = 10188135.83;

THENCE along the common line between this tract and the said called 153.22 acres Seaback tract the following calls and distances:

North 42°49'39" East, a distance of 235.00 feet to a 5/8" iron rod found for an angle point of this tract;

North 42°40'05" East, a distance of 801.11 feet to a 5/8" iron rod found for an angle point of this tract;

North 42°21'39" East, a distance of 459.98 feet to a 5/8" iron rod found for an angle point of this tract;

North 42°37'32" East, a distance of 232.18 feet to a 5/8" iron rod found for an angle point of this tract, also being a point along the southeast boundary line of the said called 153.22 acres Seaback tract;

THENCE along the common line between this tract and the said called 153.22 acres Seaback tract, passing the said called 153.22 acres Seaback tract and continuing along the remainder of the called 50 acres tract of land now or formerly owned by Anna Ferguson as recorded in Volume 304, Page 182 of the Brazos County Deed Records (B.C.D.R.), North 43°11'17" East, a distance of 212.61 feet to a 5/8" iron rod found for a northwest corner of this tract, also being a point along the southeast boundary line of the said remainder of the called 50 acres Ferguson tract, also being the west corner of the called 60.153 acres tract of land owned by the City of College Station, as recorded in Volume 6974, Page 241 of the B.C.O.R.;

THENCE along the common line between this tract and the said called 60.153 acres City of College Station tract the following calls and distances:

South 84°17'08" East, a distance of 258.24 feet to a 5/8" iron rod found for a northwest corner of this tract;

North 61°41'00" East, a distance of 63.26 feet to a 5/8" iron rod found for a northwest corner of this tract;

North 39°32'28" East, a distance of 127.86 feet to a 5/8" iron rod found for the north corner of this tract;

South 22°15'36" East, a distance of 231.42 feet to a 5/8" iron rod found for a northeast corner of this tract;

South 64°46'47" West, a distance of 30.60 feet to a 5/8" iron rod found for a northeast corner of this tract;

South 37°27'28" West, a distance of 297.28 feet to a 5/8" iron rod found for a northeast corner of this tract;

North 75°46'04" East, a distance of 104.82 feet to a 5/8" iron rod set for a northeast corner of this tract, also being the a point along the south boundary line of the said called 60.153 acres City of College Station tract;

THENCE severing the said 20.4821 acres Greens Prairie Investors tract, South 09°37'02" East, a distance of 80.28 feet to a 5/8" iron rod set for the east corner of this tract, also being a point along the north boundary line of the called 10.416 acres tract of land owned by the City of College Station, as recorded in Volume 6974, Page 241 of the B.C.O.R.;

THENCE along the common line between this tract and the said called 10.416 acres City of College Station tract the following calls and distances:

South 75°45'41" West, a distance of 199.67 feet to a 5/8" iron rod found for a southeast corner of this tract;

South 37°27'28" West, a distance of 383.68 feet to a 5/8" iron rod found for a southeast corner of this tract;

South 24°08'01" West, a distance of 143.13 feet to a 5/8" iron rod found for a southeast corner of this tract;

South 73°27'09" West, a distance of 317.77 feet to a 5/8" iron rod found for a southeast corner of this tract;

South 47°17'22" West, a distance of 108.60 feet to a 5/8" iron rod found for a southeast corner of this tract;

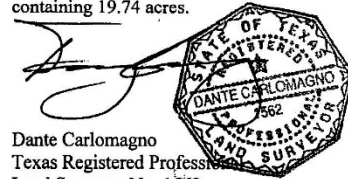
South 05°28'07" West, a distance of 100.09 feet to a 5/8" iron rod found for a southeast corner of this tract;

South 39°39'40" West, a distance of 290.73 feet to a 5/8" iron rod found for the south corner of this tract, also being the west corner of the said called 10.416 acres City of College Station tract, also being a point along the said north right-of-way of State Highway 40;

THENCE along the said north right-of-way of State Highway 40 the following calls and distances:

S 85°17'35" W, a distance of 1.07 feet to a concrete monument with a brass cap found for a southwest corner of this tract;

S 86°16'50" W, a distance of 638.99 feet to the **PLACE OF BEGINNING** containing 19.74 acres.



Dante Carlomagno
Texas Registered Professional
Land Surveyor No. 1562
2010-07-07-rezone-19ac.doc
07/07/2010

Exhibit B

Purpose & Intent:

"The proposed development will provide a mix of uses necessary to support the demands for such uses resulting from the single-family residential developments in the vicinity of this development. Also, the multi-family component will provide an alternative to the single-family residential options available in this area. The development is anticipated to have a mix of uses with adequate pedestrian and vehicular accessibility and connectivity."

Permitted Uses:

Commercial
Office
Multi-Family

C-1 General Commercial, R-4 Multi-Family, and A-P Administrative Professional are the base, underlying zoning districts, as applicable. At the time of site plan and plat, the project will need to meet all applicable standards required by the Unified Development Ordinance, unless specified below.

**Additional Restrictions/Requirements are listed in Concept Plan Notes*

Height: The range of future building heights is from 15 feet to 55 feet.

Meritorious Modifications Granted:

- **Streets and Alleys, Table V, BCS Design Guidelines**
The right-of-way width for the "Commercial Street" shown on the Concept Plan is 71 feet. Generally, an 85 - foot right-of-way is required for a collector in an urban context. Design requirements will be in accordance with the UDO and BCS Unified Design Guidelines. A bike lane that prohibits parking is required to be included on the "Commercial Street" to support the reduction of right-of-way width.
- **Section 5.2 "Residential Dimensional Standards" and Section 5.4 "Non-Residential Dimensional Standards"**
A reduction of building setbacks along the "Commercial Street" to 10 feet for all uses. All parking and landscaping requirements will be in accordance with the UDO.
- **Section 7.1.H2 "Single Family Protection" of the Unified Development Ordinance**
Although the adjacent City-owned property is zoned R-1 Single-Family Residential, it is not considered as a single-family use for the purpose of limiting height or increasing the setback for multi-family or non-residential buildings adjacent to the City-owned property.
- **Section 7.6 "Buffer Requirements" of the Unified Development Ordinance**
There are no buffers required where development is adjacent to the City-owned property. All other buffers are proposed to be in compliance with the UDO.

- **Section 8.2.A.10 “Blocks” of the Unified Development Ordinance**

Variation from the 800-foot maximum block length requirement. No public streets are proposed to connect to Castle Rock Parkway within this development. The block length along the southern right-of-way of Castle Rock Parkway is 850 feet within this development and 1,310 feet to the first intersecting street in the Castle Rock Subdivision. The block length along the northern right-of-way of Castle Rock Parkway is 760 feet within this development and 1,540 feet to the first intersecting street in the Castle Rock Subdivision. The Concept Plan includes a “Private Driveway and Cross Access Easement” through the property that will meet minor collector standards for access and driveway spacing and lane width. This private drive reduces the block length by approximately 200 feet on the north side of Castle Rock Parkway and approximately 300 feet on the south side of Castle Rock Parkway.

- **Section 8.2.A.13 “Sidewalks” of the Unified Development Ordinance**

In the section of street where the multi-use path parallels the “Commercial Street,” an additional sidewalk will not be required along that side of the street.

Traffic / Transportation:

The proposed phasing of the development is such that no more than 420 vehicle trips maybe generated by the proposed development before the connection to William D. Fitch or Victoria Avenue must be made. The additional 420 trips on Castle Rock Parkway (in addition to the existing 827 trips from the homes in the Castle Rock subdivision) would retain the current Level of Service of “B.” The estimated trip generation of Castle Rock Subdivision (at full build out) along Castle Rock Parkway is 2,621 vehicle trips. With the additional maximum trips proposed by the PDD zoning (420 trips before alternate access must be provided) the vehicle trips per day on Castle Rock Parkway would be approximately 3,041, well below the maximum capacity of 5,000 trips. Though additional trips will be generated, the proposed development provides alternate vehicular, bicycle and pedestrian circulation routes as well as additional commercial opportunities that are not currently available in the immediate area.

Greenways / Floodplain:

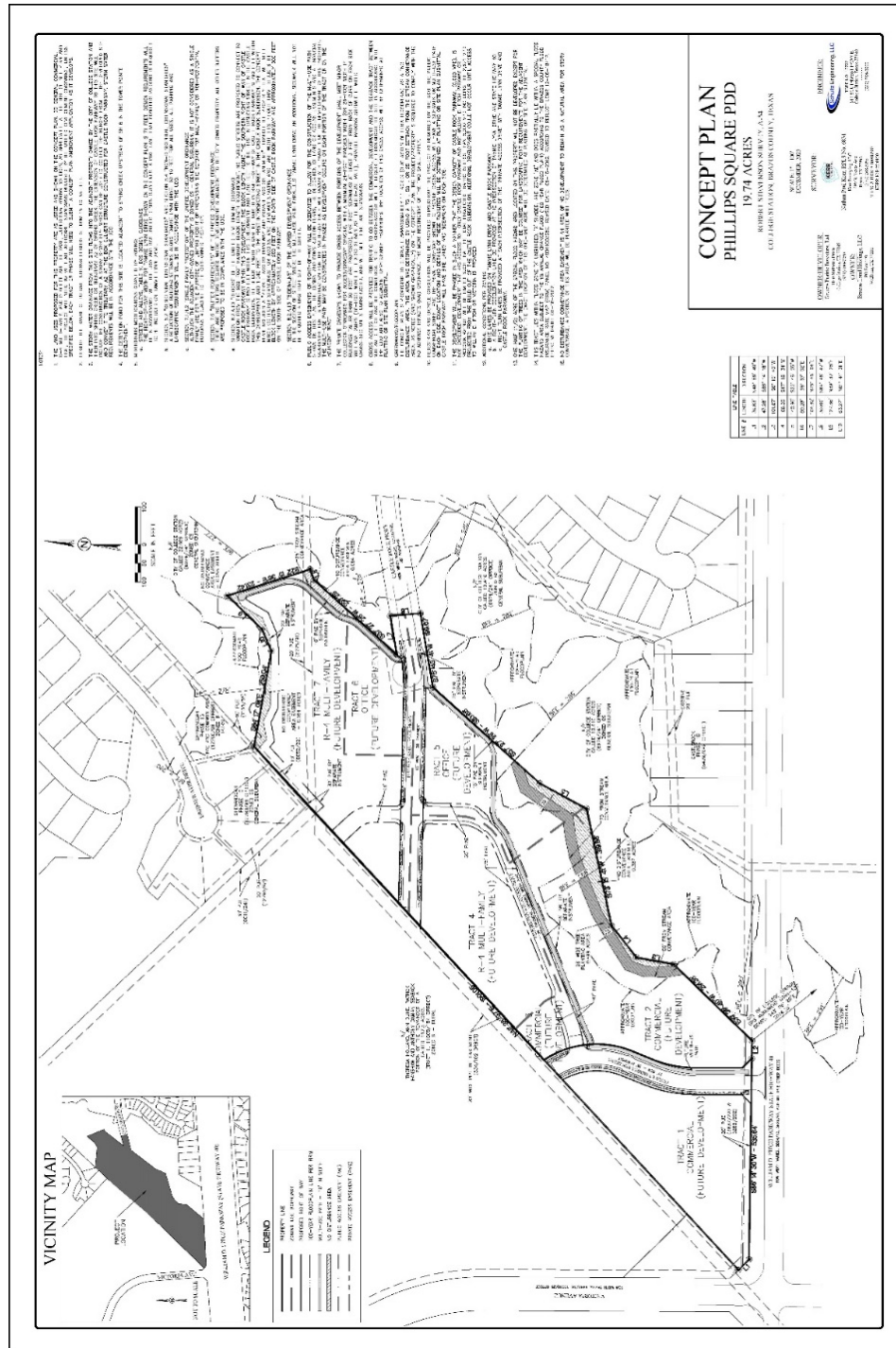
The Concept Plan is proposing to designate approximately 1.1 acres (0.89 acres of FEMA floodplain) as a “no disturbance” area. This area was determined by using a 75-, 50-, or 25-foot setback from the stream conveyance area, as noted (and shown graphically) on the Concept Plan. The project / property is required to comply with the No Adverse Impacts (NAI) ordinance. The more restrictive of the two shall apply.

Additional Conditions:

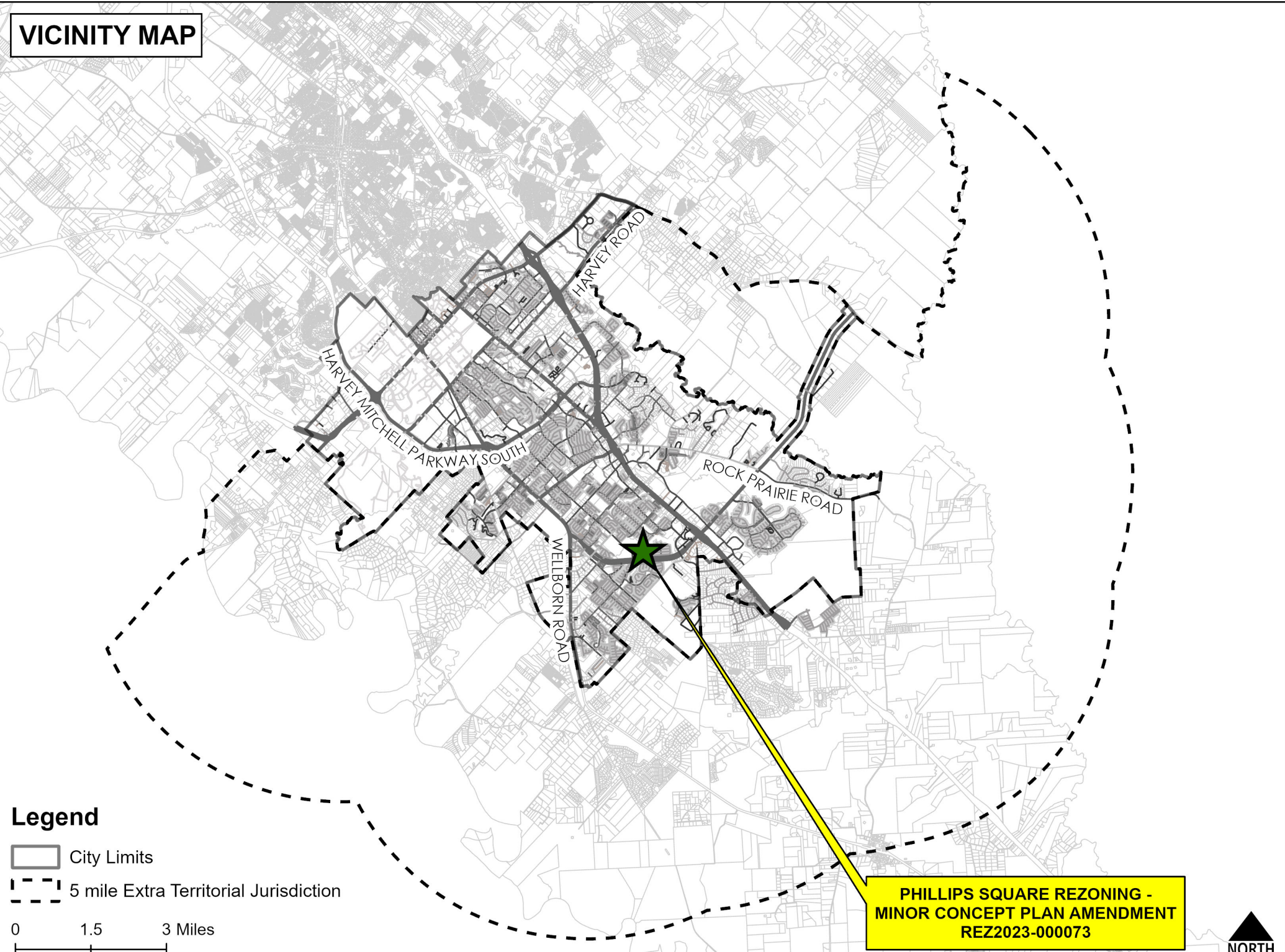
- A bike lane be provided on the “Commercial Street.”
- A right-turn deceleration lane be provided at the intersection of “Commercial Street” and State Highway 40.
- Right-turn lanes be provided at each intersection of the “Private Drive” with the “Commercial Street” and Castle Rock Parkway.

Exhibit C

Concept Plan – Each tract of the Concept Plan will be required to submit and receive approval of a concept plan amendment before it develops.



VICINITY MAP



Legend

- City Limits
- 5 mile Extra Territorial Jurisdiction

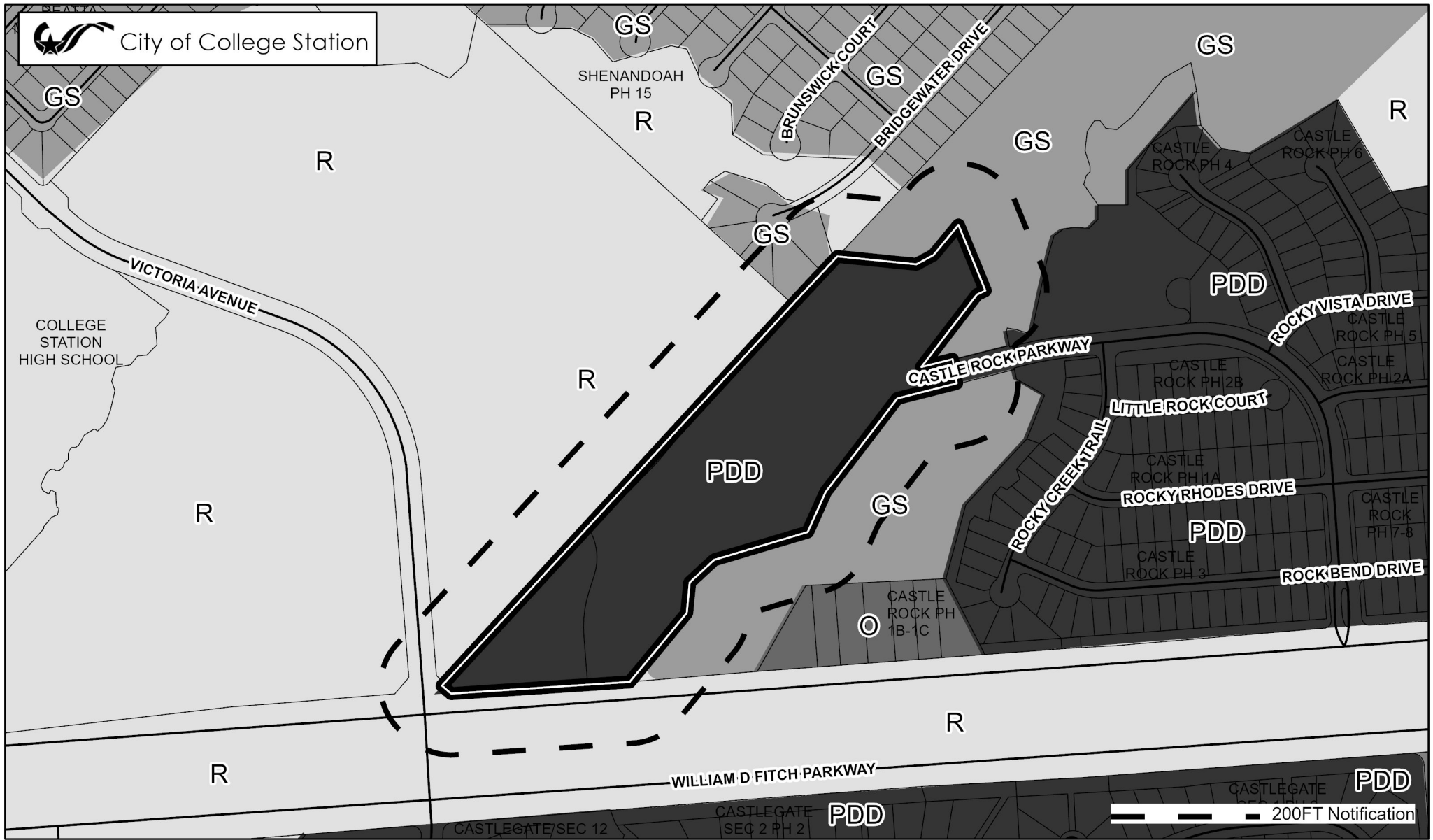
0 1.5 3 Miles

PHILLIPS SQUARE REZONING -
MINOR CONCEPT PLAN AMENDMENT
REZ2023-000073





REZONING



ZONING DISTRICTS (In Grayscale)

Residential		MH	Middle Housing
R	Rural	MF	Multi-Family
WE	Wellborn Estate	MU	Mixed-Use
E	Estate	MHP	Manufactured Home Pk.
WRS	Wellborn Restricted Suburban		
RS	Restricted Suburban		
GS	General Suburban		
D	Duplex		
T	Townhome		

Non-Residential

Non-Residential	
NAP	Natural Area Protected
O	Office
SC	Suburban Commercial
WC	Wellborn 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
HOO	High Occupancy Ovr.
ROO	Restricted Occupancy 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
C-3	Light Commercial
RD	Research and Dev.
M-1	Light Industrial
M-2	Heavy Industrial



0 437.5 875 Feet

**PHILLIPS SQUARE REZONING -
MINOR CONCEPT PLAN AMENDMENT**

Case:
REZ2023-000073

REZONING

BACKGROUND INFORMATION – REZ2023-000073

NOTIFICATIONS

Advertised Commission Hearing Date: January 4, 2024
Advertised Council Hearing Date: January 25, 2024

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:

Castle Rock HOA
Southern Plantation HOA

Property owner notices mailed: 14

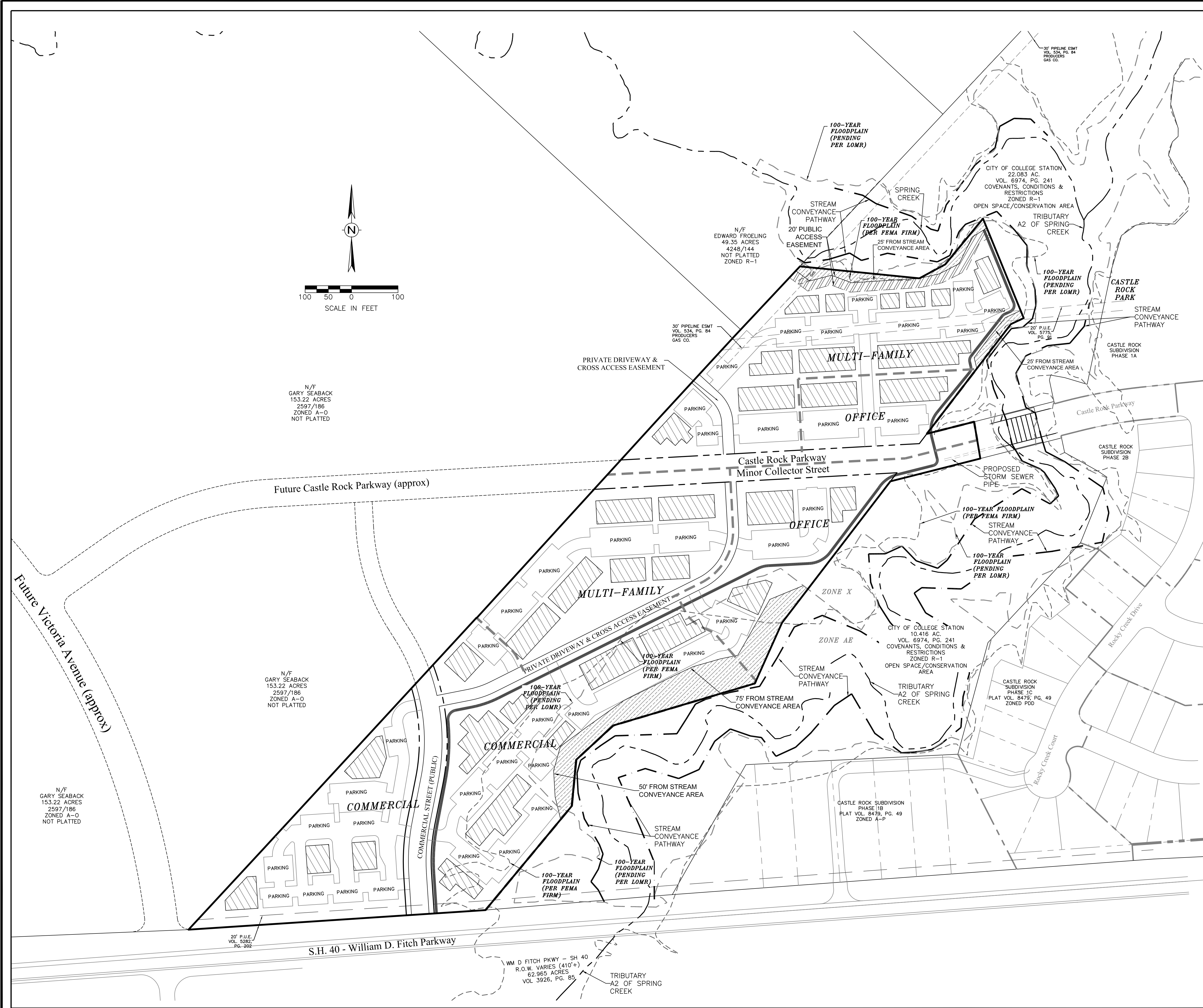
Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: None at the time of this report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Natural & Open Areas	GS General Suburban	Undeveloped Floodplain
South	William D Fitch Pkwy (Freeway/Expressway)	William D Fitch (Freeway/Expressway)	William D Fitch (Freeway/Expressway)
East	Natural & Open Areas	GS General Suburban	Undeveloped Floodplain
West	General Commercial, Urban Residential and Mixed Residential	R Rural	Undeveloped

DEVELOPMENT HISTORY

Annexed: June 1995
Zoning: A-O Agricultural Open (1995 upon annexation)
PDD Planned Development District (2010)
Final Plat: unplatted
Site Development: undeveloped



CONCEPT PLAN NOTES:

- THE LAND USES PROPOSED FOR THIS PROPERTY ARE AS LISTED AND SHOWN ON THIS PLAN.
- THE RANGE OF BUILDING HEIGHTS IS ANTICIPATED TO BE FROM 15' TO 55'.
- THE STORM WATER DRAINAGE FROM THIS SITE FLOWS INTO THE ADJACENT PROPERTY OWNED BY THE CITY OF COLLEGE STATION AND THEN INTO SPRING CREEK OR TRIBUTARY A2 OF SPRING CREEK. THE EXTENSION OF CASTLE ROCK PARKWAY TO THIS SITE WILL INCLUDE THE CONSTRUCTION OF A STORM SEWER PIPE WHICH CAN BE USED TO COLLECT THE RUNOFF FROM THE DEVELOPED SITE AND CONVEY IT TO TRIBUTARY A2 AT THE BOX CULVERT STRUCTURE CONSTRUCTED FOR CASTLE ROCK PARKWAY. STORM WATER REQUIREMENTS WILL BE IN ACCORDANCE WITH THE UDO.
- THE DETENTION POND FOR THIS SITE IS LOCATED ON SPRING CREEK UPSTREAM OF SH 6 IN THE TOWER POINT DEVELOPMENT.
- THE GENERAL BULK OR DIMENSIONAL VARIATIONS (MERITORIOUS MODIFICATIONS) SOUGHT ARE AS FOLLOWS.
 - THE RIGHT-OF-WAY FOR THE COMMERCIAL STREET SHOWN ON THE CONCEPT PLAN WILL BE 71' IN WIDTH. DESIGN REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE UDO AND UNIFIED DESIGN GUIDELINES. BUILDING SETBACKS ALONG THE COMMERCIAL STREET MAY BE REDUCED TO 10'. ALL PARKING AND LANDSCAPING REQUIREMENTS, HOWEVER, MUST BE IN ACCORDANCE WITH THE UDO.
 - IN THE SECTION OF THE STREET WHERE THE MULTI-USE PATH PARALLELS THE COMMERCIAL STREET, A SIDEWALK WILL NOT BE REQUIRED ALONG THAT SIDE OF THE STREET.
 - BUFFER AREAS WILL BE IN ACCORDANCE WITH THE UDO EXCEPT THERE WILL BE NO BUFFERS REQUIRED WHERE DEVELOPMENT IS ADJACENT TO THE CITY OWNED PROPERTY.
 - THE CITY OWNED PROPERTY ADJACENT TO THIS TRACT WILL NOT BE DEVELOPED ALTHOUGH IT IS ZONED R-1. THE LAND SHALL NOT BE CONSIDERED AS SINGLE-FAMILY USE FOR THE PURPOSE OF LIMITING HEIGHT OR INCREASING THE SETBACK FOR MULTI-FAMILY OR NON-RESIDENTIAL BUILDINGS ADJACENT TO THE CITY OWNED PROPERTY.
 - A VARIANCE FROM THE REQUIREMENTS OF UDO SECTION 8.2.A.10 "BLOCKS" IS REQUESTED TO THE EIGHT HUNDRED FEET (800') MAXIMUM BLOCK LENGTH REQUIREMENT. NO PUBLIC STREETS ARE PROPOSED TO CONNECT TO CASTLE ROCK PARKWAY WITHIN THIS DEVELOPMENT. THE BLOCK LENGTH ALONG ON THE SOUTH RIGHT-OF-WAY OF CASTLE ROCK PARKWAY IS 850 FEET WITHIN THIS DEVELOPMENT AND 1,310 FEET TO THE FIRST INTERSECTING STREET IN THE CASTLE ROCK SUBDIVISION. THE BLOCK LENGTH ALONG THE NORTH RIGHT OF WAY OF CASTLE ROCK PARKWAY IS 760 FEET WITHIN THIS DEVELOPMENT AND 1,540 FEET TO THE FIRST INTERSECTING STREET IN THE CASTLE ROCK SUBDIVISION.
 - ITEMS NOT INCLUDED IN THE REQUESTED VARIATIONS WITH THIS POD WILL MEET ALL REQUIREMENTS OF THE UDO.
- PUBLIC ACCESS EASEMENTS OR RIGHT-OF-WAY WILL BE DEDICATED TO ALLOW FOR THE CONSTRUCTION OF THE MULTI-USE PATH SHOWN ON THIS PLAN. THE DESIGN AND CONSTRUCTION PLANS, THE DEDICATION OF LAND OR ACCESS EASEMENTS AND A FINANCIAL GUARANTEE FOR ITS CONSTRUCTION FOR THE MULTI-USE PATH WILL OCCUR WITH PHASE 1 OF THE DEVELOPMENT OF THIS PROPERTY. THE MULTI-USE PATH MAY BE CONSTRUCTED IN PHASES AS DEVELOPMENT OCCURS ON EACH PORTION OF THE TRACT OR ON THE ADJACENT TRACT.
- THE PRIVATE DRIVEWAYS SHOWN TO PROVIDE CROSS ACCESS BETWEEN PORTIONS OF THE DEVELOPMENT SHALL MEET MINOR COLLECTOR STANDARDS FOR ACCESS/DRIVEWAY SPACING, WITH A MINIMUM 24-FOOT PAVEMENT WIDTH (OR 26-FOOT WIDTH IF BUILDINGS TALLER THAN 30-FOOT ARE PROPOSED), FIVE-FOOT SIDEWALKS AT LEAST 3-FEET FROM BACK OF CURB ON EACH SIDE WITH ADA RAMPS (10-FOOT WIDTH IF IT ALSO SERVES AS THE MULTI-USE PATH), PARALLEL PARKING ALLOWED IF WIDER CROSS-SECTION IS CONSTRUCTED, AND WILL MEET FIRE LANE STANDARDS.
- CROSS ACCESS WILL BE PROVIDED FOR TRAFFIC TO GO BETWEEN THE COMMERCIAL DEVELOPMENT AND THE SEABACK TRACT BETWEEN WILLIAM D. FITCH AND THE COMMERCIAL STREET. CROSS-ACCESS WILL BE REQUIRED THROUGHOUT THE SITE IN ACCORDANCE WITH THE UDO AND ALSO TO ADJACENT DEVELOPABLE PROPERTIES. THE LOCATION OF THIS CROSS ACCESS WILL BE DETERMINED AT PLATTING OR SITE PLAN SUBMITTAL.
- 1.1 ACRES OF THIS PROPERTY, 0.89 ACRES OF THE SPECIAL FLOOD HAZARD AREA, WILL NOT BE DEVELOPED EXCEPT FOR THE PLANTING OF TREES IN THE AREA WHICH MAY BE COUNTED FOR LANDSCAPING POINT REQUIREMENTS FOR THE ADJACENT DEVELOPMENT. THE APPROXIMATE LOCATION OF THIS 1.1 ACRES IS SHOWN ON THIS PLAN. THE LIMITS OF THE 1.1 ACRES WAS DETERMINED BY USING A 75, 50 OR 25 FOOT SETBACK FROM THE STREAM CONVEYANCE AREA AS NOTED ON THE PLAN. NO DISTURBANCE IS PROPOSED FOR THIS AREA, THEREFORE THE AREA CANNOT BE USED FOR MITIGATION THAT MAY BE REQUIRED BY THE DEVELOPMENT FOR THE NO ADVERSE IMPACT ORDINANCE REQUIREMENTS.
- PEDESTRIAN AND BICYCLE CIRCULATION WILL BE PROVIDED THROUGHOUT THE PROJECT AS REQUIRED BY THE UDO. THE PUBLIC COMMERCIAL STREET AND THE PRIVATE DRIVEWAY SHOWN TO PROVIDE CROSS ACCESS WILL HAVE A SIDEWALK OR MULTI-USE PATH ON EACH SIDE. EXACT LOCATION AND DETAILS OF THESE FACILITIES WILL BE DETERMINED AT PLATTING OR SITE PLAN SUBMITTAL. CASTLE ROCK PARKWAY WILL HAVE BIKE LANES AND SIDEWALKS ON EACH SIDE.
- THE DEVELOPMENT WILL BE PHASED IN SUCH A MANNER TO LIMIT THE TRAFFIC ONTO CASTLE ROCK PARKWAY FROM THIS DEVELOPMENT THROUGH THE CASTLE ROCK SUBDIVISION. DEVELOPMENT THAT HAS ACCESS TO ONLY CASTLE ROCK PARKWAY AND NOT TO WILLIAM D. FITCH PARKWAY OR VICTORIA AVENUE WILL BE LIMITED SUCH THAT TOTAL PROJECTED TRAFFIC FROM THIS DEVELOPMENT IS LESS THAN 420 VPD. ADDITIONAL DEVELOPMENT COULD NOT OCCUR UNTIL ACCESS TO WILLIAM D. FITCH OR VICTORIA AVENUE IS PROVIDED.

SITE NOTES:

- THE BEARING SYSTEM SHOWN HEREON IS REFERRED TO THE NAD-83 TEXAS STATE PLANE COORDINATE SYSTEM LAMBERT PROJECTION, CENTRAL ZONE, AND AS MONUMENTED ON THE GROUND.
- THE SITE ADDRESS IS 529 WILLIAM D FITCH PARKWAY, COLLEGE STATION, TEXAS.
- A PORTION OF THIS TRACT IS WITHIN A SPECIAL FLOOD HAZARD AREA ACCORDING TO THE FLOOD INSURANCE RATE MAP (F.I.R.M.), COMMUNITY PANEL NO. 4804100205 D, EFFECTIVE DATE 2-9-2000. A PORTION OF THIS TRACT IS IN THE FLOODPLAIN LIMITS PER THE PENDING LOMR, PREPARED BY WALTER P. MOORE & ASSOCIATES. NO FLOODWAY HAS BEEN ESTABLISHED IN THIS AREA.
- CASTLE ROCK PARKWAY IS A 2-LANE MINOR COLLECTOR (GENERAL SUBURBAN CONTEXT) ON THE THOROUGHFARE PLAN.

LEGEND

	PROPERTY LINE AND ZONING CHANGE BOUNDARY
	FUTURE RIGHT-OF-WAY (APPROX.)
	PROPOSED RIGHT-OF-WAY (APPROX.)
	100-YEAR FLOODPLAIN LINE PER FIRM
	100-YEAR FLOODPLAIN LINE PER LOMR
	LAND USE BOUNDARY
	STREAM CONVEYANCE PATHWAY
	STREAM CENTERLINE (APPROXIMATE)
	MULTI-USE PATH - 10' IN WIDTH
	APPROXIMATE BUILDING LOCATION
	NO DISTURBANCE AREA
	PUBLIC ACCESS EASEMENT

VICINITY MAP

CONCEPT PLAN

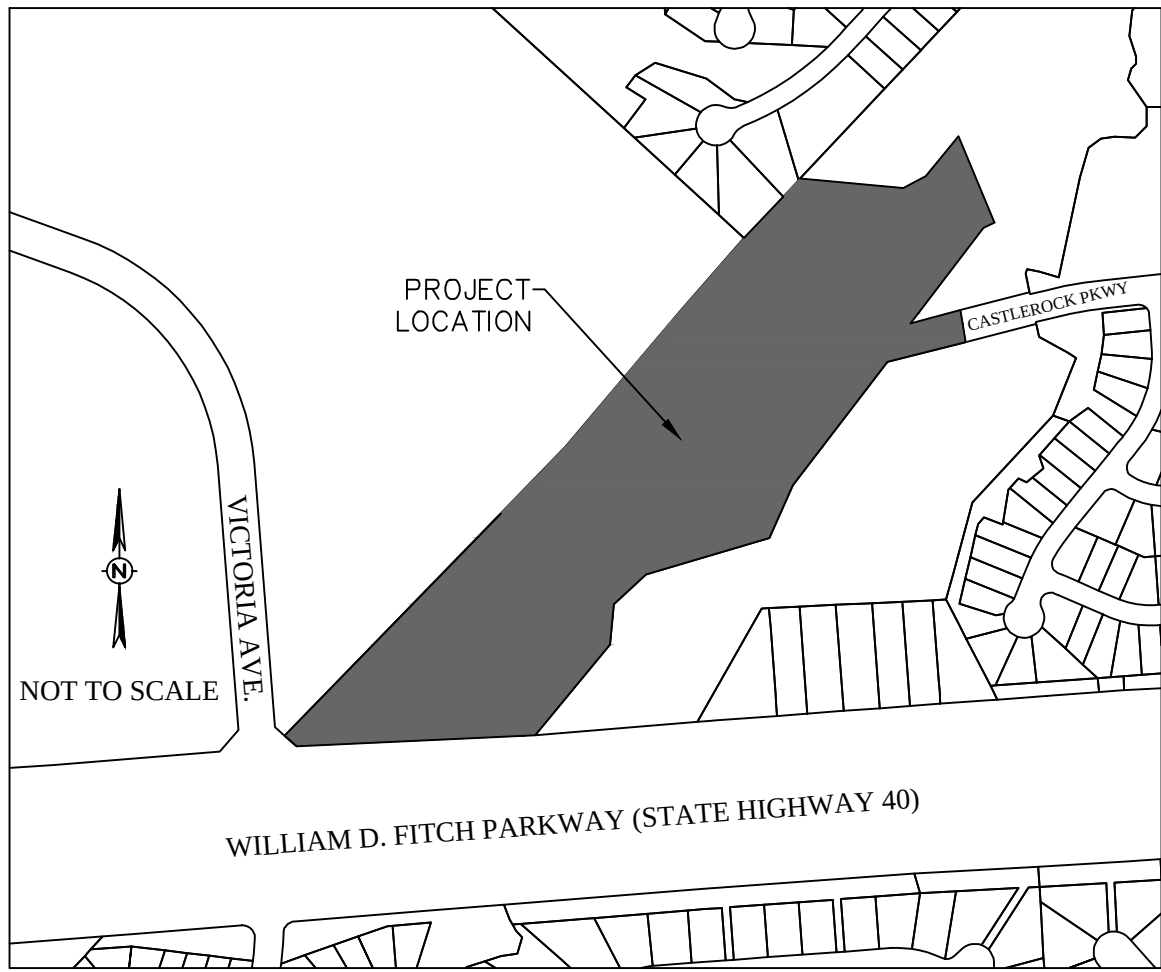
19.74 ACRES
PHILLIPS SQUARE
ROBERT STEVENSON SURVEY, A-54
COLLEGE STATION, BRAZOS COUNTY, TEXAS
SCALE: 1"=100' SEPTEMBER 2010

OWNER:
Greens Prairie Investors, Ltd.
4490 Castlegate Parkway
College Station, TX 77845
(979)690-7250

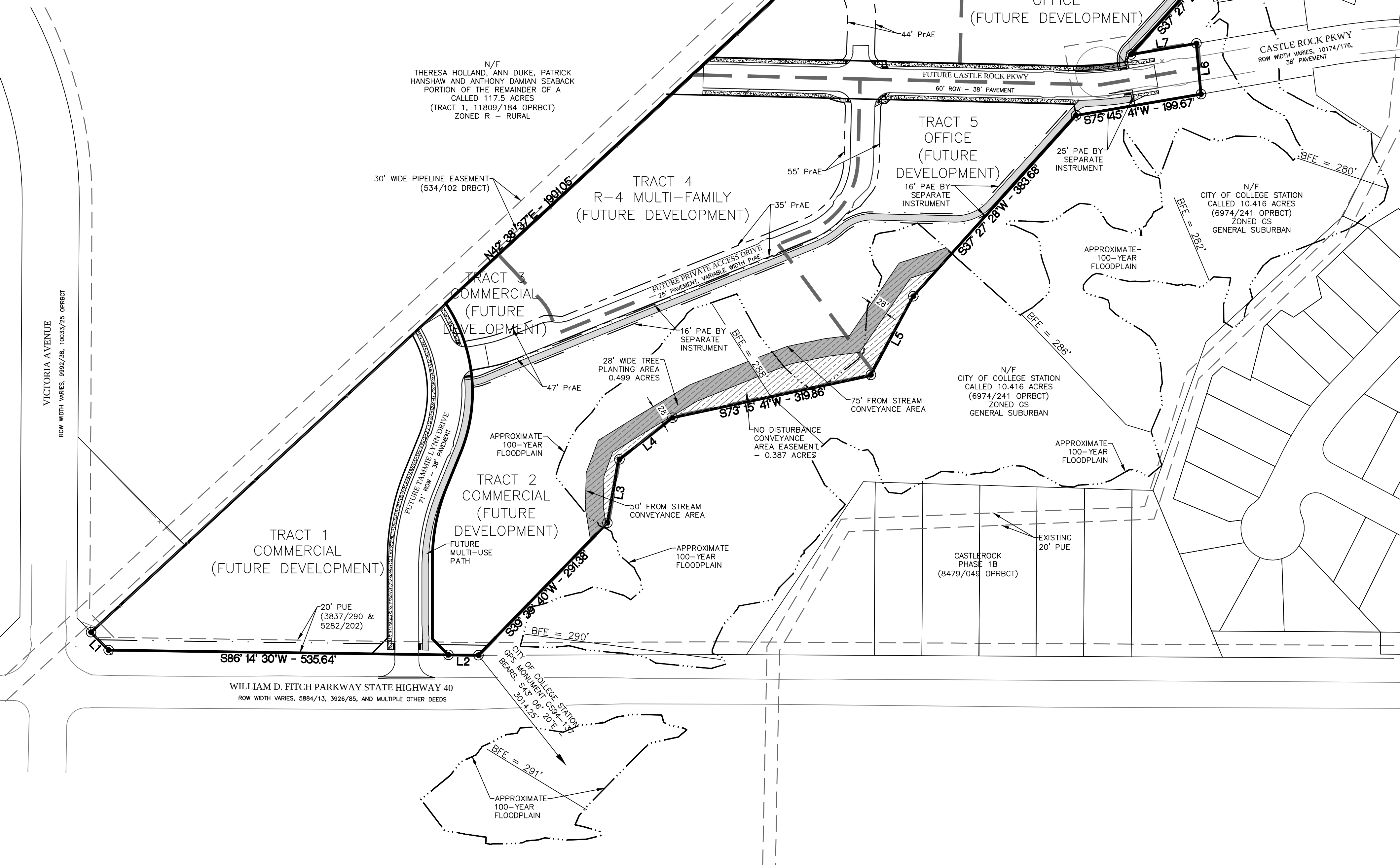
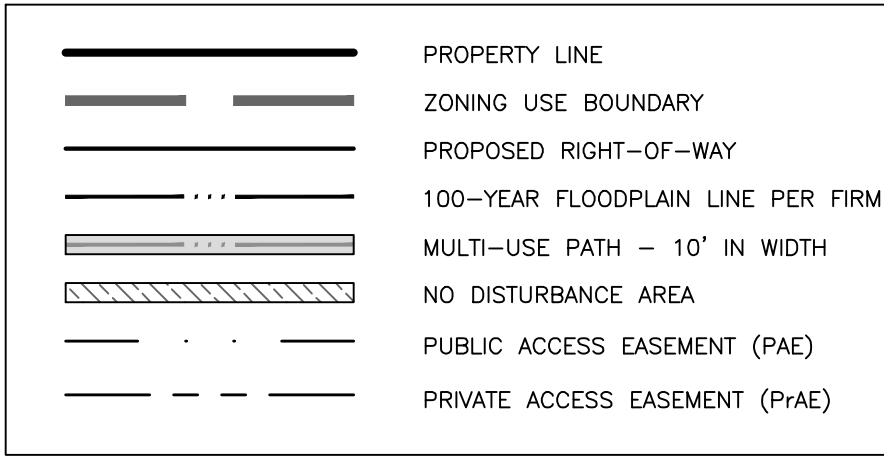
SURVEYOR:
Dante Carlomagno, RPLS No. 1562
CARLOMAGNO Surveying, Inc.
2714 Finfeather Road
Bryan, TX 77801
(979) 775-2873

ENGINEER:
SCHULTZ ENGINEERING, LLC.
PO Box 11995
College Station, TX 77842
(979)764-3900

VICINITY MAP



LEGEND



NOTES:

- THE LAND USES PROPOSED FOR THIS PROPERTY ARE AS LISTED AND SHOWN ON THE CONCEPT PLAN. GC GENERAL COMMERCIAL, R-4 MULTI-FAMILY, AND O OFFICE ARE THE BASE, UNDERLYING ZONING DISTRICTS, AS APPLICABLE. AT THE TIME OF SITE PLAN AND PLAT, THE PROJECT WILL NEED TO MEET ALL APPLICABLE STANDARDS REQUIRED BY THE UNIFIED DEVELOPMENT ORDINANCE, UNLESS SPECIFIED BELOW. EACH TRACT OR PHASE WILL NEED TO SUBMIT A CONCEPT PLAN AMENDMENT APPLICATION AS IT DEVELOPS.
- HEIGHT: THE RANGE OF FUTURE BUILDING HEIGHTS IS FROM 15 TO 55 FEET.
- THE STORM WATER DRAINAGE FROM THIS SITE FLOWS INTO THE ADJACENT PROPERTY OWNED BY THE CITY OF COLLEGE STATION AND THEN INTO SPRING CREEK OR TRIBUTARY A2 OF SPRING CREEK. THE EXTENSION OF CASTLE ROCK PARKWAY TO THIS SITE WILL INCLUDE THE CONSTRUCTION OF A STORM SEWER PIPE WHICH CAN BE USED TO COLLECT THE RUNOFF FROM THE DEVELOPED SITE AND CONVEY IT TO TRIBUTARY A2 AT THE BOX CULVERT STRUCTURE CONSTRUCTED FOR CASTLE ROCK PARKWAY. STORM WATER REQUIREMENTS WILL BE IN ACCORDANCE WITH THE UDO.
- THE DETENTION POND FOR THIS SITE IS LOCATED ADJACENT TO SPRING CREEK UPSTREAM OF SH 6 IN THE TOWER POINTE DEVELOPMENT.
- MERITORIOUS MODIFICATIONS GRANTED BY ZONING:
 - STREETS AND ALLEYS, TABLE V, BCS DESIGN GUIDELINES
 - THE RIGHT-OF-WAY WIDTH FOR TAMMIE LYNN DRIVE SHOWN ON THE CONCEPT PLAN IS 71 FEET. DESIGN REQUIREMENTS WILL BE IN ACCORDANCE WITH THE UDO AND BCS UNIFIED DESIGN GUIDELINES. A BIKE LANE THAT PROHIBITS PARKING IS REQUIRED TO BE INCLUDED ON TAMMIE LYNN DRIVE.
 - SECTION 5.2 "RESIDENTIAL DIMENSIONAL STANDARDS" AND SECTION 5.4 "NON-RESIDENTIAL, DIMENSIONAL STANDARDS" A REDUCTION OF BUILDING SETBACKS ALONG TAMMIE LYNN DRIVE: TO 10 FEET FOR ALL USES. ALL PARKING AND LANDSCAPING REQUIREMENTS WILL BE IN ACCORDANCE WITH THE UDO.
 - SECTION 7.1.H.2 "SINGLE FAMILY PROTECTION" OF THE UNIFIED DEVELOPMENT ORDINANCE ALTHOUGH THE ADJACENT CITY-OWNED PROPERTY IS ZONED GS GENERAL SUBURBAN, IT IS NOT CONSIDERED AS A SINGLE FAMILY USE FOR THE PURPOSE OF LIMITING HEIGHT OR INCREASING THE SETBACK FOR MULTI-FAMILY OR NON-RESIDENTIAL BUILDINGS ADJACENT TO THE CITY-OWNED PROPERTY.
 - SECTION 7.6 "BUFFER REQUIREMENTS" OF THE UNIFIED DEVELOPMENT ORDINANCE THERE ARE NO BUFFERS REQUIRED WHERE DEVELOPMENT IS ADJACENT TO THE CITY-OWNED PROPERTY. ALL OTHER BUFFERS ARE PROPOSED TO BE IN COMPLIANCE WITH THE UDO.
 - SECTION 8.2.A.10 "BLOCKS" OF THE UNIFIED DEVELOPMENT ORDINANCE VARIATION FROM THE 800-FOOT MAXIMUM BLOCK LENGTH REQUIREMENT. NO PUBLIC STREETS ARE PROPOSED TO CONNECT TO CASTLE ROCK PARKWAY WITHIN THIS DEVELOPMENT. THE BLOCK LENGTH ALONG THE SOUTHERN RIGHT-OF-WAY OF CASTLE ROCK PARKWAY IS 850 FEET WITHIN THIS DEVELOPMENT AND 1,310 FEET TO THE FIRST INTERSECTING STREET IN THE CASTLE ROCK SUBDIVISION. THE BLOCK LENGTH ALONG THE NORTHERN RIGHT-OF-WAY OF CASTLE ROCK PARKWAY IS 760 FEET WITHIN THIS DEVELOPMENT AND 1,540 FEET TO THE FIRST INTERSECTING STREET IN THE CASTLE ROCK SUBDIVISION. THE CONCEPT PLAN INCLUDES A "PRIVATE ACCESS DRIVEWAY AND PRIVATE ACCESS EASEMENT" THROUGH THE PROPERTY THAT WILL MEET MINOR COLLECTOR STANDARDS FOR ACCESS AND DRIVEWAY SPACING AND LANE WIDTH. THIS PRIVATE DRIVE REDUCES THE BLOCK LENGTH BY APPROXIMATELY 200 FEET ON THE NORTH SIDE OF CASTLE ROCK PARKWAY AND APPROXIMATELY 300 FEET ON THE SOUTH SIDE OF CASTLE ROCK PARKWAY.
 - SECTION 8.2.A.13 "SIDEWALKS" OF THE UNIFIED DEVELOPMENT ORDINANCE IN THE SECTION OF STREET WHERE THE MULTI-USE PATH PARALLELS TAMMIE LYNN DRIVE AN ADDITIONAL SIDEWALK WILL NOT BE REQUIRED ALONG THAT SIDE OF THE STREET.
- PUBLIC ACCESS EASEMENTS OR RIGHT-OF-WAY WILL BE DEDICATED TO ALLOW FOR THE CONSTRUCTION OF THE MULTI-USE PATH SHOWN ON THIS PLAN. THE DESIGN AND CONSTRUCTION PLANS, THE DEDICATION OF LAND OR ACCESS EASEMENTS AND A FINANCIAL GUARANTEE FOR ITS CONSTRUCTION FOR THE MULTI-USE PATH WILL OCCUR WITH PHASE 1 OF THE DEVELOPMENT OF THIS PROPERTY. THE MULTI-USE PATH MAY BE CONSTRUCTED IN PHASES AS DEVELOPMENT OCCURS ON EACH PORTION OF THE TRACT OR ON THE ADJACENT TRACT.
- THE PRIVATE DRIVEWAYS SHOWN TO PROVIDE CROSS ACCESS BETWEEN PORTIONS OF THE DEVELOPMENT SHALL MEET MINOR COLLECTOR STANDARDS FOR ACCESS/DRIVEWAY SPACING, WITH A MINIMUM 24-FOOT PAVEMENT WIDTH (OR 26-FOOT WIDTH IF BUILDINGS TALLER THAN 30-FOOT ARE PROPOSED), FIVE-FOOT SIDEWALKS AT LEAST 3- FEET FROM BACK OF CURB ON EACH SIDE WITH ADA RAMPS (10-FOOT WIDTH IF IT ALSO SERVES AS THE MULTI-USE PATH), PARALLEL PARKING ALLOWED IF WIDER CROSS-SECTION IS CONSTRUCTED, AND WILL MEET FIRE LANE STANDARDS.
- CROSS ACCESS WILL BE PROVIDED FOR TRAFFIC TO GO BETWEEN THE COMMERCIAL DEVELOPMENT AND THE SEABACK TRACT BETWEEN WILLIAM D. FITCH AND THE COMMERCIAL STREET. CROSS-ACCESS WILL BE REQUIRED THROUGHOUT THE SITE IN ACCORDANCE WITH THE UDO AND ALSO TO ADJACENT DEVELOPABLE PROPERTIES. THE LOCATION OF THIS CROSS ACCESS WILL BE DETERMINED AT PLATTING OR SITE PLAN SUBMITTAL.
- GREENWAYS/FLOODPLAIN:

THE CONCEPT PLAN IS PROPOSING TO DESIGNATE APPROXIMATELY 1.1 ACRES (0.70 ACRES OF FEMA FLOODPLAIN) AS A "NO DISTURBANCE" AREA. THIS AREA WAS DETERMINED BY USING A 75-, 50-, OR 25-FOOT SETBACK FROM THE STREAM CONVEYANCE AREA, AS NOTED (AND SHOWN GRAPHICALLY) ON THE CONCEPT PLAN. THE PROJECT/PROPERTY IS REQUIRED TO COMPLY WITH THE NO ADVERSE IMPACTS (NAI) ORDINANCE. THE MORE RESTRICTIVE OF THE TWO SHALL APPLY.
- PEDESTRIAN AND BICYCLE CIRCULATION WILL BE PROVIDED THROUGHOUT THE PROJECT AS REQUIRED BY THE UDO. THE PUBLIC COMMERCIAL STREET AND THE PRIVATE DRIVEWAY SHOWN TO PROVIDE CROSS ACCESS WILL HAVE A SIDEWALK OR MULTI-USE PATH ON EACH SIDE. EXACT LOCATION AND DETAILS OF THESE FACILITIES WILL BE DETERMINED AT PLATTING OR SITE PLAN SUBMITTAL. CASTLE ROCK PARKWAY WILL HAVE BIKE LANES AND SIDEWALKS ON EACH SIDE.
- THE DEVELOPMENT WILL BE PHASED IN SUCH A MANNER THAT THE DESIGN CAPACITY OF CASTLE ROCK PARKWAY, (5,000 VPD), IS NOT EXCEEDED. DEVELOPMENT THAT HAS ACCESS TO ONLY CASTLE ROCK PARKWAY AND NOT WILLIAM D. FITCH PARKWAY OR VICTORIA AVENUE WILL BE LIMITED SUCH THAT THE TOTAL PROJECTED TRAFFIC IS LESS THAN 5,000 VPD INCLUDING THE 2,621 VPD PROJECTED FROM THE BUILD OUT OF THE CASTLE ROCK SUBDIVISION. ADDITIONAL DEVELOPMENT COULD NOT OCCUR UNTIL ACCESS TO WILLIAM D. FITCH OR VICTORIA IS PROVIDED.
- ADDITIONAL CONDITIONS PER ZONING:
 - BIKE LANES BE PROVIDED ON TAMMIE LYNN DRIVE AND CASTLE ROCK PARKWAY
 - A RIGHT-TURN DECELERATION LANE BE PROVIDED AT THE INTERSECTION OF TAMMIE LYNN DRIVE AND STATE HIGHWAY 40.
 - RIGHT-TURN LANES BE PROVIDED AT EACH INTERSECTION OF THE "PRIVATE ACCESS DRIVE" WITH TAMMIE LYNN DRIVE AND CASTLE ROCK PARKWAY.
- ONE-HALF (1/2) ACRE OF THE SPECIAL FLOOD HAZARD AREA LOCATED ON THIS PROPERTY WILL NOT BE DEVELOPED EXCEPT FOR THE PLANTING OF TREES IN THE AREA WHICH MAY BE COUNTED FOR LANDSCAPING POINT REQUIREMENTS FOR THE ADJACENT DEVELOPMENT. THE EXACT LOCATION OF THIS ONE-HALF ACRE WILL BE DETERMINED AT PLATTING OR SITE PLAN SUBMITTAL.
- THIS TRACT LIES WITHIN FLOOD ZONE 'X' UNSHADED, 'X' SHADED, AND ZONE 'AE' AND DOES PARTIALLY LIE WITHIN A SPECIAL FLOOD HAZARD AREA SUBJECT TO THE 1% ANNUAL CHANCE FLOOD (100 YEAR FLOOD PLAIN) ACCORDING TO THE BRAZOS COUNTY FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 48041C0325E, REVISED DATE: 05-16-2012. REVISED TO REFLECT LOMR 12-06-1841P, EFFECTIVE DATE: 05-18-2012.
- NO DISTURBANCE CONVEYANCE AREA EASEMENT IS AN AREA OF NO DEVELOPMENT TO REMAIN AS A NATURAL AREA FOR STORM CONVEYANCE. A PORTION OF THIS AREA WILL BE PLANTED WITH TREES.

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	39.63'	N48° 59' 49"W
L2	47.28'	S86° 14' 16"W
L3	101.87'	S6° 19' 49"W
L4	106.26'	S47° 18' 34"W
L5	140.96'	S23° 46' 26"W
L6	80.28'	S9° 37' 02"E
L7	104.82'	N75° 46' 04"E
L8	30.60'	S64° 46' 47"W
L9	127.86'	N39° 32' 28"E
L10	63.27'	N61° 41' 31"E

CONCEPT PLAN
PHILLIPS SQUARE PDD
19.74 ACRES

ROBERT STEVENSON SURVEY, A-54
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1" = 100'
DECEMBER, 2023

OWNER/DEVELOPER:

Greens Prairie Investors, Ltd.
1140 Midtown Drive
College Station, TX 77845
(979) 690-7250

OWNER:

Brazos Land Holdings, LLC.
PO Box 440
Wellborn, TX 77881

SURVEYOR:

Nathan Paul Kerr, RPLS No. 6834
Kerr Surveying, LLC
409 N. Texas Ave.
Bryan, TX 77803
(979) 368-3195
TBPELS FIRM # 10018500
KERR JOB 22-0150

ENGINEER:

Schultz Engineering, LLC
TBP# NO. 12327
911 SOUTHWEST PKWY E.
College Station, Texas 77840
www
(979) 764-3900

January 25, 2024
Item No. 8.5.
Rezoning - Avenue A to MH and HOO

Sponsor: Matthew Ellis

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action 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 changing the zoning district boundary from GS General Suburban to MH Middle Housing and HOO High Occupancy Overlay for approximately 1.05 acres being Lots 5-1R to 5-5R of the D.A. Smith Subdivision and generally located along Avenue A.

Relationship to Strategic Goals:

Diverse & Growing Economy

Recommendation(s): Staff recommends approval of this request conditioned on the construction of an approved secondary access drive meeting Fire Department standards no less than 175 feet away from Lincoln Avenue, a 10’ right-of-way dedication from each lot along Avenue A, and right-of-way chamfers along the lot that abuts Lincoln Avenue. These dedications are necessary to ensure that this development and others along Avenue A continue to be marketable and safe to occupy.

The Planning and Zoning Commission heard this item on January 4, 2024 and voted (5-1) to recommend approval of this item.

Summary: This request is to rezone approximately 1.05 acres of land being five platted lots generally located at 818-826 Avenue A from GS General Suburban to MH Middle Housing and HOO High Occupancy Overlay. The subject properties were platted in 2001 and are currently developed as single-family houses, constructed in 2002. The applicant intends to redevelop the lots to build duplexes. Nearby properties include single-family homes, two multi-family complexes, and a large-scale shopping center.

The Planning and Zoning Commission and City Council previously heard a request to MH Middle Housing on this property from the applicant in July of this year and voted to approve the rezoning with the conditions recommended above, which have not yet been met. Because of the changes to the MH Middle Housing zoning district in September, the applicant will not be able to create their intended shared housing units without this updated rezoning request to include a HOO High Occupancy Overlay. This request is being brought as a City-initiated rezoning request. If the Commission and City Council deny this request, the conditional rezoning to MH Middle Housing will stay in effect.

REZONING REVIEW CRITERIA

1. Whether the proposal is consistent with the Comprehensive Plan:

The subject properties are designated on the Comprehensive Plan Future Land Use & Character Map as Mixed Residential and are within the Texas Avenue and University Drive Redevelopment Area, which is currently undergoing a small area planning process. For the Mixed Residential land use, the Comprehensive Plan provides the following:

Areas appropriate for a mix of moderate density residential development including townhomes,

duplexes, small multifamily buildings (3-12 units), and limited small-lot single family. These areas are appropriate for residential infill and redevelopment that allows the original character to evolve. These areas may serve as buffers between more intense multi-family residential or mixed-use development and suburban residential or neighborhood conservation areas.

The Mixed Residential land use intends to accommodate a walkable pattern of small lots, small blocks, and well-connected street pattern that supports surrounding neighborhoods. Developments in this district should prioritize a mix of housing types and scales located near community facilities or adjacent to commercial or neighborhood centers. The proposed redevelopment of these sites is aligned with that vision.

The zoning districts that are generally appropriate within this land use include middle housing, duplex, townhouse, and limited-scale single-family zoning.

The Comprehensive Plan discusses residential infill and redevelopment in both *Chapter 3, Strong Neighborhoods* and *Chapter 8, Managed Growth*. The plan states, “infill development offers the opportunity to mediate and enhance the identity of neighborhoods.” The plan goes on to mention that infill and redevelopment can create more viable and vibrant places throughout the city. Residential infill, especially in areas of the city designated for redevelopment, improves the efficiency of land use while enhancing the character of surrounding neighborhoods. As a tool for redevelopment, the request allows a mix of housing types with smaller lot sizes.

However, there is a concern when it comes to Fire and Solid Waste access on Avenue A. Fire and Solid Waste personnel already face challenges in trying to serve the current residents. Currently, there is not a sufficient turn around for either department’s larger vehicles, forcing both to do a backing maneuver onto Lincoln Avenue, a major collector. The addition of more dwelling units without the creation of a second access point would undermine the above benefits of infill development, causing this rezoning request to not be consistent with the Comprehensive Plan. Additionally, the right-of way for most of the block on Avenue A is deficient for the construction of a typical residential street. These lots will need to dedicate right-of-way to help establish the proper roadway system for this block.

2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:

The subject property is surrounded by single-family homes to the north, east, and south and commercial development to the west. Development pressure continues to grow as new generations of students, young professionals, families, and seniors move to College Station; allowing and encouraging redevelopment opportunities helps alleviate some of the pressure in the market. The Middle Housing zoning district enables the redevelopment of these lots at an appropriate scale, enabling the increase in residential density on these sites. The residential uses permitted in the MH Middle Housing zoning district are appropriate for the surrounding areas, but access concerns would be worsened with infill density without a secondary access point.

3. Whether the property to be rezoned is physically suitable for the proposed zoning district:

The size and location of the subject properties makes them suitable for single-family houses, townhouses, duplexes, and multiplex uses, although some uses would require replatting of the lots to fit the dimensional standards of the MH Middle Housing zoning district. The proposed use of duplexes

would not require replatting, although, the dedication of the right-of-way and access drive will change the lot dimensions.

4. Whether there are available water, wastewater, stormwater, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:

The existing water and wastewater infrastructure are adequate to support the needs of this development. Drainage and any other infrastructure required with the site development shall be designed and constructed following the BCS Unified Design Guidelines. The subject property fronts Avenue A but could be reoriented to face Eisenhower Street to allow for rear parking off Avenue A. Each residential lot will take access off Avenue A as it is a local street and would not be allowed access from Eisenhower Street as it is a major collector. Avenue A is a road that does not conform to Fire access requirements, which creates issues for Fire and Solid Waste personnel. The proposed use is expected to generate less than 150 trips in any peak hour; therefore, a TIA was not required.

5. The marketability of the property:

The uses allowed by the proposed zoning district are generally marketable for the area. The applicant states that the currently allowed uses are marketable, but not the best use of the property. They mention the properties are close to Texas A&M University and will serve the student population, and duplexes are more appropriate and marketable for these lots. However, if they become more unsafe to live in due to inadequate access, the marketability of this development and other properties on Avenue A will be severely diminished.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Vicinity Map, Aerial, and Small Area Map
3. Background Information
4. Future Land Use Map
5. Rezoning Map

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE NO. 2023-4451 AND 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 GS GENERAL SUBURBAN TO MH MIDDLE HOUSING AND HOO HIGH OCCUPANCY OVERLAY FOR APPROXIMATELY 1.05 ACRES BEING LOTS 5-1 TO 5-5 OF THE D.A. SMITH SUBDIVISION CERTAIN PROPERTIES 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 Ordinance No. 2023-4451, attached hereto and made a part of this Ordinance for all purposes as **Exhibit “A”**, be repealed in its entirety.

PART 2: 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 “B”** and **Exhibit “C”** attached hereto and made a part of this Ordinance for all purposes.

PART 3: 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 4: 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 5: 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, and after satisfying all of the conditions described in **Exhibit “C”**.

PASSED, ADOPTED, and APPROVED this 25th day of January, 2023.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That the following ordinance be repealed in its entirety.

ORDINANCE NO. 2023-4451

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 GS GENERAL SUBURBAN TO MH MIDDLE HOUSING FOR APPROXIMATELY 1.05 ACRES BEING LOTS 5-1 TO 5-5 OF THE D.A. SMITH SUBDIVISION AND GENERALLY LOCATED ALONG AVENUE A CERTAIN PROPERTIES 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:

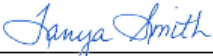
- PART 1:** That Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2 "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A" and Exhibit "B" attached hereto and made a part of this Ordinance for all 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, and after satisfying all of the conditions described in Exhibit "B".

ORDINANCE NO. 2023-4451

Page 2 of 4

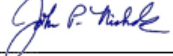
PASSED, ADOPTED, and APPROVED this 27th day of July, 2023.

ATTEST:



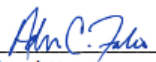
City Secretary

APPROVED:



Mayor

APPROVED:



City Attorney

ORDINANCE NO. 2023-4451

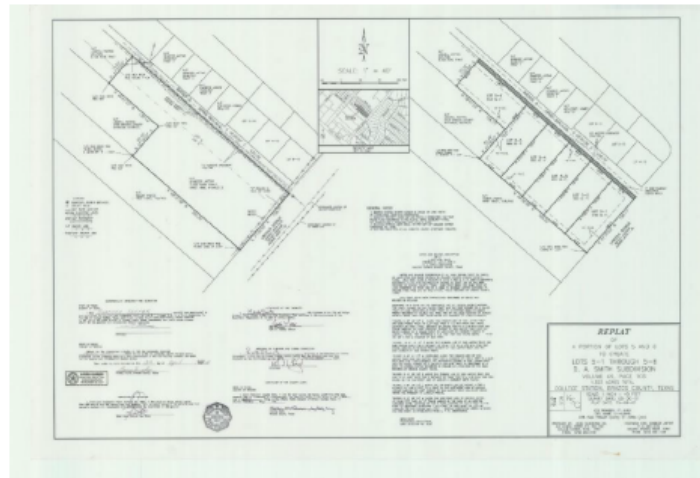
Page 3 of 4

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 as follows:

The following property is rezoned from GS General Suburban to MH Middle Housing:

Lots 5-1 through 5-5 of the D.A. Smith Subdivision



ORDINANCE NO. 2023-4451

Page 4 of 4

Exhibit B

That the following conditions must be satisfied before the rezoning becomes effective:

1. Construction of an approved secondary access drive meeting Fire Department standards no less than 175 feet away from Lincoln Avenue; and
2. Dedication of a 10' right-of-way from each lot along Avenue A and dedication of right-of-way chamfers along the lot that abuts Lincoln Avenue.

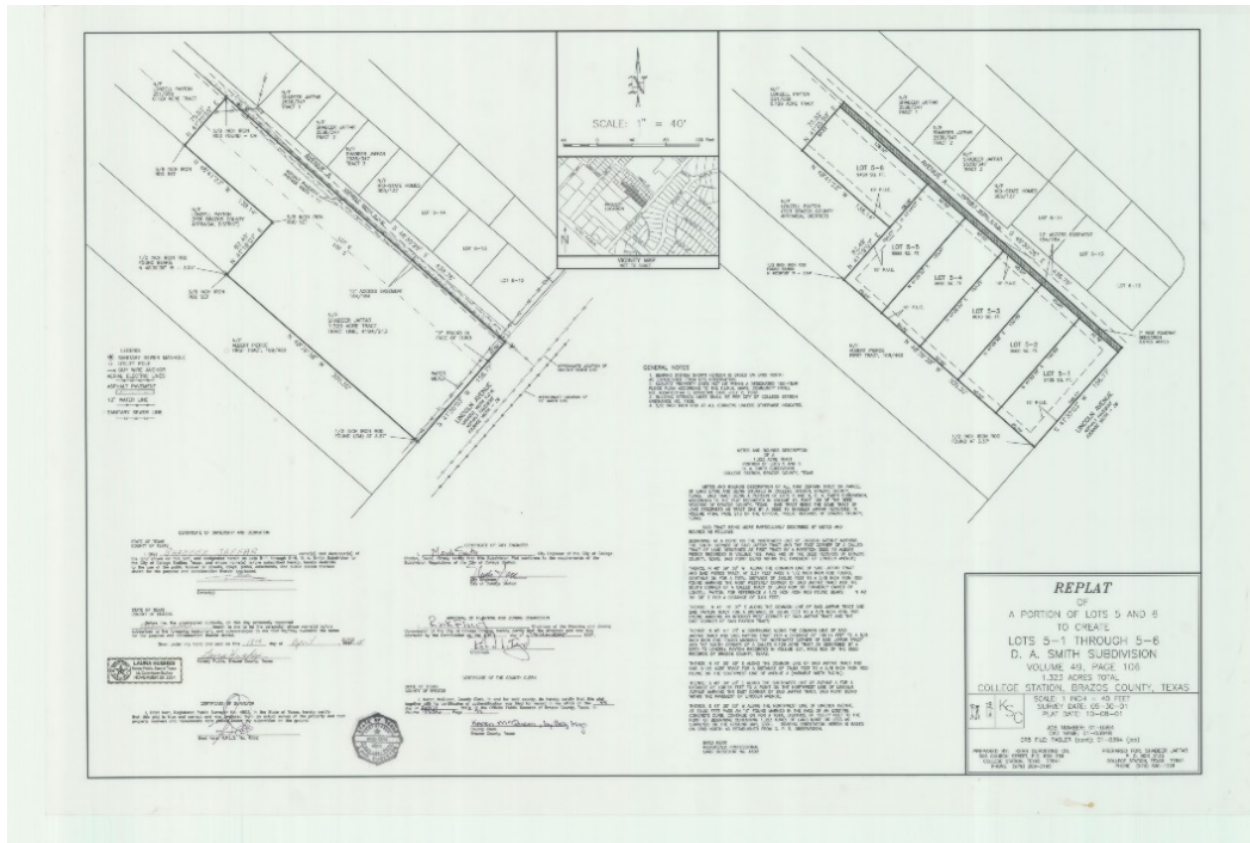


Exhibit B

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 as follows:

The following property is rezoned from GS General Suburban to MH Middle Housing and HOO High Occupancy Overlay:

Lots 5-1 through 5-5 of the D.A. Smith Subdivision



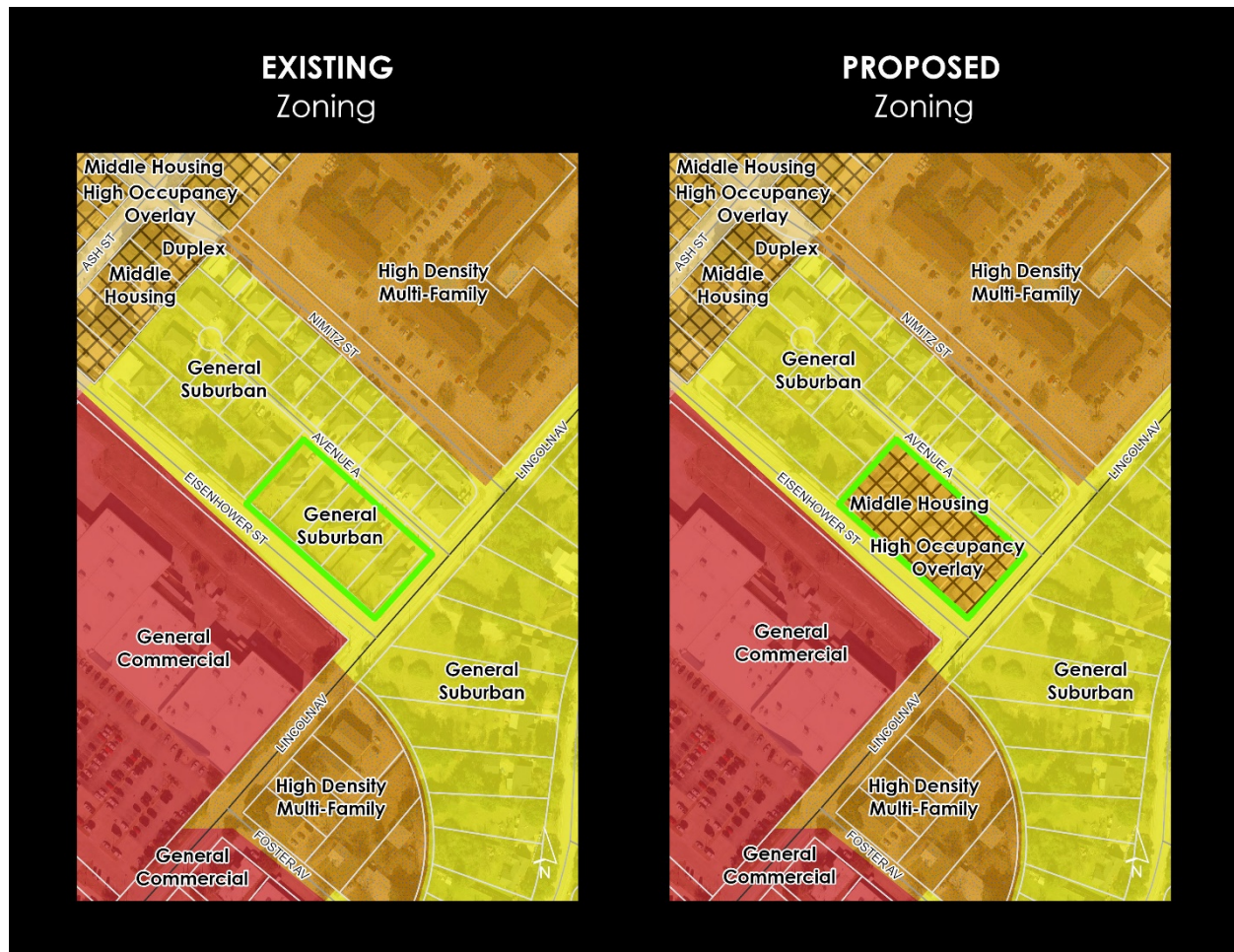


Exhibit C

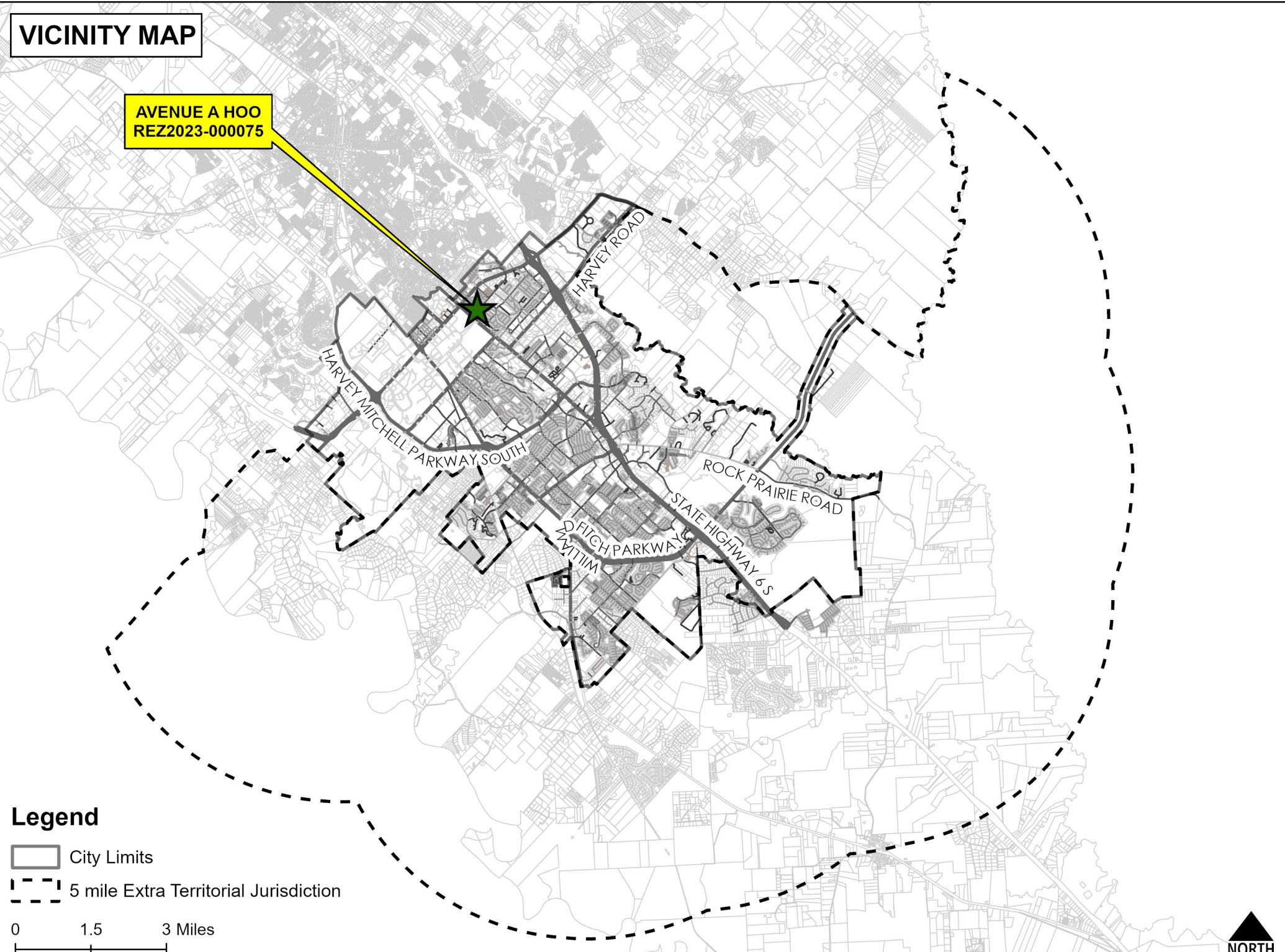
That the following conditions must be satisfied before the rezoning becomes effective:

1. Construction of an approved secondary access drive meeting Fire Department standards no less than 175 feet away from Lincoln Avenue; and
2. Dedication of a 10' right-of-way from each lot along Avenue A and dedication of right-of-way chamfers along the lot that abuts Lincoln Avenue.



VICINITY MAP

AVENUE A HOO
REZ2023-000075

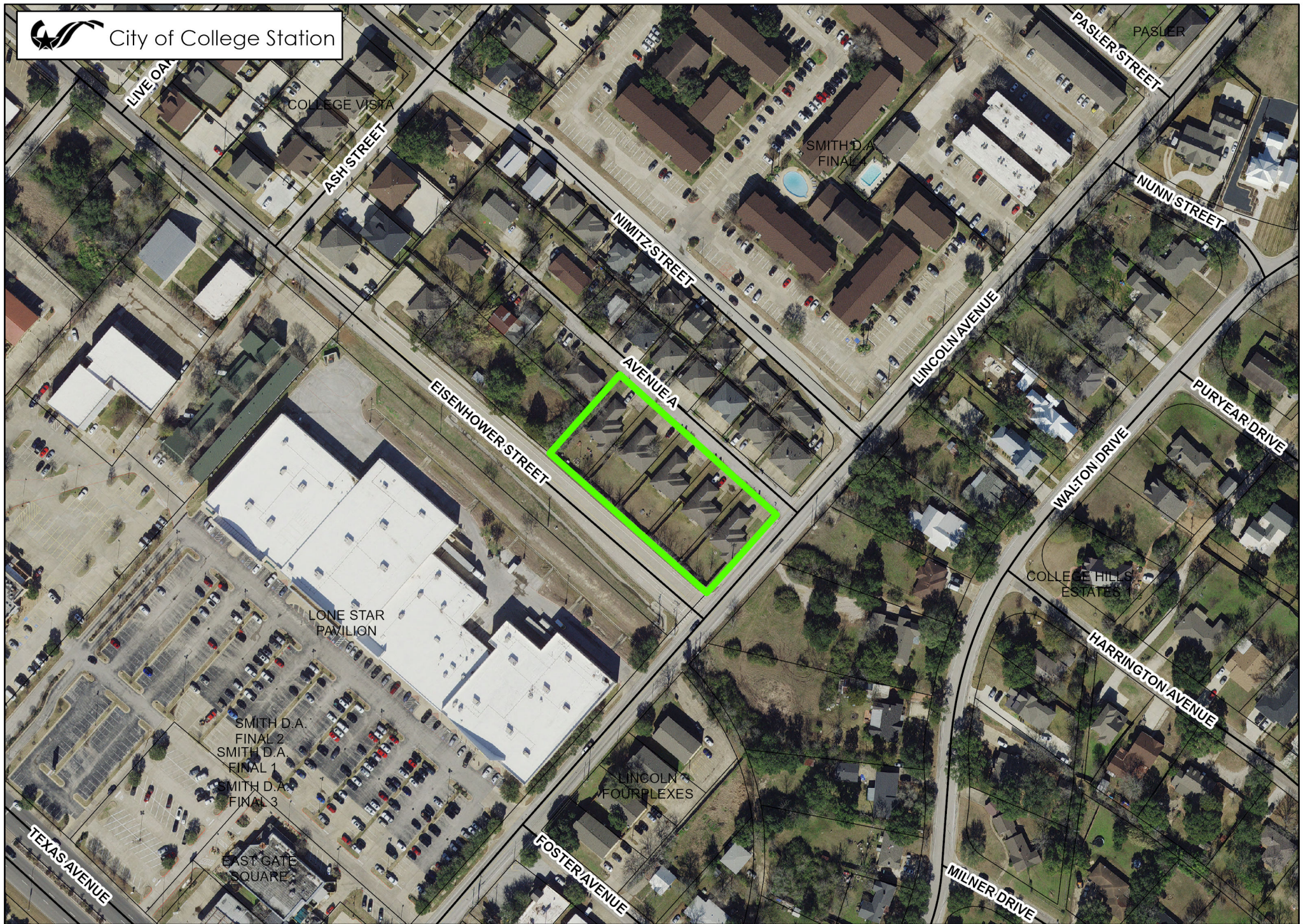


Legend

- City Limits
- 5 mile Extra Territorial Jurisdiction

0 1.5 3 Miles



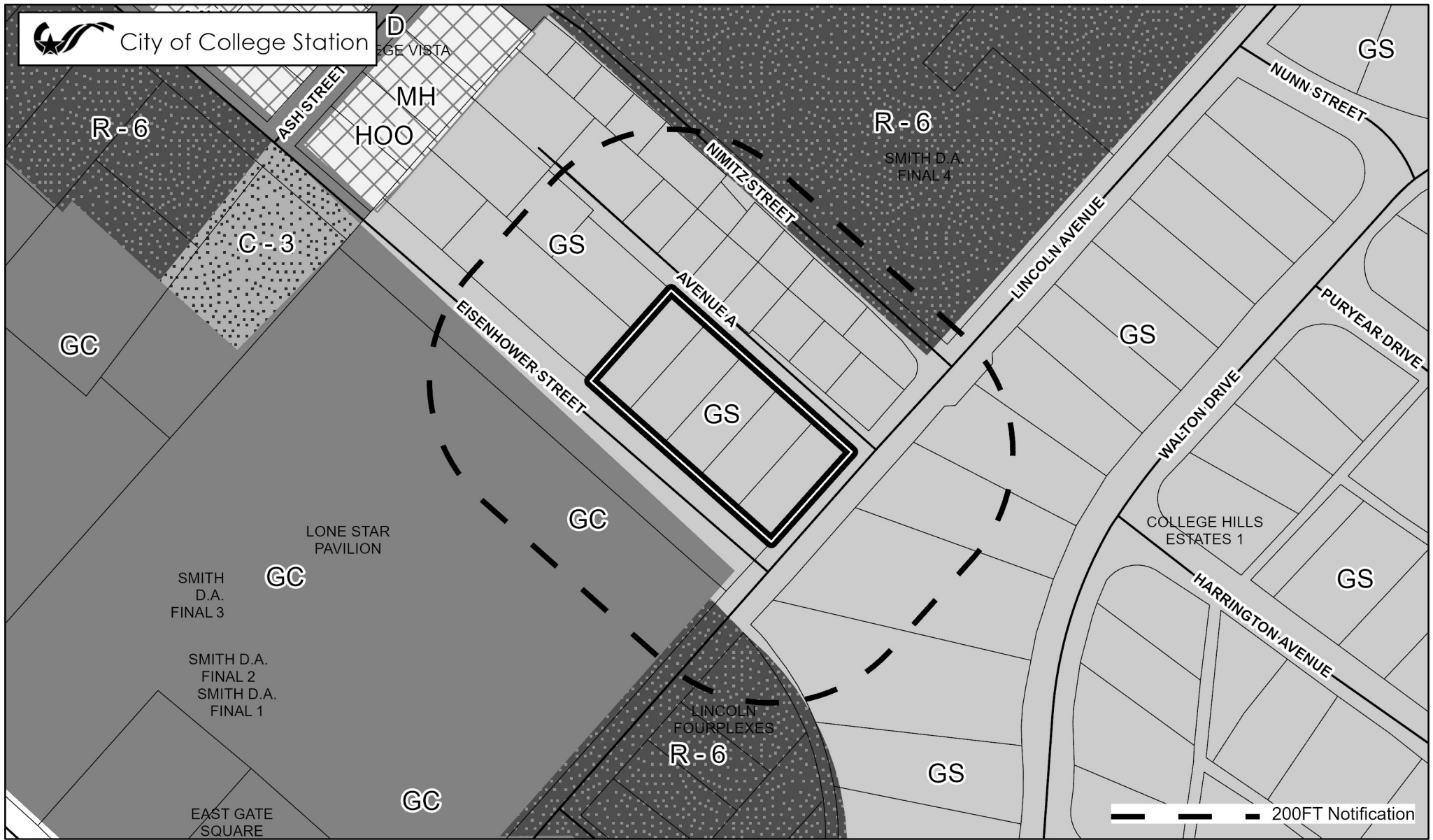


0 175 350 Feet

AVENUE A HOO

Case:
REZ2023-000075

REZONING



ZONING DISTRICTS (In Grayscale)

Residential		MH	Middle Housing
R	Rural	MF	Multi-Family
WE	Wellborn Estate	MU	Mixed-Use
E	Estate	MHP	Manufactured Home Pk.
WRS	Wellborn Restricted Suburban		
RS	Restricted Suburban		
GS	General Suburban		
D	Duplex		
T	Townhome		

Non-Residential	
NAP	Natural Area Protected
O	Office
SC	Suburban Commercial
WC	Wellborn 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
HOO	High Occupancy Ovr.
ROO	Restricted Occupancy 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
C-3	Light Commercial
RD	Research and Dev.
M-1	Light Industrial
M-2	Heavy Industrial



0 165 330 Feet

AVENUE A HOO

Case:
REZ2023-000075

REZONING

BACKGROUND INFORMATION – REZ2023-000075

NOTIFICATIONS

Advertised Commission Hearing Date: January 4, 2024
Advertised Council Hearing Date: January 25, 2024

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:

College Hills HOA

Property owner notices mailed: 25

Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: None at the time of this report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Mixed Residential	GS General Suburban	Detached single family
South	Neighborhood Conservation	GS General Suburban	Detached single family
East	Neighborhood Conservation	GS General Suburban	Detached single family
West	Urban Center	GC General Commercial	Shopping center

DEVELOPMENT HISTORY

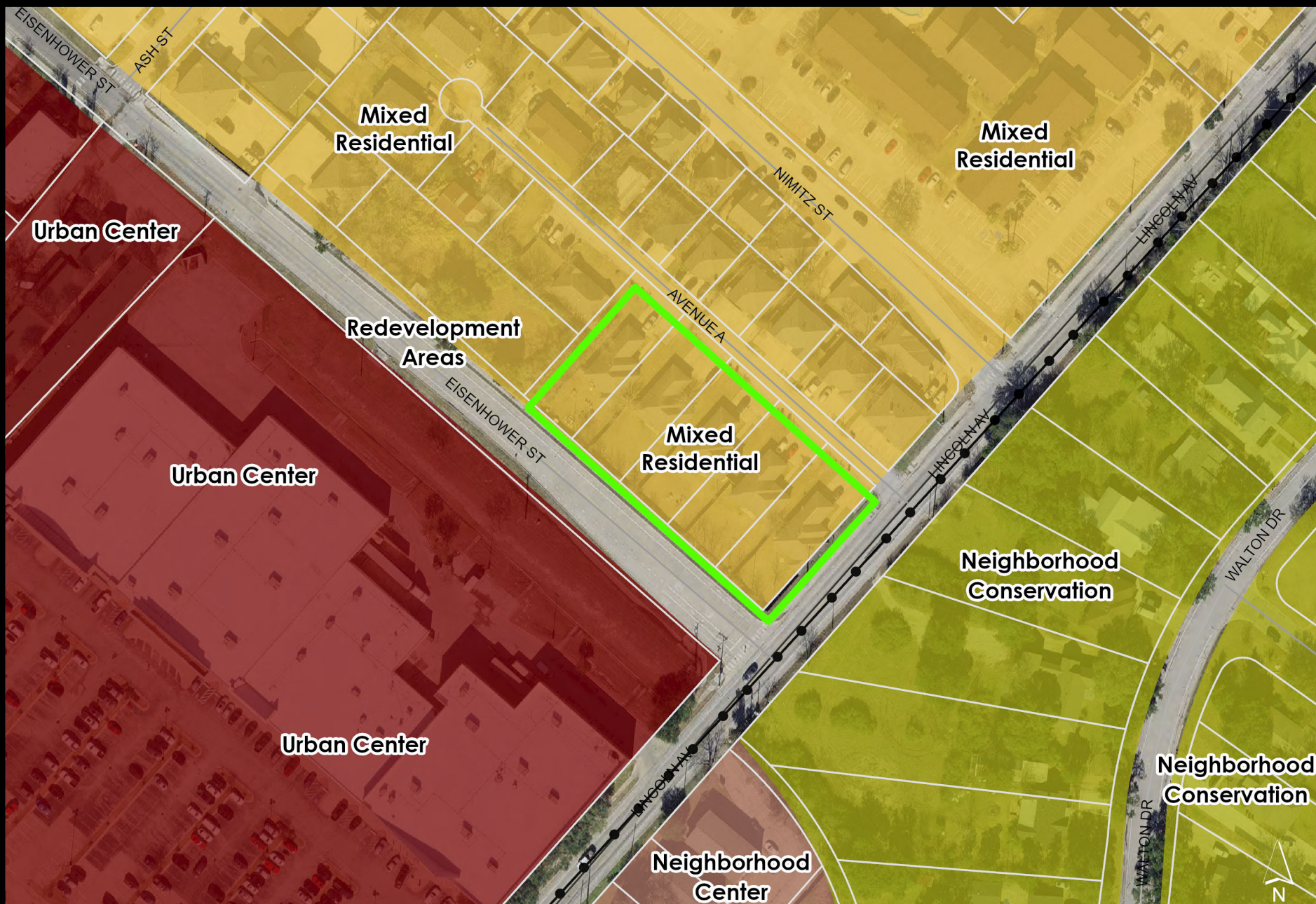
Annexed: April 1951
Zoning: A-O Agricultural Open (1951 upon annexation)
R-3 Apartment Building (year undetermined)
R-1 Single Family Residential (1976)
R-1 Single Family Residential renamed to GS General Suburban (2013)
Conditional rezoning to MH Middle Housing (2023) – see below
Final Plat: D.A. Smith Subdivision
Site Development: Single-family Houses

CONDITIONAL REZONING

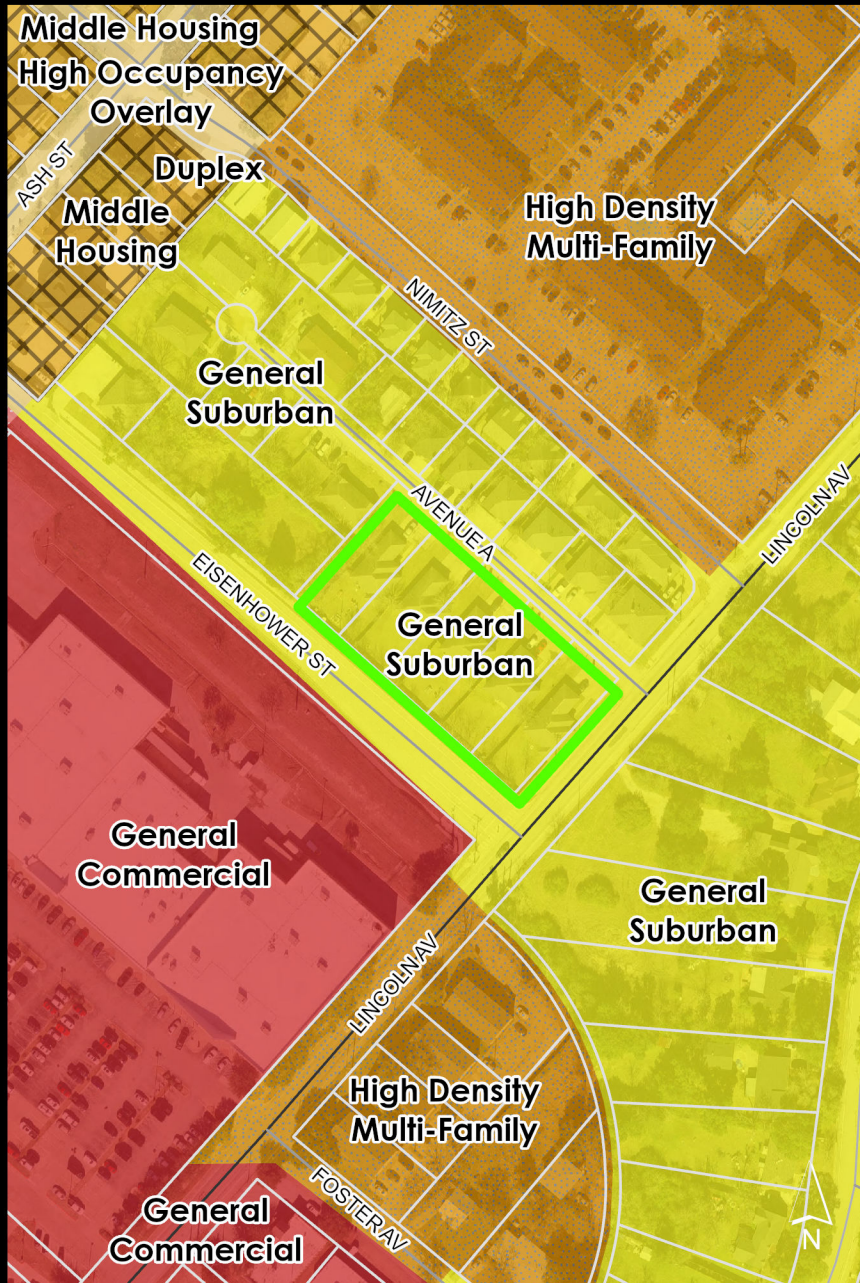
The Planning and Zoning Commission and City Council previously heard a request to MH Middle Housing on this property from the applicant in July of this year and voted to approve a conditional rezoning (the conditions have not yet been met).

EXISTING

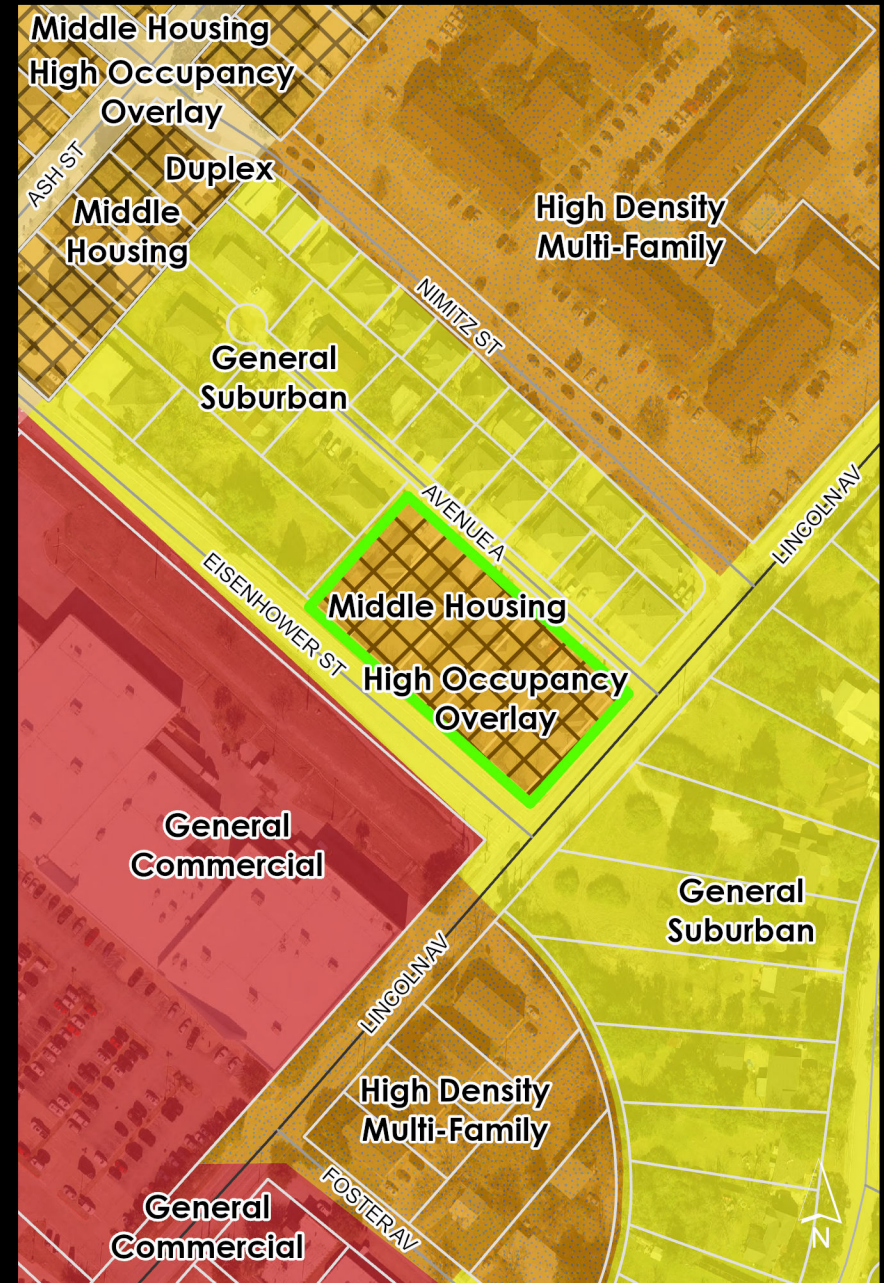
Future Land Use



EXISTING Zoning



PROPOSED Zoning



January 25, 2024

Item No. 8.6.

CDBG Acquisition & Rehabilitation Funding Agreement with Elder Aid

Sponsor:

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a Community Development Block Grant funding agreement in the amount not to exceed \$406,400 with Elder Aid for the acquisition and rehabilitation of a duplex located at 1032 Navarro.

Relationship to Strategic Goals:

Core Services & Infrastructure, Neighborhood Integrity

Recommendation(s): Staff recommends that Council consider approval of the funding agreement with Elder Aid.

Summary: The 2020 - 2024 adopted Community Development Consolidated Plan and the 2024 Annual Action Plan identified the need to work with partners for the development of affordable housing for both homeowners and renters. A Request for Proposal for the Development of Affordable Housing was released on December 15th and one response was received. Elder Aid's proposal included the acquisition and rehabilitation of a duplex located at 1032 Navarro to be used as two units of low-income elderly rental housing. The property will be maintained by Elder Aid for 20 years as an affordable rental unit and a Land Use Restriction Agreement will be utilized as the legal mechanism to ensure the affordability period. The Community Development Block Grant funding agreement for consideration totals \$406,400, which includes \$40,000 for relocation expenses that may or may not be needed.

Elder Aid works to minimize the stress of the elderly as they cope with affordable housing, health and wellness, inadequate funding for basic needs, loneliness, disabilities, and the loss of loved ones. Their mission is to ensure that the elderly in the Brazos Valley remain independent and in the community for as long as possible. Elder Aid has partnered with the City of College Station since 2015 and has received \$2,759,993 to purchase 11 duplexes and construct one house in College Station that created 25 affordable rental units for low-income elderly households.

Budget & Financial Summary: Community Development Block Grant funds are available in the Community Development Budget.

Attachments:

1. CDBG Funding Agreement - Elder Aid 1032 Navarro
2. 1032 Navarro Site Map



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 24300258 PROJECT #: CD2404 BID/RFP/RFQ#: 24-027

Project Name / Contract Description: Elder-Aid 1032 Navarro Drive - A Funding Agreement with Elder-Aid for the acquisition and rehabilitation of two (2) new LMI elderly rental units. This funding agreement allocates CDBG funds to the acquisition and rehabilitation of a duplex at 1032 Navarro Drive.

Name of Contractor: Elder-Aid, Inc.

CONTRACT TOTAL VALUE: \$ 406,400 **Grant Funded** Yes ☒ No ☐

If yes, what is the grant number: B-23-MC-48-0007

Debarment Check ☒ Yes ☐ No ☐ N/A

Section 3 Plan Incl. ☒ Yes ☐ No ☐ N/A

Davis Bacon Wages Used ☐ Yes ☒ No ☐ N/A

Buy America Required ☐ Yes ☒ No ☐ N/A

Transparency Report ☐ Yes ☐ No ☒ N/A

☒ **NEW CONTRACT** ☐ **RENEWAL #** ☐ **CHANGE ORDER #** ☐ **OTHER**

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)

The 2023 Affordable Housing RFP was released on December 15th, 2023 seeking eligible projects and was recieved back December 21st, 2023 with one response. These funds are allocated in the FY24 Community Development Budget. This Funding Agreement accounts for \$406,400.00, the total amount included in the contract, to be funded in full with the City's Community Development Block Grant.

(If required)*

CRC Approval Date*: N/A **Council Approval Date*:** 1/25/2024 **Agenda Item No*:**

--Section to be completed by Risk, Purchasing or City Secretary's Office Only--

Insurance Certificates: DDV **Performance Bond:** N/A **Payment Bond:** N/A **Info Tech:** N/A

SIGNATURES RECOMMENDING APPROVAL

Debbie Eller
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

1/17/2024
DATE

[Signature]
ASST CITY MGR – CFO

1/18/2024
DATE

[Signature]
LEGAL DEPARTMENT

1/18/2024
DATE

APPROVED & EXECUTED

CITY MANAGER
N/A

DATE

MAYOR (if applicable)
N/A

DATE

CITY SECRETARY (if applicable)

DATE

9.12.23 UPDATED

**CITY OF COLLEGE STATION COMMUNITY DEVELOPMENT
BLOCK GRANT FUNDING AGREEMENT**

This Agreement is by and between the CITY OF COLLEGE STATION, a Home Rule Municipal Corporation incorporated under the laws of the State of Texas (hereinafter referred to as the "City"), and ELDER-AID, INC., a private non-profit agency (hereinafter referred to as "Agency").

WHEREAS, the City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the City wishes to engage Agency in utilizing such funds; and

WHEREAS, the City desires to assist Agency in the acquisition, rehabilitation, or new construction of housing unit(s) for the purpose of providing affordable rental unit(s) for income eligible tenants through funds provided by the Community Development Block Grant (hereinafter referred to as "CDBG") program administered by the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") (Federal Award Identification CFDA 14.218 and Federal Award Date 10/1/2023); and

NOW, THEREFORE, FOR AND IN CONSIDERATION of funding in an amount not to exceed FOUR HUNDRED SIX THOUSAND FOUR HUNDRED and 00 /100 DOLLARS (\$406,400.00) to be paid to Agency by the City as set forth herein below, the City and Agency covenant and agree as follows:

**ARTICLE I
STATEMENT OF WORK**

1.01 Agency will provide no less than two (2) affordable rental units in the City of College Station to be rented to elderly households at or below 60% of the Area Median Incomr ("Project"). Agency shall provide services as specified in the Detailed Statement of Work attached as Exhibit A. Agency shall provide such services utilizing CDBG funds as specified in the Budget attached as Exhibit B.

**ARTICLE II
PAYMENT**

2.01 During the City's Fiscal Year Budget 2024, City shall fund Agency, in an amount not to exceed FOUR HUNDRED SIX THOUSAND FOUR HUNDRED and 00 /100 DOLLARS (\$406,400.00), for services or expenditures as referenced in Article I of this Agreement.

2.02 No funds will be distributed until City receives either, (1) Reimbursement Request Form along with all required receipts, bills, payroll records, canceled checks and other proofs of

expenditures, as determined by City, in its sole discretion, or (2) an proposed settlement statement (HUD-1) representing eligible expenditures under this Agreement approved by City. Agency may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount of money needed to pay eligible costs actually incurred, and may not include amounts for prospective or future needs. Unexpended funds may be reallocated. Unexpended funds will remain in the possession of City.

2.03 This Agreement and the payments made herein, are contingent upon receipt by City of U.S. Department of Housing and Urban Development Community Development Block Grant funds and the City of College Station City Council funding approval. Should funds be unavailable, discontinued or disapproved, this Agreement may be revised or terminated as determined by the HUD or the City, in their sole discretion.

2.04 The City retains the right, in its sole discretion, to recapture and seek full reimbursement from Agency for any funds used for prohibited activities, prohibited purposes, or usages of funds which cause a breach of this Agreement.

ARTICLE III TERM

3.01 The term of this Agreement shall commence on January 25th, 2024 and the Project shall be completed by January 25th, 2025, or until the date in which funds awarded by the City are completely expended by Agency, unless the Agreement is terminated as provided for herein. This Agreement will remain valid throughout the "Period of Affordability", which will be fifteen (15) years.

3.02 Agency agrees to impose restrictive covenants on property funded through this Agreement, in the form of a Land Use Restriction Agreement ("LURA"). The LURA will be in a form approved by the City and will continue for the duration of the Period of Affordability.

3.03 The term of this Agreement may be extended by mutual agreement of the parties, in writing, provided that the City has approved and budgeted sufficient funds from the current budget year to satisfy any additional expenditures that result from such extension.

ARTICLE IV BENEFICIARY POPULATIONS

4.01 Direct services provided through programs supported by CDBG shall target residents of College Station and Bryan whose annual family income is at or below 80% of the median family income for the College Station Metropolitan Statistical Area as established by the U.S. Department of Housing and Urban Development Income Limits attached as Exhibit E. All of the clients served through this program must be determined to be at or below 80% of the median family income.

4.02 Annually or as tenant occupancy changes, whichever occurs earlier, the Agency will submit to the City a copy of the lease and proof of income of the tenants occupying the units. This information will be submitted for the duration of the affordability period as noted in the Land Use

Restriction Agreement.

4.03 Agency agrees not to prohibit a Section 8 tenant from occupying a funded unit. Agency is not prohibited from conducting a background check on credit history or criminal history.

ARTICLE V VERIFICATION OF INCOME

5.01 Verification of income will be pursuant to 24 CFR 5.609 . Agency shall document income verification for low-income beneficiaries receiving assistance through programs supported by CDBG funds and may use the following documents for verification:

- (a) W-2 Forms.
- (b) 1040 Forms.
- (c) Pay check stubs.

5.02 In lieu of the above documents, Agency may substitute:

- (a) Documentation of client participation in other programs of public assistance including Temporary Assistance for Needy Families Program (TANF), Supplemental Security Income (SSI), Food Stamps, Low-Income Energy Assistance, Title XX General Assistance, Public Housing, Section 8 Rental Assistance, Job Training Partnership Act (JTPA) or similar income tested programs having the income qualification criteria at least as restrictive as that used under the Section 8 low-income limit established by HUD;
- (b) Evidence that the assisted person is homeless; or
- (c) A notice that the assisted person is a referral from a state, county or local employment agency or other entity that agrees to refer individuals it determines to be low and moderate-income persons based on HUD's criteria and agrees to maintain documentation supporting these determinations.

5.03 Recipients of services designed to meet critical emergency needs such as, assistance to abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, persons living with AIDS and migrant farm workers do not need to meet an income test.

ARTICLE VI PROGRAM INCOME

6.01 Agency shall report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Agency shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, Agency may use such income during the term of this Agreement for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the Agreement period. Any interest earned on

cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

ARTICLE VII RECORDS AND REPORTS

7.01 Agency shall maintain fiscal records and supporting documents in the form of receipts, canceled checks, payroll records, employee time sheets and other mutually agreed upon documentation to verify all expenditures of funds under the terms of this Agreement. Said documentation shall conform to HUD and the City's accounting practices. Said documentation and accounting principles shall comply with 2 CFR 200, including the utilization of adequate internal controls.

7.02 Agency shall maintain written records and supporting documents as required under this Agreement for all applicable, generally accepted, and required administrative and operating policies. Agency shall maintain such records, accounts, reports, files or other documents for a minimum of four (4) years beginning with the submission of the Consolidated Annual Performance and Evaluation Report for the fiscal year 2024. City and HUD's right to access Agency's files shall continue during this period and for as long as the records are retained past the minimum four (4) year period by Agency.

7.03 Agency shall provide the City and HUD representative reasonable access during regular business hours to any financial records, client records, administrative reports, board documentation, files or other papers belonging to or in use by Agency.

7.04 Agency shall submit activity reports to the City on an annual basis. The format of such reports shall be prescribed by the City. Annual reports will be due no later than October 30th of each year during the term of this Agreement. Failure to provide timely and complete reports may result in forfeiture of funds or termination of this Agreement pursuant to Article VIII herein.

7.05 The City reserves the right to carry out regular and periodic field inspections to ensure compliance with the requirements of this Agreement. After each monitoring visit, City shall provide Agency with a written report of the monitor's findings. If the monitoring reports note deficiencies in Agency's performances under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by Agency. Failure by Agency to take action specified in the monitoring report may be cause for suspension or termination of this Agreement as provided in Article VIII of this Agreement. In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed by the Parties hereto that if Agency fails to promptly submit to City any report required by this Agreement, City may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Agency hereunder. If City withholds such payments, it shall notify Agency in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by City until such time as Agency fully cures or performs any and all delinquent obligations which are identified as the reason funds are withheld

ARTICLE VIII AGREEMENT SUSPENSION/TERMINATION

8.01 The City has the right to terminate this Agreement, in whole or in part, at any time if the City determines that Agency has failed to comply with any part of this Agreement or if funds are unavailable, discontinued or disapproved, as determined by the City or HUD, at their sole discretion. In addition, the City has the right, in its sole discretion, to terminate this Agreement if it determines that the information contained in its application for CDBG funding was materially incorrect, if the City determines that Agency is not delivering the services approved in its application for CDBG funding, if Agency fails to file the reports required under Article VII of this Agreement, or if Agency fails to fulfill any other obligations required under this Agreement.

8.02 The City retains the right to terminate this Agreement, in whole or in part, at any time, for convenience.

8.03 The City shall notify Agency, in writing, thirty (30) days prior to the date of termination. The notice shall include the reason for termination and the effective date of termination.

8.04 If this Agreement is terminated for any of the reasons referenced in Section 8.01 hereinabove, excluding funding discontinuance or disapproval, Agency shall have the right to attempt to cure its failure, during the thirty (30) day period prior to termination to the satisfaction of the City at the City's sole discretion. The City retains the right to terminate this Agreement, in whole or in part, at any time, for convenience.

8.05 Either party to this Agreement has the right to terminate this Agreement, in whole or in part, upon the mutual written agreement of the parties that the continuation of the activities funded under this Agreement would not produce beneficial results commensurate with the further expenditure of funds.

ARTICLE IX REVERSION OF ASSETS

9.01 Upon the expiration of the term of this Agreement, the Agency shall transfer to City any CDBG Grant funds on hand at the time of expiration and any accounts receivable attributable to the use of Grant funds. Any real property under Agency's control that was acquired or improved in whole or in part with Grant funds in excess of \$25,000 shall:

- (a) be used to meet one of the national objectives of the Federal CDBG until five (5) years after expiration of this Agreement, or for such a longer period of time as determined to be appropriate by the City; or
- (b) be disposed of in a manner which results in City being reimbursed in the amount of the fair market value of the property less any portion thereof attributable to

expenditures of non-CDBG funds for acquisition of or improvement to the property. Such reimbursement is not required after the period of time specified above.

ARTICLE X ADMINISTRATIVE REQUIREMENTS

10.01 City and Agency agree to perform their duties in relation to this Agreement in compliance with all applicable HUD regulations.

10.02 Agency shall administer this Agreement in compliance with U.S. Department of Housing and Urban Development applicable Uniform Administrative Requirements, 2 CFR 200 as modified by 24 CFR 570.502.

10.03 Non-federal entities that receive at least seven hundred fifty thousand dollars (\$750,000) a year in Federal Awards shall have an audit made in accordance with the requirements set forth in 2 CFR 200.501. If applicable, Agency will provide a financial audit within three (3) months of the ending of their fiscal year covered by this Agreement.

ARTICLE XI CIVIL RIGHTS COMPLIANCE

11.01 Agency hereby agrees and binds itself that no person shall, on the ground of race, color, national origin, religion, sex, age or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance, such as is provided under this Agreement, in compliance with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

11.02 Agency hereby agrees and binds itself that no person shall, on the ground of race, color, religion (creed), national origin, sex, age, reprisal or disability be discriminated against in any phase of employment during the performance of this Agreement. Further, Agency shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship. Agency agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act are still applicable.

11.03 This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement, Agency shall cause or require

a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. Agency, in undertaking its obligation to carry out the Program, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

11.04 Agency agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The City shall provide Agency with any guidelines necessary for compliance with that portion of the regulations in force during the time of this Agreement.

ARTICLE XII ENVIRONMENTAL REQUIREMENTS

12.01 Agency understands and agrees that by the execution of this Agreement, City shall assume the responsibilities for environmental review, decision making, and other action which would otherwise apply to City in accordance with and to the extent specified in 24 CFR 58. In accordance with 24 CFR 58.77(b), Agency further understands and agrees that City shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

12.02 City shall prepare and maintain a written Environmental Review Record for this project in accordance with 24 CFR 58 to ensure compliance with the National Environmental Policy Act (NEPA). Agency must also maintain a copy of the Environmental Review Record in Agency's project file. City shall document its compliance with such other requirements in its environmental review file.

ARTICLE XIII EMPLOYMENT AND CONTRACTING OPPORTUNITIES

13.01 In accordance with Executive Order 11246, as amended and the regulations issued pursuant thereto, Agency hereby agrees and binds itself that no person shall, on the ground of race, color, religion (creed), national origin, sex, age, reprisal or disability be discriminated against in any phase of employment during the performance of this Agreement. Further, Agency shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship.

13.02 In accordance with Section 3 of the Housing and Urban Development Act of 1968, Agency agrees that, to the greatest extent feasible, opportunities for training and employment will be given to low and moderate income persons residing within the City of College Station, and, to the greatest extent feasible, contracts for work in connection with the project will be awarded to eligible business concerns which are located in or owned by persons residing in the City of College Station.

13.03 Agency will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Agency may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

13.04 Agency is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

13.05 Agency agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Agency agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. Agency shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. Agency agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Agency of its obligation, if any, to require payment of the higher wage. Agency shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

13.06 "Section 3" Clause - Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the City, Agency and any of the Agency's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, Agency and any of Agency's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. Agency certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

Agency further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the city in which the project is located.”

Agency further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. Agency certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

Agency agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

Agency will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. Agency will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

13.07 Subcontracts - Agency shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City prior to the execution of such agreement. Agency will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. Agency shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. Agency shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements.

Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

13.08 Hatch Act - Agency agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of 5 U.S.C Pt. II, Ch. 15

13.09 Lobbying – Agency hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C §1352 Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE XIV

ARCHITECTURAL BARRIERS ACT AND AMERICANS WITH DISABILITIES ACT

14.01 In accordance with the Architectural Barriers Act of 1968, 42 U.S.C. §§ 4151-4157, Agency agrees to abide by laws and regulations requiring certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered.

14.02 In accordance with standards that ensure accessibility to, and use by, persons with physical disabilities. A building or facility designed, constructed, or altered with funds allocated or

reallocated, and that meets the definition of "residential structure" as defined in 24 CFR 40.2 is subject to the requirements of this Act and shall comply with the Uniform Federal Accessibility Standards.

14.03 In accordance with the Americans with Disabilities Act 42 U.S.C. §12131; 47 U.S.C. §§ 155, 201, 218 and 225 (ADA), the Agency agrees to comply with the provision of comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable.

ARTICLE XV USE OF DEBARRED, SUSPENDED, INELIGIBLE CONTRACTORS OR SUBRECIPIENTS

15.01 Agency agrees and binds itself that it has not and will not directly or indirectly employ, award contracts to, or otherwise engage the services of any contractor or other subrecipient of CDBG monies during any period of that agency's or subrecipient's debarment, suspension, or placement in ineligible status under the provisions of 2 CFR 200.214.

ARTICLE XVI CONFLICT OF INTEREST

16.01 Agency agrees to abide by the provisions of 2 CFR 200 and 24 CFR 570.611, which include maintaining a written code or standards of conduct governing the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds

16.02 Agency certifies that no employee, agent, consultant, officer, elected or appointed official of the Agency who exercises or has exercised any functions or responsibilities with respect to CDBG activities or who is in a position to participate in a decision-making process or gain inside information with regard to such activities has or will have any personal or financial interest or benefit to obtain from this Agreement and the CDBG-assisted activity, nor any interest in any contract, subcontract or Agreement with respect thereto, or the proceeds thereunder, either for the official or those with whom they have family or business ties, either during the official's tenure or for one year after completion of the Agreement term.

ARTICLE XVII WHERE AGENCY IS A RELIGIOUS ENTITY

17.01 Where Agency is a religious entity, Agency certifies that all CDBG funds shall be used wholly for secular purposes. Agency agrees and binds itself that it will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion. Agency agrees and binds itself that it will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of public services

funded by this Agreement.

ARTICLE XVIII RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

18.01 Agency agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. Agency shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. Agency also agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

ARTICLE XIX INDEMNIFICATION AND RELEASE

19.01 Agency agrees to indemnify and hold harmless the City, its officers, agents, volunteers, and employees from and against any and all loss, costs, or damage of any kind, nature, or description that may arise out of or in connection with this Agreement whether or not the claim or cause of action results from any negligence of the City or any of its officers, agents, or employees. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

19.02 Agency assumes full responsibility for the work to be performed and services to be provided hereunder, and hereby releases, relinquishes and discharges the City, its officers, agents, volunteers, and, employees from any and all claims, demands, causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death of, any person (whether employees or agents of either of the parties hereto or third persons) and any loss of or damage to property (whether the property is that of either of the parties hereto or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Agency's work or services provided hereunder whether or not said claims, demands, or causes of actions are covered in whole or part by insurance. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

ARTICLE XX INSURANCE

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

19.02 The Agency's insurance shall list the City of College Station, its employees, agents, volunteers, and officials as additional insureds. Insurance requirements are as set forth below. Certificates of insurance evidencing the required insurance coverages are attached in Exhibit C.

During the term of this Agreement the Agency's insurance policies shall meet the minimum requirements of this section:

19.03 Types. Agency shall have the following types of insurance:

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

19.04 General Requirements Applicable to All Policies. The following General requirements 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 C; and shall be approved by the City before work begins.
- (c) Agency 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.

19.05 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 naming 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

\$1,000,000.00. 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 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.

19.06 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 rating under the current A. M. Best Key Rating Guide.
- (b) Policies shall contain an endorsement naming 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.

19.07 Workers' Compensation/Employer's Liability Insurance. Workers' Compensation/Employer's Liability insurance shall include the following terms:

- (a) Employer's Liability minimum limits of liability not less than \$500,000 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 XXI GENERAL PROVISIONS

20.01 The parties to this Agreement agree and understand that Agency is an independent contractor and not an agent or representative of the City and that the obligation to compensate its employees and personnel furnished or used by Agency to provide the services specified in Article I shall be the responsibility of Agency and shall not be deemed employees of the City for any purpose.

20.02 The City's Community Services Department shall provide "technical" assistance to Agency as requested and as mutually agreed upon in the performance of Agency's duties under this Agreement. "Technical" assistance is described as including, but not limited to staff assistance to ensure compliance to CDBG regulations and to ensure that proper accountability and program delivery results are achieved; and providing orientation to Agency staff and board members regarding CDBG regulations and procedures. The provision of "technical" assistance is dependent on time constraints and priorities of the Community Services Department staff, at City's sole discretion. **City shall have no liability to Agency or any third party in providing any "technical" assistance.**

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

20.04 This Agreement has been made under and shall be governed by the laws of the State of Texas.

20.05 Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

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

20.07 Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

20.08 The parties acknowledge that they have read, understand, and intent to be bound by terms and conditions of this Agreement.

20.09 This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.

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

20.11 Invalidity. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

20.12 Prioritization. Agency and City agree that City is a political subdivision of the State of

Texas and is thus subject to certain laws. Because of this there may be documents or portions thereof added by Agency to this Agreement as exhibits that conflict with such laws, or that conflict with the terms and conditions herein excluding the additions by Agency. In either case, the applicable law or the applicable provision of this Agreement excluding such conflicting addition by Agency shall prevail. The parties understand this section comprises part of this Agreement without necessity of additional consideration.

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

20.14 Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as named herein. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

Agency: Attn: Carol Jones
 Elder-Aid, Inc.
 307 S. Main Street, Suite 202
 Bryan, TX 77803

City: Attn: Joshua Brooks
 Community Services Department
 City of College Station
 1101 Texas Ave.
 P.O. Box 9960
 College Station, Texas 77842

20.15 To the extent applicable, this Agreement is subject to the following:

- (a) Boycott Israel. If this Agreement is for goods and services subject to § 2271.002 Texas Government Code, Agency verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Agreement;
- (b) Boycott Firearms. If this Agreement is for goods and services subject to § 2274.002 Texas Government Code, Agency verifies that it i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and

- (c) Boycott Energy Companies. Subject to § 2276.002 Texas Government Code, Agency herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Agreement.

List of Exhibits

- A Statement of Work
- B Budget
- C Certificates of Insurance
- D Reimbursement Request
- E HUD Income Limits
- F Project Compliance Report
- G HOME Rents

ELDER-AID, INC

CITY OF COLLEGE STATION

By: Carol Jones

By: _____

Printed Name: Carol Jones

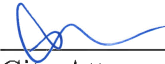
City Manager

Date: _____

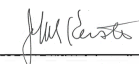
Title: Executive Director

Date: 1/17/2024

APPROVED:



City Attorney
Date: 1/18/2024



Assistant City Manager / CFO
Date: 1/18/2024

EXHIBIT A
DETAILED STATEMENT OF WORK

ELDER-AID, INC. will use funds under this contract exclusively for the acquisition of the following project;

Elder-Aid, Inc., is proposing to purchase 1 duplex for the purpose of rehabilitation and providing affordable rental units for income eligible tenants. Elder Aid Inc. intends to target all applicants at or below 60% of the Area Median Income (AMI) and those applicants that are in transition from homelessness.

It is Elder-Aid, Inc.'s intent to purchase the following property and rehabilitate both units contained within for low- to moderate- income rental use as a part of their Affordable Rental Program. This property will be located in College Station and available for rent soon after rehabilitation.

Properties proposed for purchase are as follows:

The lot at:
1032 Navarro Drive, College Station, TX, 9,825 sqft.

These units will be made available for lease to income-eligible households at or below 60% of the Area Median Income for the duration of the LURA.

Agency shall dedicate all easements required by the City, including blanket easements which shall be substituted with as-built easements for all City utilities.

Agency is not prohibited from conducting a background check, including credit history and criminal history.

The project must be completed no later than January 25th, 2025, and the contract shall be considered completed when the following terms are met: Proof of Ownership of referenced property, Waiver of Lien & Affidavit of Bills paid by Contractor & Agency, and within six (6) months from issuance of the Certificate of Occupancy, said units must be occupied by an eligible resident.

Payment by City on valid and eligible invoices shall not exceed the maximums established in Exhibit B, Budgets.

**EXHIBIT B
BUDGET**

Agency: ELDER-AID, INC.

SOURCES OF FUNDS: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Maximum Proceeds of grant under the Agreement

USES OF FUNDS:

Acquisition Costs (Land, Building)*.....	\$280,000.00
URA Required Funding.....	\$40,000.00
Infrastructure Costs.....	\$0.00
Construction/Rehabilitation Costs.....	\$50,000.00
Financing Costs.....	\$1,000.00
Professional Fees (Architect, Engineering, Legal, etc.).....	\$1,000.00
Developer Fees.....	\$33,400.00
Other Soft Costs (Title, Appraisal, Taxes, Insurance).....	\$1,000.00
Total.....	\$406,400.00

*At least 1 plot of land at 1032 Navarro Drive

EXHIBIT C
CERTIFICATES OF INSURANCE



ELDEINC-01

MWELDER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/14/2023

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 have ADDITIONAL INSURED provisions or 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 Jones & Associates Inc. 1580 Copperfield Pkwy College Station, TX 77845	CONTACT NAME: Hunter Lapp PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: hunter@jonesinsurance.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Nautilus Insurance Company INSURER B: Hochheim Prairie Farm Mutual Ins. INSURER C: Texas Mutual Workers' Compensation Ins INSURER D: United States Fire Insurance Co INSURER E: Travelers Casualty & Surety Co INSURER F:
INSURED Elder-Aid, Inc. 307 S Main St, Suite 202 Bryan, TX 77803-6949	NAIC # 17370 31054 22945 21113 19038

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	X	NN1617322	11/2/2023	11/2/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			BO-5678342	1/13/2023	1/13/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	X 0001220341	3/10/2023	3/10/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Accident			US1674586	1/13/2023	1/13/2024	Benefit Amt 15,000
E	Surety			106406989	11/5/2022	11/5/2025	1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of College Station
1101 Texas Avenue
College Station, TX 77840

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

Maddie Welder

EXHIBIT D **REIMBURSEMENT REQUEST FORM**



CITY OF COLLEGE STATION

COMMUNITY SERVICES DEPARTMENT COMMUNITY DEVELOPMENT BLOCK GRANT REIMBURSEMENT REQUEST FORM

AGENCY:			
CONTRACT EXPENSES:	BUDGETED	CURRENT REQUEST	YEAR TO DATE REQUESTED
	\$	\$	\$
(INVOICES OR ACCEPTABLE ALTERNATIVE DOCUMENTATION MUST BE SUBMITTED)			
TOTAL	\$	\$	\$
REIMBURSEMENT REQUEST		\$	
EXPENSES FOR THE PERIOD OF:			
AMOUNT REMAINING IN CDBG CONTRACT	\$		

I hereby request reimbursement for approved program expenses to date in the amount of \$ _____.

Signature of Authorized Agency Representative

Date

Contract Number: 24300258
CDBG Funding Agreement
Form 11-01-2023

Agency's Certification and Reimbursement Request Form

Agency Name	Contract #
Program Name	
Name of Agency Contact	Agency's Address

I. Agency's Certification and Reimbursement Request

I hereby certify:

- ☐ The information presented on this form is true and complete to the best of my knowledge;
- ☐ All programs and services have been executed in accordance with the terms and requirements of the contract;
- ☐ All expenses for which payment is being requested herein were incurred by the above-referenced program(s);
- ☐ All approved Board minutes and agendas have been received by the Community Services Department;
- ☐ A signed and dated Client Report, Narrative Report, and Fund-Raising Report have been received by the Community Services Department;
- ☐ All supporting documentation to substantiate this request has been received by the Community Services Department.
- ☐ The agency is in full compliance with the terms and conditions of the above referenced contract.

I hereby request reimbursement for approved program expenses to date in the amount of \$ _____.

Signature of Authorized Agency Representative

Date

II. Monitor's Certification

I have reviewed the documents submitted for the _____ quarter by the above-referenced agency and agree that all services and expenditures have been satisfactorily completed in accordance with all applicable requirements and terms of the above referenced contract number.

I hereby approve payment to the agency in the amount of \$ _____.

Signature of Monitor

Date

III. Director of Community Services' Certification

I hereby approve payment to the agency in the amount of \$ _____.

Signature of Director of Community Services

Date

EXHIBIT E
HUD INCOME LIMITS

2023 MEDIAN INCOME LIMITS
City of College Station
Community Services

This list supersedes all other lists of prior dates.

Household	30%	50%	80%
1	\$16,900	\$28,150	\$45,050
2	\$19,720	\$32,300	\$51,450
3	\$24,860	\$36,200	\$57,900
4	\$30,000	\$40,200	\$64,300
5	\$35,140	\$43,450	\$69,450
6	\$40,280	\$46,650	\$74,600
7	\$45,420	\$49,850	\$79,750
8	\$50,560	\$53,100	\$84,900

The left column (Household) refers to the number of people in the home. The highlighted column (80%) refers to your maximum income allowed per year by HUD guidelines.

Source: <https://www.huduser.gov/portal/datasets/il.html#2023>

EXHIBIT F
PROJECT COMPLIANCE REPORT

A	B	C	D	E	F	G	H
Unit Number	Tenant Name	Household Size	No. Bedrooms	Max Rent	Monthly Rent	Tenants Annual Gross Income	Compliance Y/N?

1032 Navarro Drive Site Map



January 25, 2024
Item No. 8.7.
Fire Station #7 Design Contract

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a design contract with Martinez Architects, LP. in the amount of \$925,000 for design services for the Fire Station 7 Project.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary:

The project involves the land acquisition, design, and construction of a new Fire Station located at 2981 Greens Prairie Road. Fire Station #7 will be designed as a four-bay fire station that is equipped with a fire engine and an ambulance. The station will have a community room available for use by the public. The station will be approximately 18,000 square feet on 4 acres of land. Fire Station #7 is strategically located to improve response capabilities in the Wellborn area and southern portions of the city limits.

The City of College Station Fire Department visited multiple stations and found a layout that met the needs of Station #7. The firm was selected based on the desired floor plan. This option offered cost and time savings and lessons learned during construction.

Budget & Financial Summary: Budget in the amount of \$18,000,000 is currently budgeted for this project in the Facilities and IT Capital Improvement Projects Fund. A total of \$836,889.28 has been expended or committed to date, leaving a balance of \$17,163,110.72 for this design contract and remaining project expenses. Funding for this project was approved via the City of College Station's November 2022 General Obligation Bond Election.

Attachments:

1. Project Location Map Fire Station #7
2. Fire Station #7 Design Contract Vendor Signed

Project Location Map

Fire Station #7

GG2306

Legend

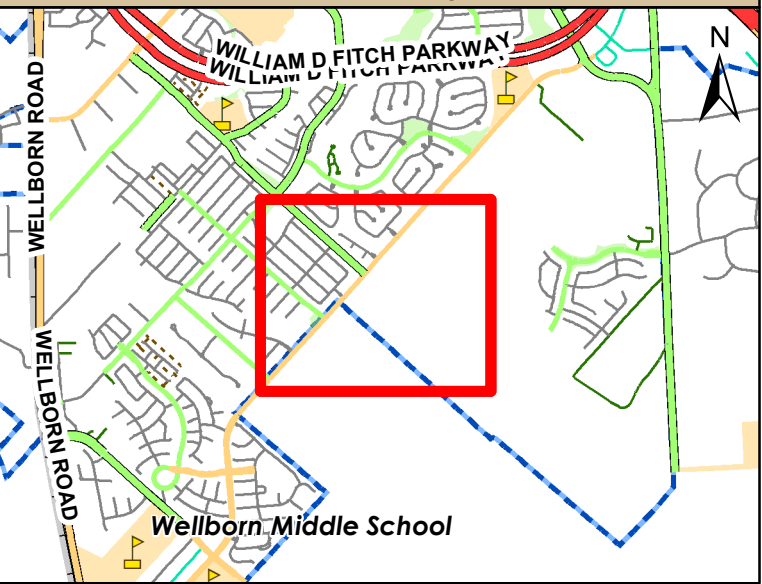
Streets

Functional Classification

- MAJOR COLLECTOR
- MINOR ARTERIAL
- MINOR COLLECTOR
- LOCAL STREET
- Rivers
- Water Features

Project Location
2981 Greens Prairie Road

Overview Map



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



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 24300163 PROJECT#: GG2306 BID/RFP/RFQ#: _____

Project Name / Contract Description: Fire Station #7 Design

Name of Contractor: Martinez Architects, LP

CONTRACT TOTAL VALUE: \$ 925,000.00

Grant Funded Yes ☐ No ☒
If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☐ N/A

Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

Davis Bacon Wages Used ☐ Yes ☐ No ☒ N/A

Buy America Required ☐ Yes ☐ No ☒ N/A

Transparency Report ☐ Yes ☐ No ☒ N/A

☒ NEW CONTRACT ☐ RENEWAL # N/A ☐ CHANGE ORDER # N/A ☐ OTHER N/A

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)

The City of College Station Fire Chief, Chief Mann, visited multiple fire stations around Texas until a layout that met the needs of Fire Station #7 was found. The firm was selected based on the desired floor plan.

This option offered a cost savings and experience in the overall construction as well as lessons learned. Budget in the amount of \$18,000,000 is currently budgeted for this project in the

Facilities and IT Capital Improvement Projects Fund. A total of \$836,889.28 has been expended or committed to date, leaving a balance of \$17,163,110.72 for this design

contract and remaining project expenses. Funding for this project was approved via the City of College Station's November 2022 General Obligation Bond Election.

(If required)*
CRC Approval Date*: 1/4/2024 Council Approval Date*: 1/25/2024 Agenda Item No*: TBD

--Section to be completed by Risk, Purchasing or City Secretary's Office Only--

Insurance Certificates: DDV Performance Bond: N/A Payment Bond: N/A Info Tech: N/A

SIGNATURES RECOMMENDING APPROVAL

Jennifer Cain
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

1/17/2024
DATE

ASST CITY MGR – CFO

DATE

LEGAL DEPARTMENT

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

N/A

MAYOR (if applicable)

DATE

N/A

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____

**CITY OF COLLEGE STATION
PROFESSIONAL SERVICES CONTRACT
(REGARDING CONSTRUCTION MANAGER AT RISK PROJECT)**

This Contract (“Contract” or “Agreement”) is between the **City of College Station**, a Texas home-rule municipal corporation, (the “City”) and Martinez Architects, LP, a Texas Limited Partnership (the “Consultant”), whereby the Consultant agrees to provide the City with certain professional services as described herein and the City agrees to pay the Consultant for those services.

**ARTICLE I
Scope of Services**

1.01 In consideration of the compensation stated in paragraph 2.01 hereinbelow, the Consultant agrees to provide the City with the professional services as described in **Exhibit “A”**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows: Project programming, preparing schematics, design development, preparing construction documents and construction administration for: Fire Station #7 design located at 2981 Greens Prairie Road for the City of College Station, Texas (the “Project”).

1.02 As used in this Contract unless otherwise designated (and whether the term or phrase appears in capital letters, quotations, or bold or italicized print): (a) **“City”** means the City of College Station, Texas, a Texas home-rule municipality, including its elected officials (including its City Council), appointed officials, employees, agents and consultants (other than the Consultant and the Construction Manager), volunteers, assigns, and successors in interest; (b) **“Construction Manager”** means a Construction Manager at Risk as described in this Contract; (c) **“Consultant”** means the Texas licensed architect or Texas architectural firm and/or the Texas licensed engineer or engineering firm which sign this Contract as a Party providing the herein described professional services for the Project, including their directors, partners, officers, members, managers, employees, consultants or subconsultants, agents, permitted assigns, and successors in interest; (d) **“Party”** means a signing Party to this Contract; and (e) the past, present, or future tense shall each include the other, the masculine or feminine gender shall each include the other, and the singular and plural number shall each include the other where necessary for a correct meaning. All documents attached to or referenced by this Contract are incorporated by reference for all purposes.

**ARTICLE II
Payment and Construction Cost**

2.01 In consideration of the Consultant’s provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Consultant according to the terms set forth in **Exhibit “B”**. Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed **Nine Hundred Twenty-Five Thousand and 00/100 Dollars (\$925,000.00)**.

2.02 Consultant’s evaluations of the City’s project budget and the preliminary estimates of

construction cost and detailed estimates of construction cost, represent the Consultant's best judgment as a design professional familiar with the construction industry.

2.03 The construction budget for this Project, which is established as a condition of this Contract is \$10,000,000.00. This construction budget shall not be exceeded unless the amount is changed in writing by the City.

ARTICLE III Time of Performance

3.01 The Consultant shall perform with the professional skill and care ordinarily provided by competent Texas engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license. The Consultant shall perform all professional services necessary for the complete design and construction documentation of the Project within the times set forth below and in Section 3.02. Consultant expressly agrees that such times are as expeditious as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

(a) **Conceptual Design:** 105 calendar days after the authorization to commence planning.

(b) **Preliminary Design:** 75 calendar days after authorization to commence development.

(c) **Final Design:** 225 calendar days after authorization to commence final design.

3.02 All design work and other professional services provided under this Contract must be completed by the following date(s): September 2026.

3.03 Time is of the essence of this Contract. The Consultant shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified. Promptly after the execution of this Contract, the Consultant shall prepare and submit for the City to approve in writing, a detailed schedule for the performance of the Consultant's services to meet the City's project milestone dates which are included in this Contract. The Consultant's schedule shall include allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by this schedule, over which Consultant has control and agrees are as expeditious as are prudent considering the ordinary professional skill and care of a competent engineer or architect, shall not be exceeded without written approval from the City.

3.04 The Consultant's services for the Project shall consist of all the services required to be performed by Consultant, Consultant's employees and Consultant's consultants under the terms of this Contract. Such services include: (a) normal or basic civil, structural, mechanical and electrical engineering services, plumbing, food service, acoustical and landscape services; (b) any other design services that are normally or customarily furnished and reasonably necessary for the Project; (c) (i) schematic (or conceptual) design phase services, (ii) design development phase services, (iii) construction document phase services, (iv) procurement phase services, (v) construction phase services, (vi) evaluation of work services, including the review and certification

of requests for and payments proposed to contractors or other service, equipment, or material providers, (vii) project completion services, and (viii) supplemental and/or additional services requested by the City; and (d) all other services herein described to be provided by the Consultant to the City for the Project. The Consultant shall contract and employ at its expense consultants (or subconsultants) necessary for the design of the Project, and such consultants shall be licensed as required by the State of Texas and approved in writing by the City.

3.05 The Consultant shall designate a principal of the firm satisfactory to the City who shall, so long as employed by Consultant and acceptable to the City, remain in charge of professional services through completion and be available for general consultation throughout the Project. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by the City, prior to replacement.

3.06 Consultant shall be responsible for the coordination of its services with those of its subconsultants, the City, and the City's consultants, including the coordination of all drawings and design documents relating to Consultant's design and used on the Project, regardless of whether such drawings and documents are prepared by Consultant. Consultant shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through Consultant and for their compliance with all applicable state, federal, or local (including the City) codes, ordinances, regulations, laws and statutes. Upon receipt from the City, the Consultant shall review the services and information furnished by the City and the City's consultants for accuracy and completeness. The Consultant shall provide prompt written notice to the City if the Consultant becomes aware of any error, omission or inconsistency in such services or information. Once notice has been provided to the City, the Consultant shall not proceed without written instruction from the City to do so.

ARTICLE IV

Conceptual Design

4.01 Upon the Consultant's receipt from the City of a Letter of Authorization to commence planning, the Consultant shall meet with the City for the purpose of determining the nature of the Project. The Consultant shall inquire in writing as to the information it believes the City may have in its possession that is necessary for the Consultant's performance. The City shall provide the information within its possession that it can make available to the Consultant. The City shall designate a representative to act as the contact person on behalf of the City.

4.02 The Consultant shall determine the City's needs with regard to the Project, including, but not limited to, tests, analyses, reports, site evaluations, needs surveys, comparisons with other municipal Projects, review of budgetary constraints and other preliminary investigations necessary for the Project. Consultant shall verify the observable existing conditions of the Project and verify any existing as-built drawings. Consultant shall confirm that the Project can be designed and constructed within the time limits outlined in this Contract. Consultant shall prepare a detailed design phase schedule which includes all review and approval periods during the schematic design, design development and construction document phases. Consultant shall confirm that the Project can be designed and constructed for the dollar amount of the project budget, if applicable.

4.03 The Consultant shall prepare a Conceptual Design that shall include schematic layouts, surveys, sketches and exhibits demonstrating the considerations involved in the Project. The Consultant shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the City's Program, the Project Schedule and budget. The Consultant shall reach an understanding with the City regarding the requirements of the Project. The Conceptual Design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations. Upon the City's request, the Consultant shall meet with City staff and the City Council to make a presentation of its report.

ARTICLE V

Preliminary Design

5.01 The City shall direct the Consultant to commence work on the Preliminary Design by sending to the Consultant a "letter of authorization" to begin work on the Preliminary Design pursuant to this Contract. Upon receipt of the Letter of Authorization to commence Preliminary Design, the Consultant shall meet with the City for the purpose of determining the extent of any revisions to the Conceptual Design.

5.02 The Consultant shall prepare the Preliminary Design of the Project, including, but not limited to, the preliminary drawings and specifications and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. The Consultant shall submit to the City a detailed estimate of the construction costs of the Project, based on current area, volume, or other unit costs. This estimate shall also indicate both the cost of each category of work involved in constructing the Project and the time required for construction of the Project from commencement to final completion.

5.03 Upon completion of the Preliminary Design of the Project, the Consultant shall so notify the City. Upon request the Consultant shall meet with the City staff and City Council to make a presentation of its Preliminary Design of the Project. The Consultant shall provide an explanation of the Preliminary Design including any material changes and deviations that have taken place from the Conceptual Design cost estimate, and shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the project budget and schedule.

ARTICLE VI

Final Design

6.01 The City shall direct the Consultant to commence work on the Final Design of the Project by sending to the Consultant a "letter of authorization" to begin work on the final design phase of the Project. Upon receipt of the Letter of Authorization to proceed with Final Design of the Project, the Consultant shall immediately prepare the Final Design, including, but not limited to, the contract documents, drawings, and specifications, to fix and describe the size and character of the Project as to structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate. The Final Design of the Project shall comply with all applicable laws, statutes, ordinances, codes and regulations.

6.02 Notwithstanding the City’s approval of the Final Design, the Consultant warrants that the Final Design will be sufficient and adequate to fulfill the purposes of the Project.

6.03 The Consultant shall prepare and separately seal the special provisions, the technical specifications, and bid proposal form(s) in conformance with the City’s current pre-approved, “City of College Station Standard Form of Agreement Between City and Construction Manager at Risk” (“CMAR Agreement”) for the construction contract between the City and the Construction Manager. The Consultant hereby agrees that no changes, modifications, supplementations, alterations, or deletions will be made to the City’s standard form without the prior written approval of the City. The Consultant shall assist the City with all phases of the procurement and engagement of the Construction Manager, including assistance with the review of, consultation regarding, and any proposed modifications regarding the CMAR Agreement.

6.04 The Consultant shall provide the City and Construction Manager at Risk (“CMAR”) with complete contract documents sufficient to be advertised for bids by the CMAR. The contract documents shall include the design and specifications and other changes that are required to fulfill the purpose of the Project. Upon completion of the Final Design of the Project, with the submission of the complete contract documents, and upon request of the City, the Consultant shall meet with City Staff and the City Council to present the Final Design of the Project. The Consultant shall provide an explanation of the Final Design, including identification of all material changes and deviations that have taken place from the Preliminary Design Documents and a cost estimate. The Consultant shall verify that, to the best of Consultant’s belief, the Project requirements and construction can be completed within the Project budget and schedule.

ARTICLE VII

Bid Preparations & Evaluation for Subcontractors

7.01 The Consultant shall assist the Construction Manager in advertising for and obtaining bids or negotiating proposals for the construction of the Project, in compliance with state law. Upon request, the Consultant shall meet with City Staff and the City Council to present, and make recommendations on, the bids and proposals submitted for the construction of the Project.

7.02 The Consultant shall review the Construction Manager’s bids, including subcontractors, suppliers, and other persons required for completion of the Project. The Consultant shall evaluate each bid and provide these evaluations to the City along with a recommendation on each bid.

7.03 Where substitutions are requested by a Construction Manager, the Consultant shall review the substitution requested with the City and make a recommendation to the City to either approve or disapprove such substitution(s).

ARTICLE VIII

Construction

8.01 The Consultant shall be a representative of, and shall advise and consult with, the City **(a)** during construction, and **(b)** at the City’s direction from time to time during the correction or

warranty period described in the construction contract or CMAR Agreement. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Contract unless modified by written instrument.

8.02 The Consultant shall make visits to the Project site, to inspect the progress and quality of the executed work of the Construction Manager and its contractors and subcontractors and to determine if such work is proceeding in accordance with the contract documents. The minimum number of site visits and their frequency shall be established by the City and Consultant prior to commencement of construction. Consultant shall periodically review the as-built drawings for accuracy and completeness, and shall report its findings to the City.

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

8.04 The Consultant shall review and approve shop drawings and samples, the results of tests and inspections, and other data that the Construction Manager or subcontractor is required to provide. The Consultant's review and approval shall include a determination of whether the work complies with all applicable laws, statutes, ordinances and codes and a determination of whether the work, when completed, will be in compliance with the requirements of the contract documents.

8.05 The Consultant shall determine the acceptability of substitute materials and equipment that may be proposed by the Construction Manager or subcontractors. The Consultant shall also receive and review maintenance and operating instruction manuals, schedules, guarantees, and certificates of inspection, which are to be assembled by the Construction Manager in accordance with the contract documents.

8.06 The Consultant shall issue all instructions of the City to the Construction Manager as well as interpretations and clarifications of the contract documents pertaining to the performance of the work. Consultant shall interpret the contract documents and judge the performance thereunder by the contractor constructing the Project, and Consultant shall, within a reasonable time, but not later than twenty (20) calendar days after a written request, render such interpretations and clarifications in writing as it may deem necessary for the proper execution and progress of the Work. Consultant shall receive no additional compensation for providing clarification of the Drawings and Specifications.

8.07 The Consultant shall review the amounts owing to the Construction Manager and recommend to the City, in writing, payments to the Construction Manager of such amounts. The Consultant's recommendation of payment, being based upon the Consultant's on-site inspections and its experience and qualifications as a design professional, shall constitute a recommendation by the Consultant to the City that the quality of such work is in accordance with the contract documents and that the work has progressed to the point reflected in Consultant's recommendation for payment.

8.08 Upon notification from the Construction Manager that the Project is substantially complete,

the Consultant shall conduct an inspection of the site to determine if the Project is substantially complete. The Consultant shall prepare a checklist of items that shall be completed prior to final acceptance. Upon notification by the Construction Manager that the checklist items designated by the Consultant for completion have been completed, the Consultant shall inspect the Project site to verify final completion.

8.09 The Consultant shall not be responsible for the work of the Construction Manager or any of its subcontractors, except that the Consultant shall be responsible for the Construction Manager's schedules or failure to carry out the work in accordance with the contract documents if such failures result from the Consultant's negligent acts or omissions. This provision shall not alter the Consultant's duties to the City arising from the performance of the Consultant's obligations under this Contract.

8.10 The Consultant shall conduct at least two on-site inspections during the warranty period and shall report to the City as to the continued acceptability of the work.

8.11 The Consultant shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project without an advance, written authorization from the City.

8.12 The Consultant shall perform all of its duties under this Article VIII so as to not cause any delay in the progress of construction of the Project.

8.13 The Consultant shall assist the Construction Manager and City in obtaining an Occupancy Permit by accompanying governing officials during inspections of the Project if requested to do so by the City.

8.14 The Standard Form of Agreement between City and Construction Manager at Risk is attached hereto as **Exhibit "D"** and incorporated herein by reference. The Consultant shall comply with all terms and conditions pertaining to the Architect as set out in the final and executed version of said agreement. In the event of an inconsistency between a term or condition in this Contract and the agreement between City and Construction Manager at Risk, the agreement between City and Construction Manager at Risk shall control.

ARTICLE IX

Change Orders, Documents & Materials

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

9.02 When the original Contract amount plus all change orders is less than \$100,000, 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.

9.03 When the original contract amount plus all change orders is equal to or greater than \$100,000, the City Manager or its designee may approve the written change order provided the change order does not exceed \$50,000, and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds \$50,000 or when the sum of all change orders exceeds 25% of the original contract amount, the City Council of the City must approve such change order prior to commencement of the services or work.

9.04 Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in Article II of this Contract shall be made and approved by the City prior to the Consultant providing such services or the right to payment for such additional services shall be waived. If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.

9.05 The Consultant shall furnish the City with Three Full Size Sets (3) sets of physical hard-copy plans and specifications, and digital files of the same. It is hereby agreed that additional copies shall be provided to the City at the City's expense. The Consultant shall provide the City One (1) sets of reproducible, mylar-record drawings that clearly show all the changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by the Construction Manager to the Consultant. The Consultant shall provide copies of Work Product including documents, computer files if available, surveys, notes, and tracings used or prepared by the Consultant. The foregoing documentation, the Consultant's Work Product, and other information in the Consultant's possession concerning the Project shall be the property of the City from the time of preparation. The Consultant shall also furnish one set of digital files representing the final as-built mylars.

ARTICLE X

Warranty, Indemnification & Release

10.01 As an experienced and qualified design professional, the Consultant warrants that the information provided by the Consultant reflects the professional skill and care ordinarily provided by competent Texas engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license. The Consultant warrants that the design preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of all other services under this Contract are performed with the professional skill and care ordinarily provided by competent Texas engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Consultant, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their Work Product or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Consultant, its employees, associates, agents, or subcontractors.

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

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

10.04 The Consultant must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property, while in the vicinity of the Project site or any of the work being done on the site or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Consultant, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

10.05 Indemnity and Release. Pursuant to Section 271.904 of the Texas Local Government Code and other authority, the Parties agree as follows:

(a) The Consultant, as the indemnitor, shall indemnify, defend, and hold harmless the City against liability for all damage or liability (including all monetary damages and judgments, legal or equitable relief, costs, expenses, court costs, interest, reasonable attorney's fees, and just and lawful offsets and credits) regarding the Project to the extent that said damage or liability is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier, and committed by said indemnitor or said indemnitor's agent, consultant under contract, or another entity over which said indemnitor exercises control; however, this indemnitor obligation expressly does not apply when the damage, liability, claim or judgment is based wholly or partly on the negligence of, fault of, or breach of contract by the City, the City's employee or agent, or other person or entity over which the City exercises control.

(b) Regarding this RELEASE, the Consultant (as the Indemnitor) assumes full responsibility for the Work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either Party or other third Parties) and any loss of or damage to any property (whether property of either of the Parties hereto, their employees, or of third Parties) that is caused by or alleged to be caused by, arising out

of, or in connection with the work on the Project performed by the Consultant, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the Project. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance. In the event of injury, death, property damage, or loss suffered by the Consultant, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the Project, this release shall not apply when such injury, death, loss, or damage was caused in whole or in part by the intentional or willful act, negligence, or gross negligence of the City.

(c) Notwithstanding anything stated to the contrary in this Paragraph 10.05, it is required that: (a) the City shall be included as an additional insured under the Consultant's general liability insurance policy, and the Consultant shall provide any and all defenses to the City as provided by that policy; and (b) the Consultant, and a licensed engineer or registered architect performing the professional services of an engineer or architect under the Agreement on behalf of the Consultant, shall perform those professional services (i) with the professional skill and care ordinarily provided by competent Texas engineers or architects practicing under the same or similar circumstances and professional license, and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent Texas engineer or architect.

(d) The Consultant's indemnification and release obligations in this Paragraph 10.05 shall survive termination, completion, abandonment and final payment.

10.06 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification, release or other obligations under Paragraphs 10.05 and 10.06, such legal limitations are made a part of the obligations and shall operate to amend same to the minimum extent necessary to bring the provision(s) into conformity with the requirements of such limitations, and as so modified, the obligations set forth therein shall continue in full force and effect.

ARTICLE XI

Insurance

11.01 General. The Consultant shall procure and maintain at its sole cost and expense for the duration of this Contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, volunteers, employees or subcontractors. The policies, coverages, limits and endorsements required are as set forth below. During the term of this Contract all of Consultant's insurance shall meet the minimum requirements of this section.

11.02 Types. Consultant shall have the following types of insurance:

- (a) Commercial General Liability.
- (b) Business Automobile Liability.
- (c) Excess Liability.

- (d) Workers' Compensation/Employer's Liability.
- (e) Professional Liability.

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

(a) Insurance is to be placed with insurers authorized to conduct business in the state of Texas with a current A.M. Best rating of no less than A: VII, unless otherwise accepted in writing by the City. The insurance policies provided by the insurance company/companies are to be underwritten on forms that have been authorized by the Texas Department of Insurance or ISO. Original endorsements affecting coverage required by this Agreement shall be furnished with the certificates of insurance.

(b) Self-insured retentions must be declared to and approved by the City in writing. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention ("SIR") or deductible that exceeds \$25,000 unless approved in writing by City. All deductibles and SIRs shall be the sole responsibility of Consultant or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Consultant to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements.

(c) "Claims Made" policies are not accepted, except for Professional Liability.

(d) Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of College Station.

(e) For any claims related to this project, the Consultant's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 regarding the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute to it. This requirement shall also apply to any Excess or Umbrella liability policies.

(f) Consultant hereby agrees to waive rights of subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

(g) Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the Work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

(h) Consultant shall require and verify that all subcontractors maintain insurance meeting all requirements stated in this Agreement, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

(i) If applicable, CGL & Excess/Umbrella liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of five (5) years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Work and related obligations thereafter.

(j) City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

(k) The City of College Station, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the Business Automobile Liability policy, the Excess Liability/Umbrella policy, and the CGL policy, with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Consultant. The coverages shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, or volunteers. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, at least as broad as ISO Form:

1. CG 20 10 and CG 11 85; or
2. both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms (if later revisions used).

11.04 Commercial (General) Liability Requirements. The following Commercial (General) Liability requirements shall apply:

(a) Minimum Limit of \$2,000,000 per occurrence for bodily injury and property damage with a \$4,000,000 annual aggregate.

(b) Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.

(c) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

(d) The coverage shall not exclude: premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), Host Liquor Liability and where exposures exist, “Explosion Collapse and Underground” (XCU) coverage.

11.05 Business Automobile Liability Requirements. The following Business Automobile Liability requirements shall apply:

(a) Coverage shall be written by a carrier rated “A:VIII” or better in accordance with the current A.M. Best Key Rating Guide.

(b) Minimum Combined Single Limit of \$2,000,000 per occurrence for bodily injury and property damage.

(c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.

(d) The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

11.06 Excess Liability. The following Excess Liability requirements shall apply:

(a) The Consultant may use Umbrella or Excess Liability Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all Primary and Umbrella or Excess Liability Policies shall provide all the insurance coverages required by this Agreement, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements.

(b) The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant’s primary and excess liability policies are exhausted.

11.07 Additional Insured. Those policies set forth in Paragraphs 11.04 Commercial (General) Liability, 11.05 Business Automobile Liability and 11.06 Excess Liability shall contain an endorsement listing the City as Additional Insured and further providing that the Consultant’s policies are primary to any self-insurance or insurance policies procured by the City. The additional insured endorsement shall be in a form acceptable to the City. Waiver of subrogation in a form acceptable to the City shall be provided in favor of the City on all policies obtained by the Consultant in compliance with the terms of this Agreement. Consultant shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this

Agreement. All coverage for subcontractors shall be subject to the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as **Exhibit "C"**, and approved by the City before Work commences.

11.08 Workers' Compensation/Employer's Liability Insurance requirements. The following Workers' Compensation requirements shall apply; and whenever the term "Contractor" is used same shall be construed to refer to "Consultant" herein:

(a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers' Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

(b) The worker's compensation insurance shall include the following terms:

1. Employer's Liability minimum limits of \$1,000,000.00 for each accident/each disease/each employee are required.
2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
3. Texas must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

(c) Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Contract, the bid specifications and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

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

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

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

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

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

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

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

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

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

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

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

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the

statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

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

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

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

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

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

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

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

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

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

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

11.08 Professional Liability Requirements. The following Professional Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated “A: VII” or better in accordance with the current A. M. Best Key Rating Guide.
- (b) Minimum of \$2,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$200,000.00. Financial statements shall be furnished to the City of College Station when requested.
- (c) Consultant must continuously maintain professional liability insurance with prior acts coverage for a minimum of three (3) years after completion of the Project or termination of this Contract, as may be amended and whichever occurs later. Coverage under any renewal policy form shall include a retroactive date that precedes the earlier of the effective date of this Contract or the first performance of services for the Project. The purchase of an extended discovery period or an extended reporting period on this policy will not be sufficient to comply with the obligations hereunder.
- (d) Retroactive date must be shown on certificate.

ARTICLE XII

Use of Drawings, Specifications and Other Documents

12.01 Any and all Project drawings, specifications and other documents prepared, furnished, or both prepared and furnished by Consultant or any subconsultant or other designer contracted under Consultant pursuant to this Contract (including, without limitation, the Construction Documents) (said total documents called “Work Product”), shall be the exclusive property of the City whether the Project is completed or not. Upon completion or termination of this Contract, Consultant shall promptly deliver to the City all Work Product, records, notes, data, memoranda, models, and equipment of any nature that are within Consultant’s possession or control and that are the City’s property or relate to the City or its business regarding the Project. The City shall be furnished and permitted to retain reproducible copies and electronic versions of Consultant’s Work Product and other aforesaid and related documents and information pertaining to the Project.

12.02 Consultant warrants to City that (i) Consultant has the full power and authority to enter into this Contract, (ii) Consultant has not previously assigned, transferred or otherwise encumbered the rights conveyed herein, (iii) Work Product is an original work of authorship created by Consultant’s employees or subconsultants during the course of their employment by Consultant, and does not infringe on any copyright, patent, trademark, trade secret, contractual right, or any other proprietary right of any person or entity, (iv) Consultant has not published the Work Product (including any derivative works) or any portion thereof outside of the United States, and (v) to the best of the Consultant’s knowledge, no other person or entity, except City, has any claim of any right, title, or interest in or to the Work Product.

12.03 Consultant shall not seek to invalidate, attack, or otherwise do anything either by act of omission or commission which might impair, violate, or infringe the title and rights assigned to City by Consultant in this Article XII of the Contract. The drawings, specifications and other documents prepared by the Consultant and Consultant’s sub-consultants for this Project shall become the property of the City whether the Project is completed or not. The City shall be

furnished and permitted to retain reproducible copies and electronic versions of Consultant's drawings, specifications and other documents.

12.04 The Project documents prepared by Consultant may be used as a prototype for other facilities by the City. The City may elect to use the Consultant to perform the site adaptation and other architectural services involved in reuse of the prototype. If so, the Consultant is obligated to perform the work for an additional compensation that will fairly compensate the Consultant and its subconsultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Contract. If the City elects to employ a different architect to perform the site adaptation and other architectural services involved in reuse of the prototype, that architect will be entitled to use Consultant's subconsultants on the same basis that Consultant would have been entitled to use them for the work on the reuse of the prototype, and such architect will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the construction documents, approved shop drawings and calculations, and change order drawings in performing its work. The Consultant will not be responsible for errors and omissions of a subsequent architect. The Consultant shall commit its sub-consultants to the terms of this subparagraph.

12.05 In the event of termination of this Contract for any reason, the City shall receive all original Project documents (as described in this Article XII) prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

12.06 Only the details of the drawings relating to this Project may be used by the Consultant on other projects, but they shall not be used as a whole without written authorization by the City. The City furnished forms, conditions, and other written documents shall not be used on other projects by the Consultant.

ARTICLE XIII

Termination and Liquidated Damages

13.01 The City may, through the exercise of its sole discretion and best business judgment, terminate this Contract, with or without cause, at any time upon **thirty (30)** calendar days written notice to the Consultant. Upon the Consultant's receipt of such notice, the Consultant shall cease work immediately. The Consultant, in the event of said termination, shall be compensated pursuant to this Agreement for the Project services satisfactorily performed prior to the termination date, provided Consultant is not in default of this Contract regarding the provision of said services.

13.02 If the Consultant commits conduct, an act, or omission which constitutes a breach or default of the Contract, the City may: (a) terminate this Contract, and if so, the Consultant will be compensated for its Contract approved Project services satisfactorily performed prior to the termination date, provided Consultant is not in default of this Contract regarding the provision of said services; and/or (b) initiate and complete litigation against the Consultant, and against all other necessary or desired Parties (including Consultant's sureties), for the City's recovery, upon the exercise of its discretion, of all remedies, claims and causes of action (whether legal, equitable, or mixed), and all damages, as allowed by law and this Contract, including without limitation

Contract termination, the recovery of all actual and consequential damages, and the recovery of the City's incurred attorney's fees, expenses, court costs, interest, and all just and lawful offsets and credits.

13.03 Regarding the application of liquidated damages, upon the exercise of the City's discretion, the Parties agree as follows:

(a) The time for the completion of all work described in this Agreement is reasonable times for the completion of each task by the agreed upon days or dates, taking into consideration all conditions, including but not limited to the usual industry conditions prevailing in this locality. The amount of liquidated damages for the Consultant's failure to meet contractual deadlines specifically set forth in the Consultant's scope of services and schedule are fixed and agreed on by the Consultant because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be deducted by the City from current amounts owed to Consultant for payment or from final payment.

(b) As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Consultant to achieve timely completion of the work, if the Consultant should neglect, or fail, or refuse to complete the work within the times specified in the Consultant's scope of services and schedule, or any proper extension thereof granted by the City's Representative pursuant to this Agreement, then the Consultant does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Consultant's total compensation the sum of **Two Hundred Fifty and 00/100 DOLLARS (\$250.00)** for each and every calendar day that the Consultant shall be in default after the time(s) stipulated for completion of the task(s) in question, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet any of the deadlines specified in the Consultant's scope of services and schedule for completion in this Agreement.

13.04 No term or provision of this Contract shall be construed to relieve the Consultant of liability to the City for all damages and recoveries sustained by the City because of any breach of this Contract committed by the Consultant in performing this Contract, or because of the intentional act, omission and/or negligence or gross negligence committed by the Consultant in performing this Contract. Notwithstanding anything to the contrary stated in this Contract, the City may withhold payments to the Consultant for the purpose of setoff until the exact amount of damages or other recoveries due the City from the Consultant are determined and paid.

ARTICLE XIV Dispute Resolution

14.01 No suit shall be filed by a Party regarding a dispute arising under or related to this Contract unless the Parties first attempt to submit the dispute to mediation pursuant to Chapter 2009 of the Texas Government Code and Chapter 154 of the Texas Civil Practice and Remedies Code. Notwithstanding anything to the contrary stated in this Contract, however, a Party may file suit solely for injunction or mandamus relief regarding an

aforesaid dispute without first submitting that dispute to mediation. The mediation shall be held in Brazos County, Texas within 30 days of a Party sending notice to the other Party requesting mediation, unless otherwise agreed in writing by the Parties. Each Party shall pay its own expenses incurred for the mediation, including attorney fees, mediator fees, and travel expenses. The mediator shall be selected by the Parties' agreement; however, should they fail to agree on a mediator, the dispute shall be submitted to the following public institution for assignment of a mediator and the holding of the mediation at that institution: Aggie Dispute Resolution Program, Texas A&M University School of Law, 1515 Commerce Street, Fort Worth, Texas 76102-6509, ((800) 733-9529 telephone).

ARTICLE XV Miscellaneous Terms

15.01 Choice of Laws and Venue. The Parties expressly agree that: (a) this Contract shall be governed and interpreted pursuant to the laws of the State of Texas; (b) the performance and work performed under this Contract for the Project shall be expressly performed in Brazos County, Texas, United States of America; and (c) venue for any lawsuit or legal proceeding regarding or relating to this Contract or Project shall be in a court of competent jurisdiction in Brazos County, Texas, United States of America, or the appropriate United States District Court designated for said county.

15.02 Notice. Written notice required under this Contract shall be deemed to have been served only if in writing and hand-delivered to the addressees and addresses set out below, or if delivered by courier or delivered by United States Postal Service mail (certified USPS mail delivery required) to that address:

CITY OF COLLEGE STATION

Attn: Raquel Gonzales, PE
P.O. Box 9960
College Station, Texas 77842

MARTINEZ ARCHITECTS, LP

Attn: **Ricardo Martinez, AIA,**
NCARB, LEE
900 Rockmead, Suite 250
Houston, TX 77339

A Party may change its notice address by providing written notice to the other Party in the manner described above.

15.03 No Waiver. No action or failure to act by the City shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing. Notwithstanding anything to the contrary stated in this Contract, no waiver of a default of this Contract occurs if the non-defaulting Party fails to immediately declare a default or otherwise delays in taking any action regarding a default committed by the defaulting Party of this Contract.

15.04 Entire Agreement. This Contract with all attached exhibits and incorporated by reference documents represents the entire and integrated agreement between the City and the Consultant 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. Copies of this fully executed Contract shall be effective as the original.

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

15.06 Invalidity. If any provision of this Contract shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

15.07 Prioritization. Contractor and City agree that City is a political subdivision of the State of Texas and is thus subject to certain laws. Because of this there may be documents or portions thereof added by Contractor to this Agreement as exhibits that conflict with such laws, or that conflict with the terms and conditions herein excluding the additions by Contractor. In either case, the applicable law or the applicable provision of this Agreement excluding such conflicting addition by Contractor shall prevail. The Parties understand this section comprises part of this Agreement without necessity of additional consideration.

15.08 Governmental Immunity. Notwithstanding anything to the contrary stated in this Contract, the Parties acknowledge and agree that this Contract is subject to the proper application of, and to all protections afforded to the City pursuant to, the doctrine of governmental immunity under Texas law.

15.09 Compliance with Laws. The Consultant, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of College Station, and with all applicable rules and regulations promulgated by local, state, and national governments, boards, bureaus, and agencies. The Consultant must obtain all necessary permits and licenses required in completing the services required by this Contract.

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

15.11 Effective Date. The effective date of this Contract is the date the last signing Party executes this Contract.

15.12 Notice of Indemnification and Release. City and Consultant hereby acknowledge and agree that this Contract contains certain indemnification and release obligations and covenants.

15.13 Verification of No Boycott and Conflicts Disclosure. To the extent made applicable by controlling law, this Contract is subject to the following:

(a) No Boycott of Israel. Pursuant to applicable provisions of Chapter 2271 of the Texas Government Code, the Contractor verifies that it (i) does not boycott Israel, and (ii) will not boycott Israel during the term of this Agreement;

(b) No Boycott of Firearms. Pursuant to applicable provisions of Chapter 2274 of the Texas Government Code, the Contractor verifies that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association;

(c) No Boycott of Energy Companies. Pursuant to applicable provisions of Chapter 2276 of the Texas Government Code, the Contractor verifies that it (i) does not boycott energy companies, and (ii) will not boycott energy companies during the term of this Agreement; and

(d) Conflicts Disclosure. Before the approval of this Contract, and in timely performance with the statutes hereafter described, the Contractor has submitted to the City: (i) a properly executed Form CIQ/Conflicts of Interest Questionnaire pursuant to Chapter 176 of the Texas Local Government Code and other authority; and (ii) a properly executed Form 1295/Texas Ethics Commission Certificate of Interested Parties pursuant to Section 2252.908 of the Texas Government Code.

15.14 Virtual Payment Method. For increased payment and financial information security, the Contractor must use the City's approved virtual payment card system or digital payment system for all payments, storing, and modifications of financial information used for City payments to the Contractor. Any related reasonable fees paid by the Contractor for use of the virtual payment card system or digital payment system may be passed through to the City.

15.15 Fraud Reporting. To reduce the risk of fraud and to protect the Contractor's financial information from fraud, the Contractor must report to the City in writing at VendorInvoiceEntry@cstx.gov if the Contractor reasonably suspects or knows if any of their financial information has been subject to fraudulent activity or suspected fraudulent activity.

List of Exhibits

- A. Scope of Services
- B. Payment Terms
- C. Certificates of Insurance
- D. Construction Manager at Risk Agreement

MARTINEZ ARCHITECTS, LP_

By: Ricardo Martinez

Printed Name: Ricardo Martinez

Title: Principal

Date: 1/17/2024

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

Exhibit “A”
Scope of Services

1. Consultant shall prepare for City’s review and approval the following service deliverables:

- 1.1 Conceptual Design**

1.1.01 Upon the Consultant’s receipt from the City of a Letter of Authorization to commence planning, the Consultant shall meet with the City for the purpose of determining the nature of the Project. The Consultant shall inquire in writing as to the information it believes the City may have in its possession that is necessary for the Consultant's performance. The City shall provide the information within its possession that it can make available to the Consultant. The City shall designate a representative to act as the contact person on behalf of the City.

1.1.02 The Consultant shall determine the City's needs with regard to the Project, including, but not limited to, tests, analyses, reports, site evaluations, needs surveys, comparisons with other municipal projects, review of budgetary constraints and other preliminary investigations necessary for the Project. Consultant shall verify the observable existing conditions of the Project and verify any existing as-built drawings. Consultant shall confirm that the Project can be designed and constructed within the time limits outlined in this Contract. Consultant shall prepare a detailed design phase schedule which includes all review and approval periods during the schematic design, design development and construction document phases. Consultant shall confirm that the Project can be designed and constructed for the dollar amount of the Project budget, if applicable.

1.1.03 The Consultant shall prepare a Conceptual Design that shall include schematic layouts, surveys, sketches and exhibits demonstrating the considerations involved in the Project. The Consultant shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the City’s Program, the Project Schedule and budget. The Consultant shall reach an understanding with the City regarding the requirements of the Project. The Conceptual Design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations. Upon the City's request, the Consultant shall meet with City staff and the City Council to make a presentation of its report.

- 1.2 Preliminary Design**

1.2.01 The City shall direct the Consultant to commence work on the Preliminary Design by sending to the Consultant a Letter of Authorization to begin work on the Preliminary Design pursuant to this Contract. Upon receipt of the Letter of Authorization to commence Preliminary Design, the Consultant shall meet with the City for the purpose of determining the extent of any revisions to the Conceptual Design.

1.2.02 The Consultant shall prepare the Preliminary Design of the Project, including, but

not limited to, the preliminary drawings and specifications and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. The Consultant shall submit to the City a detailed estimate of the construction costs of the Project, based on current area, volume, or other unit costs. This estimate shall also indicate both the cost of each category of work involved in constructing the Project and the time required for construction of the Project from commencement to final completion.

1.2.03 Upon completion of the Preliminary Design of the Project, the Consultant shall so notify the City. Upon request the Consultant shall meet with the City staff and City Council to make a presentation of its Preliminary Design of the Project. The Consultant shall provide an explanation of the Preliminary Design, including any material changes and deviations that have taken place from the Conceptual Design, a cost estimate, and shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the Project budget and schedule.

1.3 Final Design

1.3.01 The City shall direct the Consultant to commence work on the Final Design of the Project by sending to the Consultant a Letter of Authorization to begin work on the Final Design phase of the Project. Upon receipt of the Letter of Authorization to proceed with Final Design of the Project, the Consultant shall immediately prepare the Final Design, including, but not limited to, the bid documents, contract, drawings, and specifications, to fix and describe the size and character of the Project as to structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate. The Final Design of the Project shall comply with all applicable laws, statutes, ordinances, codes and regulations.

1.3.02 Notwithstanding the City's approval of the Final Design, the Consultant warrants that the Final Design will be sufficient and adequate to fulfill the purposes of the Project.

1.3.03 The Consultant shall prepare and separately seal the special provisions, the technical specifications, and bid proposal form(s) in conformance with the City's current pre-approved, "City of College Station Standard Form of Agreement Between City and Construction Manager at Risk" for the construction contract between the City and the Construction Manager. The Consultant hereby agrees that no changes, modifications, supplementations, alterations, or deletions will be made to the City's standard form without the prior written approval of the City. The Consultant shall assist the City with all phases of the procurement and engagement of the Construction Manager, including assistance with the review of, consultation regarding, and any proposed modifications regarding the CMAR Agreement.

1.3.04 The Consultant shall provide the City and Construction Manager at Risk ("CMAR") with complete contract documents sufficient to be advertised for bids by the CMAR. The contract documents shall include the design and specifications and other

changes that are required to fulfill the purpose of the Project. Upon completion of the Final Design of the Project, with the submission of the complete contract documents, and upon request of the City, the Consultant shall meet with City staff and the City Council to present the Final Design of the Project. The Consultant shall provide an explanation of the Final Design, including identification of all material changes and deviations that have taken place from the Preliminary Design Documents and a cost estimate. The Consultant shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the Project budget and schedule.

1.3.05 The Construction Documents shall include or be included with the following: (a) the Consultant's (or other design professional's) seal thereon, as the drafter of such drawings and specifications, and (b) a written certification stating that to the best of the Consultant's knowledge, the Construction Documents conform to Contract Documents as well as the Design Development Documents for the Project. The Consultant shall also provide renderings of all public spaces and exterior finishes to facilitate the Parties' review of the Construction Documents.



October 16, 2023

Raquel Gonzales, PE
City of College Station
PO Box 9960
College Station, TX 77842

RE: Scope of Professional Architectural/Engineering Services for
College Station Fire Station No. 7

Ms. Gonzales:

Thank you for the opportunity to assist in the design and construction administration of College Fire Station No. 7 (the Project). In accordance with the Master Professional Services Agreement (PSA) document, this Exhibit A outlines our proposed services for this contract.

1.01: Project Description

Proposed single-story 18,200 sf Fire Station located on approximately 4-acre tract near Greens Prairie Road and Dalton Drive. The Master PSA shall govern the program and basic services to be provided by the design team.

Proposed Program Elements include:

1. New Single-Story 18,200 s.f. structure:

- Site Development
- Building Planning and Design

2. Site Development:

- Parking
- Accessibility to accommodate drive-through apparatus bays
- Mechanical Yard
- Emergency Generator
- Patio
- Fitness area for indoor/outdoor activities
- Landscape and Irrigation Design

3. Building Planning and Design:

- 12 Individual Dorm Rooms
- Dayroom
- Kitchen
- Dining
- Restrooms and Locker Rooms
- Fitness Room (indoor/outdoor)
- Administration Areas
 - Training Room
 - Report Room
 - 3 Officer Dorm

- Work Stations
- Apparatus Bays (4 Drive through)
- Utility Room
- Climate Controlled Gear Storage
- Janitorial
- Storage
- Storage
- Cascade
- Patio Area
- Integrated Training Components
- Infrastructure Implementation
 - Emergency Generator
 - IT Rack
 - Low Voltage design by Engineer to be coordinated with vendors for wire and conduit schedules.
Electrical plans to indicated infrastructure raceways and junction boxes
 - Wall Mounted Infrastructure Demarcation Coordination
 - Radio System
 - Access Control
- FF&E

1.02: Project Budget

The Project Budget is \$10,000,000, including construction.

1.03: Project Schedule:

Refer to Construction Document Preparation and Proposed Deliverables below

1.04: Scope of Work:

We propose the following services in association with this contract:

Project Administration Services

- Schedule Development & Monitoring
- Preliminary Estimate of Cost of the Work at following milestones:
 - Design Development
 - 50% Construction Documents
 - 95% Construction Documents
- Coordination of Owner-Supplied Data
 - Asbestos and Environmental Reports
 - Environmental Site Assessment
 - Plat
 - Offsite Utility Services
- Agency Consulting as Required for permitting / plan approval
 - City of College Station
 - Texas Department of Licensing and Regulations

Planning & Evaluation Services

- Programming & Design Meetings with the City of College Station and Fire Department Personnel
 - Programming meetings (in person, online)
 - Regular recurring design meetings through Schematic Design to Construction documents
 - in-person meetings to be held at the Office of College Station
 - virtual meetings via Zoom
- Site Development Planning
 - Site Boundary and Topography Surveys to be coordinated by the design team
 - Proposed Fire Station Site
 - Offsite surveying to be provided on an as needed basis
 - As required for coordination of site utilities
- Site Plan Approvals
 - Coordinate with the City of College Station for zoning requirements
 - Parking and Traffic requirements

Design Services

- Construction Document Preparation and Proposed Deliverables:
 - Programming – 3 weeks
 - 50% SD – 3 weeks
 - Construction Manager at Risk Solicitation and Award – 6 weeks
 - 100% SD – 3 weeks
 - 50% DD – 4 weeks
 - 100% DD – 3 weeks
 - Cost Estimate – 3 weeks
 - 50% CD – 3 weeks
 - Submit for Permitting – 4 weeks
 - Cost Estimate – 3 weeks
 - 95% CD – 3 weeks
 - Cost Estimate – 3 weeks
 - 100% CD – 2 weeks
 - Issue for Bidding Documents (after permit approvals) – 2 weeks
 - Issue for Construction Documents (after bids received) – 2 weeks
 - Conformance Documents upon project completion (after Substantial Completion) – 3 weeks
- Schematic Design
 - Provide Owner with plans and project documents in pdf format
 - Includes site plan, floor plan, building elevations
- Design Development
 - Provide Owner with plans and project documents in pdf format
 - Includes site plan, floor plan, building elevations, ceiling and floor finish plans, code analysis, engineering system narrative descriptions and geotechnical evaluation of existing soils
 - Include exterior and interior imagery
- Construction Documents

- Landscaping and Irrigation
 - Provide Landscape Plan specifying the treatment of all exterior landscaping areas within the limits of the property boundary. Calculations conforming to the requirements of the authority having jurisdiction.
 - Design Irrigation Plan and layout of pvc pipes, irrigation heads, controllers, and accessories for a fully operational system. System shall be designed to conserve water and limit operational and maintenance costs.
- Domestic and Sanitary Utilities
 - Design Team shall provide utility tie-in to existing city utilities.
 - Coordination with the authorities having jurisdiction for water and wastewater utilities.
- Electrical and Gas Utilities
 - Design Team shall provide utility tie-in to existing public utilities.
 - Coordination with the authorities having jurisdiction for electrical and gas utilities.
- Civil Construction Plans
 - Prepare a dimensioned site plan and prepare construction plans for the following:
 - Grading plan to establish finish floor elevations and to establish paving elevations on driveways and parking areas.
 - Identify storm water calculations for the preparation of construction plans for storm sewer design
 - Prepare and issue final signed and sealed construction plans for permitting by Civil Engineer licensed by the State of Texas to Authorities having Jurisdiction.
- Storm Water Prevention Plan
 - Prepare a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP will include drawings showing where all the construction phase best management practices will be located written narratives describing how often they will be inspected, and how to document the inspections.
- Building Structure
 - Design Team shall provide site plan, floor plan, elevations, building section, wall sections, interior elevations, schedules, and details.
 - Structural Plans to be provided by a licensed engineer and shall include foundation plans and details, structural components to support all components of building including collateral and lateral loads, dead loads, etc.
 - Prepare and issue final signed and sealed construction plans for permitting by Architect and Structural Engineer licensed by the State of Texas to Authorities having Jurisdiction.
- Building Systems
 - Design of systems within the facilities including Mechanical, Electrical, Plumbing, Security and Technology systems. Systems shall be coordinated and compatible with existing systems incorporated into city facilities.

- Prepare and issue final signed and sealed construction plans for permitting by Engineer licensed by the State of Texas to Authorities having Jurisdiction.
- Coordinate with city's standards for Low-Voltage, Access Control and CCTV design (by Design Team)

Bid Phase

- Release of Bid Documents
- Analysis and/or preparation of Alternates/Substitutions
- Bid/Proposal Evaluation
- Permitting Coordination with all City Departments
- Value Analysis

Contract Administration

- General Administration
- Assist City Administration with public outreach and general notification of project
- Participation in regular Construction Status Meetings
 - Hybrid of on-site and online, as needed
 - Alternating monthly Owner/Architect/Contractor meetings
- Submittal Review
- Site Reviews with Field Reports
 - Monthly, with additional bi-weekly site visits as needed, including by engineering sub-consultants
- Supplemental Documentation in response to Contractor RFIs
- Administration of Changes in the Work
- Interpretations and Clarification of Construction Documents
- Coordinate Construction Material Testing throughout the construction period by licensed firm (anticipated expense of \$50,000)
- Commissioning of Building Systems by third-party engineering firm licensed to perform commissioning (NEBB Certified Technical Commissioning Agent)
- Prepare Conformance Documents
 - Provide in RVT, DWG and PDF formats
- Review and Certify General Contractor's Pay Application on a monthly basis
- Project Close-Out

Facility Operation Services

- Warranty Review
- Post-Contract Evaluation

1.05: Compensation:

Base Fee

- Lump Sum Total of **\$925,000**
 - Fee to include the following disciplines and third-party consultants
 - Architectural Services
 - Civil
 - Landscape Architect
 - Structural Engineer
 - Mechanical/Electrical/Plumbing Engineer



- Geotechnical Engineer
 - Commissioning Agent
- Reimbursable Expenses
 - Costs or fees paid on behalf of the City of College Station and Fire Department by Martinez Architects shall be remitted for reimbursement. These fees include but are not limited to permitting, filing, registration, inspection and printing costs.
 - Construction Material Testing fees – estimated at \$50,000
- Additional Services and Fees
 - Additional work outside the base scope of services shall be conducted as an hourly rate as identified below or as a negotiated lump sum fee. Such additional fees shall be based on impact in the schedule and scope of work requested.
 - Major design revisions from the original design of Harris County ESD 9 Cy-Fair Fire Station No. 6. Major design revisions shall include revisions and additions to the structural system. Minor interior changes shall be anticipated including spatial changes, non-load bearing wall relocation and fixture/equipment changes.
- Hourly Rates
 - Principal \$250/hr.
 - Project Manager \$200/hr.
 - Project Architect/Engineer \$175/hr.
 - Technical Personnel \$100/hr.
 - Clerical \$75/hr.
- Invoicing Schedule
 - Programming 05%
 - Schematic Design 15%
 - Design Development 20%
 - Construction Documents 30%
 - Permitting / Bidding 05%
 - Construction Administration 20%
 - As-Builts / Warranty Phase 05%

Ms. Gonzales – we appreciate the opportunity to work with you, and we look forward to a successful project.

Sincerely,

Ricardo Martinez, AIA

Partner, Martinez Architects

Record Drawing Requirements

The Contractor and City Construction Inspector shall each provide red-line drawings to the Design Engineer for use in the development of Record Drawings. Red-line drawings are the Contractor/Inspector records reflecting changes made to the project during construction and do not constitute Record Drawings.

The Design Engineer shall revise the construction drawings in accordance with the red-line drawings furnished by the Contractor/Inspector. The Record Drawings shall include only the infrastructure “as-built” and not the original design. When changes occur in proposed utility alignment/slope, or when proposed appurtenances are moved to new locations, or any other field changes occur, the Record Drawing plan/profile views and callouts shall accurately reflect said changes. The old alignment, slopes, callouts, etc. shall be deleted. All changes shall be clear, legible, and neat. Record Drawings are the Design Engineer’s incorporation of the red-lines and do not constitute As-Built Drawings.

Within thirty (30) days receipt of red-lines, the Design Engineer shall produce scaled Record Drawings (22” x 34”) stamped “DRAFT” and submit in Adobe PDF for review by City personnel.

Within thirty (30) days of final draft approval, the Design Engineer shall provide the City with Record Drawings, each page being stamped as follows:

"RECORD DRAWING"	
THIS DRAWING HAS BEEN REVISED TO SHOW THOSE CHANGES DURING THE CONSTRUCTION PROCESS REPORTED BY THE CONTRACTOR TO _____ AND CONSIDERED TO BE SIGNIFICANT. THIS DRAWING IS NOT GUARANTEED TO BE "AS BUILT" BUT IS BASED ON THE INFORMATION MADE AVAILABLE.	
DATE: _____	BY: _____

Record Drawing submittals shall be as follows: one full-sized (22” x 34”) set of reproducible prints (unbound, Mylar), one half-sized (11” x 17”) set of prints (bound, bond), and one digital copy in Adobe PDF (minimum 300 dpi resolution).

The City shall remit final payment to the Design Engineer upon receipt of approved Record Drawings, Final Schedule of Values, and a signed Letter of Completion.

NOTE:

The mylar set is for Water Services only and should only include:

- Coversheet
- Table of Contents sheet
- General Notes Sheets
- Water plan and profile sheets
- Sanitary Sewer plan and profile sheets

Exhibit “B”
Payment Terms

Payment is a fixed fee in the amount listed in paragraph 2.01 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.

Schedule of Payment for each phase:

Compensation:

Base Fee

- Lump Sum Total of \$925,000
 - o Fee to include the following disciplines and third-party consultants
 - Architectural Services
 - Civil
 - Landscape Architect
 - Structural Engineer
 - Mechanical/Electrical/Plumbing Engineer
 - Geotechnical Engineer
 - Commissioning Agent
- Reimbursable Expenses
 - o Costs or fees paid on behalf of the City of College Station and Fire Department by Martinez Architects shall be remitted for reimbursement. These fees include but are not limited to permitting, filing, registration, inspection and printing costs.
 - o Construction Material Testing fees – estimated at \$50,000 (INCLUDED IN LUMP SUM)

Exhibit “C”
Certificate(s) of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/16/2024

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 have ADDITIONAL INSURED provisions or 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  Butch Standerfer 1329 Kingwood Dr. Kingwood TX 773393037	CONTACT NAME: Butch Standerfer PHONE (A/C, No, Ext): 281-361-8188 E-MAIL ADDRESS: butch.standerfer.b4qh@statefarm.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Lloyds INSURER B: State Farm Fire and Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 43419 25143
INSURED MARTINEZ ARCHITECTS 900 ROCKMEAD DR STE 250 KINGWOOD TX 773392286		

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

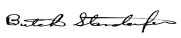
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	90-C5-G207-0	02/09/2023	02/09/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	N/A		90-C5-G214-4	02/09/2023	02/09/2024	EACH OCCURRENCE \$ 4,000,000
	AGGREGATE \$ 4,000,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	90-GU-C424-6	02/09/2023	02/09/2024	☒ PER STATUTE ☐ OTH-ER \$
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						

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

The City of College Station is an Additional Insured and further providing "primary and non-contributory" language. The coverage amount meets the City's insurance agreement requirements. General Aggregate Limits shall be endorsed to be per project.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF COLLEGE STATION PO BOX 9960 COLLEGE STATION TX 77842-7960	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  This form was system-generated on 01/16/2024
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/16/2024

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 have ADDITIONAL INSURED provisions or 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 1964JC UBEDA MONTEMA 4200 RESEARCH FOREST, THE WOODLANDS, TX 77381	CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing PHONE (A/C, No, Ext): 1-800-444-4487 FAX (A/C, No): E-MAIL ADDRESS: progressivecommercial@email.progressive.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Progressive County Mutual Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED MARTINEZ ARCHITECTS, LP 900 ROCKMEAD DR. #250 HOUSTON, TX 77339	NAIC # 29203

COVERAGES

CERTIFICATE NUMBER: 771754268708138605D011624T224900

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	08361797	11/23/2023	11/23/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	See ACORD 101 for additional coverage details.	Y	Y	08361797	11/23/2023	11/23/2024	\$

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

CERTIFICATE HOLDER

CITY OF COLLEGE STATION
PO BOX 9960
COLLEGE STATION, TX 77842

CANCELLATION

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



AGENCY CUSTOMER ID: _____
LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY 1964JC UBEDA MONTEMA		NAMED INSURED MARTINEZ ARCHITECTS, LP 900 ROCKMEAD DR. #250 HOUSTON, TX 77339
POLICY NUMBER 08361797		
CARRIER Progressive County Mutual Insurance Company	NAIC CODE 29203	EFFECTIVE DATE: 11/23/2023

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Uninsured/Underinsured Motorist	\$500,000 Combined Single Limit
Uninsured Motorist Property Damage	(included in combined single limit w/\$250 Ded)

Description of Location/Vehicles/Special Items

Scheduled autos only

2014 RAM RAM 1500 1C6RR6NT0ES190663

Collision	\$500 Ded
Comprehensive	\$500 Ded
Personal Injury Protection	\$2,500
Rental Reimbursement	\$50 Per Day (\$1,500 Max)
Roadside Assistance	Selected w/\$0 Ded

2017 ACURA ILX 19UDE2F33HA008942

Collision	\$500 Ded
Comprehensive	\$500 Ded
Personal Injury Protection	\$2,500
Rental Reimbursement	\$50 Per Day (\$1,500 Max)
Roadside Assistance	Selected w/\$0 Ded

2017 BMW 750 WBA7F0C30HGM22045

Collision	\$500 Ded
Comprehensive	\$500 Ded
Personal Injury Protection	\$2,500
Roadside Assistance	Selected w/\$0 Ded

Liability coverage may not apply to all scheduled vehicles.

Additional Information

Certificate holder is covered as a waiver of subrogation holder on the Progressive Commercial Auto Policy, if required by written contract, per Blanket Waiver of Subrogation endorsement.

Certificate holder is listed as an Additional Insured.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/16/2024

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600		CONTACT NAME: Callie Renaud PHONE (A/C, No, Ext): 713 490-4600 E-MAIL ADDRESS: callie.renaud@usi.com FAX (A/C, No): 713-490-4700	
INSURED Martinez Architects, LP 900 Rockmead Dr. Ste 250 Houston, TX 77339		INSURER(S) AFFORDING COVERAGE INSURER A : Hudson Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
		NAIC # 25054	

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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / ☒ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			PRB0619116253	03/25/2023	03/25/2024	\$2,000,000 per claim \$2,000,000 annl aggr.

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

CERTIFICATE HOLDER

CANCELLATION

City of College Station PO Box 9960 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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Exhibit “D”
City of College Station
Standard Form of Agreement between
City and Construction Manager at Risk

**CITY OF COLLEGE STATION
STANDARD FORM OF AGREEMENT
BETWEEN CITY AND CONSTRUCTION MANAGER AT RISK**

This Agreement is entered into by and between the **City of College Station**, a Texas home-rule municipal corporation (the “City”) and _____, a _____ (the “Construction Manager” or Contractor”) for the construction and/or installation of the following City Project: _____, as more particularly described in Paragraph 2.17 of this Agreement.

**ARTICLE I.
GENERAL CONDITIONS**

1. GENERAL PROVISIONS

1.01 Relationship of the Parties. The Construction Manager accepts the relationship of trust and confidence established with the City by this Agreement, and covenants with the City to furnish the Construction Manager’s reasonable skill and judgment and to cooperate with the Architect in furthering the interests of the City for the Project. The Construction Manager shall furnish construction administration and management services and use the Construction Manager’s best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the City. The City shall endeavor to promote harmony and cooperation among the City, Architect, Construction Manager and other persons or entities employed by the City for the Project.

2. DEFINITIONS

2.01 Unless specifically defined, words used in this Agreement shall be interpreted according to their common usage or meaning to result in the most reasonable application. Unless otherwise designated, the following specific definitions (and others specifically defined in other paragraphs of this Agreement) shall apply whether a term or phrase appears in capital letters or in bolded, italicized, or underlined print.

2.02 Addenda. Addenda are written or graphic instruments issued prior to or at the execution of the Contract, which modify or interpret the proposal documents, including Drawings and Specifications, by additions, deletion, clarification, or corrections. Addenda will become part of the Agreement Documents when the Agreement is executed.

2.03 Approved, Approved Equal and Approved Equivalent, or Equal relate to the substitution of materials, equipment or procedure approved in writing by the Architect prior to receipt of proposals. The substitution procedure process to be followed prior to receipt of competitive sealed proposals is described in the instruction to proposers.

2.04 Calendar Day or Day. A “calendar day” or “day” is any day of the week or month, no days being excepted, and further, unless specifically designated as a “working day,” a day described in this Agreement is a calendar day.

2.05 City or Owner. Whenever the word “City” is used, it shall mean and be understood as referring to the City of College Station, Texas, acting by and through its City Council or

Representative. The terms “Owner” and “City” are synonymous as used in this Agreement.

2.06 City’s Representative. Whenever the words “City’s Representative” or “Representative” are used, it shall mean and be understood as referring to the City Manager or their delegate, who shall act as the City’s agent. The City’s Representative may inspect and issue instructions but shall not directly supervise the Contractor. The City’s inspector has authority to reject the Work for failure to comply with the Agreement Documents and/or applicable laws.

2.07 Agreement Documents. The term “Agreement Documents” shall mean those documents listed in Paragraph 3. The Agreement Documents form the Agreement for Construction. The Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Agreement may be amended or modified only by a written Modification. The Agreement Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the City and a Subcontractor or Sub-subcontractor, (3) between the City and Architect or (4) between any persons or entities other than the City and Contractor. The Architect shall be entitled, however, to performance and enforcement of obligations of the Contractor under the Agreement intended to facilitate performance of the Architect’s duties.

2.08 Contractor. Whenever the word “Contractor” is used, it shall mean the person(s), partnership, or corporation or other business entity executing this Agreement with the City and that has agreed to perform the work described in this Agreement and the Agreement Documents; specifically, it shall mean the Construction Manager. Contractor and Construction Manager are synonymous as used in this Agreement.

2.09 Agreement Time. The “Agreement Time” is the period of time which is established in the Agreement Documents for Substantial Completion of the Work. This period of time is not subject to adjustment or extension without the written permission of the City.

2.10 Drawings. The Drawings are the graphic and pictorial portions of the Agreement Documents showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

2.11 Extra Work. The term “Extra Work” shall mean and include work that is **not** covered or contemplated by the Agreement Documents but that may be required by the City’s Representative and approved by the City in writing **before** the work being done by the Contractor.

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

2.13 Interpretation of Phrases. Whenever the words “directed”, “permitted”, “designated”, “required”, “considered necessary”, “prescribed”, or words of like import are used, it is understood that the direction, requirement, permission, order, designation, or prescription of the City’s Representative is intended. Similarly, the words “approved”, “acceptable”, “satisfactory”, or

words of like import shall mean approved by, accepted by, or satisfactory to the City's Representative. In the interest of brevity, the Agreement Documents may omit modifying words such as "all" or "any" and articles such as "the" and "an", but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

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

2.15 Notice to Proceed. A notice that may be given by the Owner to the Contractor that directs the Contractor to start the Work.

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

2.17 Project. The term "Project" shall mean and include: (a) the City's _____ project; and (b) all that is required to obtain a final product that is acceptable to the City for said project. The term "Work" shall have like meaning. The Project is the total construction of which the Work performed under the Agreement and Agreement Documents may be the whole or a part and which may include construction by the City or by separate contractors. All provisions of this Agreement pertain and relate to the successful completion of the Project herein described and no other development or construction project (past or present) of the City or Contractor.

2.18 Punch List. A comprehensive list prepared by the Contractor before Substantial Completion to establish all items to be completed or corrected; this list may be supplemented by the Architect or the City.

2.19 Specifications. The Specifications are that portion of the Agreement Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services. Organization of the Specifications into divisions, sections and articles, and arrangement of drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Specifications are attached hereto as **Exhibit D** and are incorporated herein for all purposes.

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

2.21 Substantial Completion. The terms "Substantial Completion" and "Substantially Completed" mean that in the opinion of the City's Representative the Project (communicated through the procedure described in this section 2.21), including all systems and improvements, is in a condition to serve its intended purpose but still may require minor miscellaneous work and adjustment. Substantial Completion notice shall be given in writing by the City Manager or the City's Director of Capital Projects stating the existence of the requirements of this section 2.21 and the date Substantial Completion was accomplished. Final payment of the Agreement Price, including retainage, however, shall be withheld until Final Completion and acceptance of the work

by the City. Acceptance by the City shall not impair or waive any warranty obligation of Contractor.

2.22 Work. The term “Work” means the construction and services required by the Agreement Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project. The Work includes all labor, parts, supplies, skill, supervision, transportation, services, and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Agreement Documents and all other items of cost or value needed to produce, construct and fully complete the Work identified by the Agreement Documents.

2.23 Working Day. A “working day” means any day not including Saturdays, Sundays, or legal holidays recognized by the City, and further, unless designated as a “working day,” a day described in this Agreement is a calendar day.

2.24 Other Specifically Defined Terms. The parties agree as follows:

(a) “**Agreement Sum,**” as described in Paragraph 15.01, is the total amount payable by the City to the Contractor for performance of the Work under the Agreement Documents, including authorized adjustments.

(b) “**Application for Payment,**” as described in Paragraph 15.03, means an itemized application for payment made by the Contractor and submitted to the Architect for operations completed in accordance with the Schedule of Values and an updated project schedule for the Work.

(c) “**Change Order,**” as described in Paragraphs 13.02, means a written instrument prepared by the City and reviewed by the Architect, which, when finalized, is signed by the City, Contractor and Architect, stating their agreement upon all of the following: (i) a Change in the Work; (ii) the amount of the adjustment, if any, in the Agreement Sum; and (iii) the extent of the adjustment, if any, in the Agreement Time.

(d) “**Change in Work,**” as described in Paragraphs 13.01-13.03, means an authorized change in the Work made the basis of a Change Order, Construction Change Directive, or order for a minor change in the Work.

(f) “**Construction Change Directive,**” as described in Paragraph 13.03, means a written order prepared by the Architect and signed by the City and Architect, directing a Change in the Work before an agreement on adjustment, if any, in the Agreement Sum or Agreement Time, or both.

(g) “**Guaranteed Maximum Price,**” as described in Paragraphs 23.03 and 26.02, means the sum of the estimated Cost of the Work and the Contractor’s Fee.

(h) “**Milestone Dates**,” as described in Paragraph 5.11, mean the dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Agreement Documents.

(i) “**Product Data**,” as described in Paragraph 5.13, means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

(j) “**Samples**,” as described in Paragraph 5.13, mean physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

(k) “**Schedule of Values**,” as described in Paragraph 15.02, means a written submission by the Contractor to the Architect for approval (to be submitted by the Contractor before the first Application for Payment), which submitted schedule fairly allocates the various portions of the Work, and is prepared in such form and supported by such data to substantiate its accuracy as reasonably required by the Architect.

(l) “**Shop Drawings**,” as described by Paragraph 5.13, mean drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

2.25 General Interpretation. Unless otherwise stated in the Agreement Documents, words which have well-known technical, or construction industry meanings are used in the Agreement Documents in accordance with such recognized meanings. Unless otherwise designated in this Agreement, the past, present, or future tense shall each include the other, the masculine or feminine gender shall each include the other, and the singular and plural number shall each include the other where necessary for a correct meaning. Unless otherwise designated, the numbered paragraph and subparagraph provisions of this Agreement will be referred to as numbered “paragraphs” or “subparagraphs,” however, it shall be understood that should “section” and “subsection” be used as a descriptive term to identify a specific provision of this Agreement, those terms are synonymous with “paragraph” and “subparagraph” in this Agreement.

3. THE AGREEMENT DOCUMENTS

3.01 The Agreement Documents and their priority shall be as follows:

- (a) This signed Agreement.
- (b) Addendum to this Agreement.
- (c) General Conditions.
- (d) Special Conditions.
- (e) Technical specifications.
- (f) Drawings.
- (g) Instructions to Bidders and any other notices to Bidders or Contractor.
- (h) Performance bond, Payment bonds, Bid bonds and Special bonds.

(i) Contractor's Proposal.

3.02 Distribution of Agreement Documents. The Contractor shall distribute copies of the plans and specifications to suppliers and subcontractors as necessary. The Contractor shall keep one (1) copy of the plans and specifications accessible at the work site with the latest revisions noted thereon.

3.03 Prohibition of Re-Use. All drawings, specifications, and copies thereof furnished by the City shall not be re-used on other work, and with the exception of one (1) copy of the signed Agreement Documents, all documents, including sets of the plans and specifications and "as built" drawings, are to be returned to the City on request at the completion of the work. All Agreement Documents, models, mockups, or other representations are the property of the City. In the event of inconsistencies within or between parts of the Agreement Documents, the Contractor shall (a) provide the better quality or greater quantity of Work, or (b) comply with the more stringent requirement, either or both in accordance with the City's interpretation.

4. OWNER

4.01 Owner or City. The Owner is the person or entity identified as such in the Agreement. The term "Owner" means the City of College Station acting by and through its City Council or the City's Representative. The terms "Owner" and "City" are synonymous as used in this Agreement.

4.02 Presence of Owner or Architect. The presence of the City or Architect at the Work site does not imply acceptance or approval of Work.

4.03 Information and Services Required of the Owner. Information or services reasonably necessary for the Work and under the City's control shall be furnished by the City with reasonable promptness when requested in writing by the Contractor. In any instance where information or services from the City or Architect is required, Contractor shall promptly notify the Architect in writing, with a copy to the City, of the particular need. **Absent such notification, any claim based upon lack of such information or services shall be waived.**

4.04 Owner's Right to Stop the Work. If the Contractor fails to correct Work which is not in accordance with the requirements of the Agreement Documents as required by Paragraph 20.2 or fails to carry out Work in accordance with the Agreement Documents, the City may: (a) issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated, however, the right of the City to stop the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity; (b) terminate this Agreement; and/or (c) seek authorized remedies for a default of this Agreement.

4.05 Owner's Right to Carry out the Work.

(a) If the Contractor defaults or neglects to carry out the Work in accordance with the Agreement Documents and fails within a seven-day period after receipt of written notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City may, without prejudice to other remedies the City may

have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Architect's additional services made necessary by such default, neglect, or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the City.

(b) After the Work is complete, the City may make emergency repairs to the Work, if necessary, to prevent further damage, or if the Contractor does not promptly respond to a notice of condition requiring repairs. Contractor shall be responsible to City for this cost if the repairs are due to the Contractor's defective Work. If payments then or thereafter due the Contractor are not sufficient to cover such costs, the Contractor shall pay the difference to the City.

4.06 Owner's Right to Use or Occupy.

(a) The City shall have the right to occupy or use without prejudice to the right of either party, any completed or largely completed portions of the Project, notwithstanding the time for completing the entire Work or such portions may not have expired. Such occupancy and use shall not constitute Substantial Completion or Final Completion of the Work, and shall not constitute acceptance of any Work not in accordance with the Agreement Documents.

(b) If such prior use delays the completion of the Project, the Contractor shall be entitled to extension of time, which claim shall be in writing with supporting data attached.

(c) Insurance and Bonds regarding property insurance requirements are required in the event of such occupancy pursuant to Paragraph 19.

5. CONTRACTOR

5.01 Contractor. The Contractor (also called Construction Manager) is the person or entity identified as such in the Agreement. The term "Contractor" means the Contractor or the Contractor's authorized representative.

5.02 Contractor to Perform the Work. The Contractor shall perform the Work in accordance with the requirements of the Agreement Documents and Sections 2269.255 through 2269.258 of the Texas Government Code regarding the conduct and activities of a Construction Manager at Risk.

5.03 Architect Activities and Tests. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Agreement Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

5.04 Review of Agreement Documents and Field Conditions by Contractor.

- (a)** The Contractor shall carefully study and compare the Agreement, Conditions of the Contract, Drawings, Specifications, Addenda, and Modifications and shall at once report to the Architect any error, inconsistency, or omission the Contractor discovers. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Agreement Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Architect as a request for information in such form as the Architect may require. If the Contractor performs, authorizes, or directs any construction activity knowing it involves a recognized error, inconsistency or omission in the Agreement Documents without such notice to the Architect, the Contractor shall assume responsibility for such activity and shall pay the total amount of the attributable costs for correction. Contractor shall not be liable to City or Architect for any damage resulting from such error, inconsistency or omission which Contractor should not have discovered, or which Contractor did discover and at once so reported. Contractor shall not authorize or perform Work without approved Drawings and Specifications.
- (b)** If the Contractor fails to perform the obligations of Paragraph 5.4(a), the Contractor shall pay such costs and damages to the City as would have been avoided if the Contractor had performed such obligations.
- (c)** The Contractor shall not be entitled to additional compensation for the “rework portion” of any additional work caused by its failure to carefully study and compare the Agreement Documents prior to execution of the Work.
- (d)** The Contractor shall make a reasonable attempt to interpret the Agreement Documents before asking the Architect for assistance in interpretation. The Contractor shall not ask the Architect for observance of work prior to the Contractor’s field superintendent’s personal inspection of the Work and their determination that the Work complies with the Agreement Documents. The Contractor shall arrange meetings prior to commencement of the Work of all major Subcontractors to allow the Subcontractor(s) to ask for any interpretation it may require.
- (e)** If, in the opinion of the Architect, the Contractor does not make a reasonable effort to comply with the above requirements of the Agreement Documents and this causes the Architect or its Consultants to expend an unreasonable amount of time in the discharge of the duties imposed on the Architect by the Agreement Documents, then the Contractor shall bear the cost of compensation for the Architect’s additional services made necessary by such failure. The Architect will give the Contractor prior notice of intent to bill for additional services related to above requirements before additional services are performed.
- (f)** If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor’s ability to satisfactorily perform with Work or to honor Contractor’s Warranty, Contractor shall promptly notify the Architect, in writing, providing substantiation for Contractor’s position. Any necessary changes, including substitution of materials, shall be accomplished by appropriate Modification.

5.05 Supervision And Construction Procedures.

(a) The Contractor shall perform, supervise, and direct the Work for the Project, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Agreement Documents give other specific instructions concerning these matters. If the Agreement Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences, or procedures may not be safe, the Contractor shall give timely written notice to the City and Architect, and the Contractor shall not proceed with that portion of the Work without further written instructions from the Architect.

(b) The Contractor shall be responsible to the City for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors for the Project. It is understood and agreed that the relationship of the Contractor to City shall be that of an independent contractor. Nothing contained herein or inferable here from shall be deemed or construed to (1) make Contractor the agent, servant or employee of the City, or (2) to create any partnership, joint venture, or other association between City and Contractor. Any direction or instruction by City or any of its authorized representatives in respect of the Work shall relate to the results the City desires to obtain from the Work, and shall in no way affect Contractor's independent contractor status described herein.

(c) The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

(d) Contractor shall execute the Work in a good and workmanlike manner, continuously and diligently in accordance with generally accepted industry standards of construction management and practice for construction of projects similar to the Project, using qualified, careful and efficient workers and in conformity with the provisions of this Agreement and the other Agreement Documents.

5.06 Labor And Materials.

(a) Unless otherwise provided in the Agreement Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities, goods, fixtures, and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

(b) The Contractor may make substitutions only with the consent of the City, after evaluation by the Architect and in accordance with a Change Order.

(c) The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

5.07 Warranty.

(a) The Contractor warrants to the City and Architect that facilities, materials, goods, fixtures, and equipment furnished under the Agreement will be of good quality and new unless otherwise required or permitted by the Agreement Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Agreement Documents and recognized industry standards. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance (unless such maintenance is Contractor's responsibility), improper operation, or normal wear and tear. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials, goods, and equipment. The warranties set out in this Paragraph are not exclusive of any other warranties or guarantees set out in other places in the Agreement Documents or implied under applicable law.

(b) Before final payment, Contractor shall furnish any manufacturer warranties required by the Agreement Documents.

(c) When deemed necessary by the City, and prior to installation of any items specifically made subject to a performance standard or regulatory agency standard under any provision of the Agreement Documents, Contractor shall furnish proof of conformance to the Architect. Proof of Conformance shall be in the form of (1) an affidavit from the manufacturer certifying that the item is in conformance with the applicable standard, (2) an affidavit from a testing laboratory certifying that the product has been tested within the past year and is in conformance with the appreciated standard, or (3) such further reasonable proof as required by the Architect.

(d) The warranties of Contractor provided in Subparagraph 5.7(a) shall in no way limit or abridge the warranties of the suppliers of equipment and system which are to comprise a portion of the Work and all of such warranties shall be in form and substance as required by the Agreement Documents. Contractor shall take no action or fail to act in any way which results in the termination or expiration of such third-party warranties or which otherwise results in prejudice to the rights of City under such warranties. Contractor agrees to provide all notices required for the effectiveness of such warranties and shall include provisions in the contracts with the providers and manufacturers of such systems and equipment whereby the City shall have a direct right, but not a duty, of enforcement of such warranty obligations.

(e) In the event of failure of materials, goods, fixtures, equipment, products, services, or workmanship, either during construction or the warranty period (which shall be two (2) years from the Date of Final Completion, except where a longer period is specified), the

Contractor shall take appropriate measures to assure correction or replacement of the defective items, whether notified by the City or Architect.

(f) Approximately eleven (11) months after Substantial Completion, the Contractor shall accompany the City and Architect on a complete inspection of the Project and be responsible for correcting any observed or reported deficiencies within thirty (30) calendar days.

5.08 Permits, Fees and Notices.

(a) Unless otherwise provided in the Agreement Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are secured after execution of the Agreement, and which are legally required when bids are received or negotiations concluded. All connection charges, assessments or inspection fees as may be imposed by any city or utility company are included in the Agreement Sum and shall be the Contractor's responsibility.

(b) The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders and all other requirements of public authorities applicable to performance of the Work. The Contractor shall procure and obtain all bonds (including without limitation performance and payment bonds) required of the City or the Contractor by the Agreement Documents. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary back-up material, and furnish the surety with any required information. The Contractor shall also obtain and pay all charges for all approvals for street closing and other similar matters as may be necessary or appropriate from time to time for the performance of the Work.

(c) It is not the Contractor's responsibility to ascertain that the Agreement Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes or should have observed that portions of the Agreement Documents are contrary therewith, the Contractor shall promptly notify the Architect and City in writing, and necessary changes shall be accomplished by appropriate Modification.

(d) If the Contractor performs Work which it knows or should have known to be contrary to applicable laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and City, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

(e) The Contractor shall be responsible for timely notification to and coordination with all utility companies regarding the provision of or revising of services to the Project. The Contractor shall inform the Architect at once when the City's participation is required. Connections for temporary and permanent utilities required for the Work are the responsibility of the Contractor. Payment for temporary and/or permanent utility services through Final Completion of the Work shall be the responsibility of the Contractor.

5.09 Allowances.

(a) The Contractor shall include in the Agreement Sum all allowances stated in the Agreement Documents. These stated allowances represent the cost estimate of the materials, goods, fixtures, and equipment delivered and unloaded at the Project site. The Contractor's installation, labor, overhead, profit, and other expenses contemplated for the allowance for material, goods, fixtures, and equipment shall be included in an allowance only when called for in the Agreement Documents. The Contractor shall purchase the allowance for materials, goods, fixtures, and equipment as directed by the Architect based on the lowest responsive bids of at least three (3) competitive bids. If the actual cost of the materials, goods, fixtures, and equipment delivered and unloaded at the Project site is more or less than all the allowance estimates, upon City approval, the Agreement Sum will be adjusted accordingly by Change Order.

(b) The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Paragraph 5.9(a), and (2) changes in Contractor's costs, subject to the limitations set forth at Paragraph 13.1(a)(1).

(c) Materials, goods, fixtures, and equipment under an allowance shall be selected with reasonable promptness by the City to avoid delays in the Work (provided that if a decision is needed by a certain date to avoid delay, Contractor shall notify Architect in writing sufficiently in advance of the needed date to allow reasonable time for selections).

5.10 Superintendent. The Contractor shall employ a competent superintendent (approved by the City) and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing by e-mail or by communication with a secure electronic signature. Other communications shall be similarly confirmed on written request in each case. Notwithstanding the foregoing, Contractor shall keep on the job the superintendent approved by City who shall not be transferred from the Project without City's consent (which shall not be unreasonably withheld). However, such obligation to furnish the superintendent shall not be construed (1) to preclude the promotion within Contractor's organization of any person assigned to the Project or (2) to give rise to any liability of Contractor if any person assigned to the Project leaves Contractor's employ. If City reasonably determines that any employee of Contractor or of its Subcontractors is careless or not qualified to perform the Work assigned to him, and City and Contractor cannot, after a diligent and good faith attempt, agree what action should be taken with respect to the removal or reassignment of such employee, the Contractor shall promptly remove such employee from the Project and replace such employee. At all times while procurement activities are being performed in Contractor's office, Contractor shall appoint an individual (approved by City, acting reasonably) authorized to act on behalf of Contractor and with whom City may consult at all reasonable times, and who shall be authorized to receive the instructions, requests, and decisions of City. All of Contractor's and Subcontractor's personnel shall comply with all applicable health, safety, risk management, and loss prevention rules and policies of applicable industry and regulatory standards. Contractor shall, at its own expense, remove from the Project any person who fails to comply with such rules and instructions in any material respect.

5.11 Contractor's Construction Schedules.

- (a)** The Contractor shall, promptly after executing the Contract, develop a construction schedule reasonably defining a plan for completing the Work within the required time. The format and detail of the schedule shall be in keeping with the size and complexity of the Project, and the schedule and all updates shall be subject to approval of the City and Architect. The schedule and any updates shall not exceed time limits current under the Agreement Documents including granted time extensions, and shall be revised at appropriate intervals as reasonably required by the City and Architect, shall be related to the entire Project (if more than one Agreement is involved in the Project), and shall provide for expeditious and practicable execution of the Work. All updated schedules shall address the subject of how the Contractor intends to overcome any delays previously encountered. The Contractor shall submit to the Architect with each monthly Application for Payment, a copy of the updated construction schedule as a prerequisite for approval of Applications for Payment.
- (b)** The Contractor shall prepare and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review submittals.
- (c)** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the City and Architect.
- (d)** The process of approving Contractor's schedules and updates to Contractor's schedules shall not constitute a warranty by the City that any non-Contractor milestones or activities will occur as set out in the Contractor's schedules. Approval of a Contractor's schedule does not constitute a commitment by the City to furnish any Owner-furnished information or material any earlier than City would otherwise be obligated to furnish that information or material under the Agreement Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work, which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold the additional time and costs to a minimum. The construction schedules shall be in a detailed format satisfactory to the City and the Architect and shall also: (1) provide a graphic representation of all activities and events that will occur during performance of Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Agreement Documents (hereinafter referred to as Milestone Dates). If not accepted, the construction schedules shall be promptly revised by the Contractor in accordance with the recommendations of the City and Architect and re-submitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedules and shall promptly advise the City of any delays or potential delays. The accepted construction schedules shall be updated to reflect actual conditions as set forth in Paragraph 5.11(a), if requested, by either the City or Architect. In the event any schedule indicates any delays, the Contractor shall propose an affirmative plan to correct the delay. In no event shall any schedule constitute an

adjustment in the Agreement Time, any Milestone Date, or the Agreement Sum unless any such adjustment is agreed to by the City and authorized pursuant to Change Order.

5.12 Documents And Samples at The Site. The Contractor shall maintain at the site for the City one record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the City upon completion of the Work.

5.13 Shop Drawings, Product Data and Samples.

(a) Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

(b) Product Data means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

(c) Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

(d) Shop Drawings, Product Data, Samples, and similar submittals are not Agreement Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Agreement Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Agreement Documents. Review by the Architect is subject to the limitations of Paragraph 9.2(g). Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Agreement Documents. Submittals which are not required by the Agreement Documents may be returned by the Architect without action.

(e) The Contractor shall review for compliance with the Agreement Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Agreement Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the City or of separate contractors. Submittals which are not marked as reviewed for compliance with the Agreement Documents and approved by the Contractor may be returned by the Architect without action.

(f) By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Agreement Documents. If, in the opinion of the Architect, the shop drawings indicate a lack of study and the review by the Contractor is incomplete or indicate an inadequate understanding of the Work covered by the shop

drawings, prior to submittal to the Architect, the shop drawings will be returned, unchecked, to the Contractor for correction of any/all of these deficiencies for subsequent resubmittal.

(g) The Contractor shall perform no portion of the Work for which the Agreement Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

(h) The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Agreement Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

(i) The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice the Architect's approval of a resubmission shall not apply to such revisions.

(j) The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Agreement Documents for a portion of the Work or unless the Contractor needs to provide such services to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional (including a licensed architect or engineer) related to systems, materials, goods, fixtures, or equipment are specifically required of the Contractor by the Agreement Documents, the City and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by such a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The City and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the City and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Paragraph 5.13(j), the Architect will review, approve, or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Agreement Documents. The

Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Agreement Documents.

(k) Adequate copies of Shop Drawings for architectural, structural, mechanical, and electrical work shall be submitted to the Architect for review.

(l) The Contractor shall submit complete Drawings, Data and Samples to the Architect at least thirty (30) days prior to the date the Contractor needs the reviewed submittals returned. The Contractor shall be prepared to submit color samples on any key items within sixty (60) days of the execution of the Contract. Once samples of all key items are received, the Architect will finalize color selections.

(m) The Contractor shall submit the number of hard/physical copies of Samples which the Contractor and its Subcontractor(s) need for their use PLUS two (2) additional sets for the Architect, one (1) additional set for the City. Product data submittals shall be made digitally to Subcontractor(s), the Architect, and the City. Where Shop Drawings are involved, the Contractor shall submit digital versions to Subcontractor(s), the Architect, and City. After final review and correction of the submittal, Contractor shall send a corrected digital set to the Subcontractor(s), Architect and City.

(n) The Contractor shall provide composite drawings within three (3) months of Agreement signing showing how all piping, ductwork, lights, conduit, equipment, etc. will fit into the ceiling space allotted, including clearances required by the manufacturer, by code, or in keeping with good construction industry standards and practice. Space for all trade elements must be considered on the same drawing. Drawings shall be at ¼ inch per foot minimum scale and shall include invert elevations and sections required to meet the intended purpose.

5.14 Use of Project Site.

(a) The Contractor shall confine operations at the Project site to areas permitted by law, ordinances, permits and the Agreement Documents and shall not unreasonably encumber the site with materials or equipment.

(b) The Contractor's access to the Project site, parking, field office location, material and equipment storage, and confinement of said areas shall be coordinated with, and approved by the City before the Contractor's mobilization on the site. Once agreed upon, the Contractor shall not adjust or increase any of the above areas without prior consent by the Owner.

5.15 Cutting And Patching.

(a) The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

(b) The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the City or separate contractors by cutting, patching or

otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the City or a separate contractor except with written consent of the City and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the City or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

5.16 Cleaning Up.

(a) The Contractor shall keep the premises and surrounding area mowed and free from accumulation of weeds and waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. The Contractor shall be responsible for protection of the Work and shall repair or replace damaged work at Substantial Completion of the Work. The Contractor shall remove all temporary protections at the completion of the Work.

(b) If the Contractor fails to clean up as provided in the Agreement Documents, the City may do so, and the cost thereof shall be charged to the Contractor.

(c) Prior to the Architect's inspection for Substantial Completion, the Contractor shall: clean exterior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; clean goods, equipment, and fixtures to a sanitary condition; clean roofs; clean the Project site; sweep paved areas and rake clean other surfaces; and remove trash and surplus materials from the Project site.

5.17 Access To Work. The Contractor shall provide the City and Architect access to the Work in preparation and progress wherever located.

5.18 Royalties, Patents and Copyrights. The Contractor shall pay all royalties and license fees required for the Project. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the City and Architect harmless from loss on account thereof (as described in Paragraph 6), but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Agreement Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the City or Architect. However, if the Contractor has reason to believe that the required design, process, or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

6. INDEMNIFICATION AND RELEASE

6.01 Contractor Not Providing Architectural or Engineering Services. When the Contractor is not providing architectural or engineering services for the Project (such as when such services are not required by the Agreement Documents for a portion of the Work, or when the Contractor does not need to provide such services to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures), then the following indemnity and release provisions apply:

CONTRACTOR SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY THE CITY FROM ANY AND ALL CLAIMS, DEMANDS, EXPENSES, LIABILITY OR CAUSES OF ACTION FOR INJURY TO ANY PERSON, INCLUDING DEATH, AND FOR DAMAGE TO ANY PROPERTY, TANGIBLE OR INTANGIBLE, OR FOR ANY BREACH OF AGREEMENT ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE WORK DONE BY ANY PERSON UNDER THIS AGREEMENT. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION SHALL EXTEND TO, AND INCLUDE, ANY AND ALL CLAIMS, CAUSES OF ACTION OR LIABILITY CAUSED BY THE CONCURRENT, JOINT AND/OR CONTRIBUTORY NEGLIGENCE OF THE CITY, AN ALLEGED BREACH OF AN EXPRESS OR IMPLIED WARRANTY BY THE CITY OR WHICH ARISES OUT OF ANY THEORY OF STRICT OR PRODUCTS LIABILITY. THERE SHALL BE NO ADDITIONAL INDEMNIFICATION OTHER THAN AS SET FORTH IN THIS SECTION. ALL OTHER PROVISIONS REGARDING THE SAME SUBJECT MATTER SHALL BE DECLARED VOID AND OF NO EFFECT.

The indemnification contained above shall include but not be limited to the following specific instances:

- (a) The City is damaged due to the act, omission, mistake, fault or default of the Contractor.**
- (b) In the event of any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.**
- (c) In the event of any and all injuries to or claims of adjacent property owners caused by the Contractor, its agents, employees, and representatives.**
- (d) In the event of any damage to the floor, walls, etc., caused by the Contractor's personnel or equipment during installation.**
- (e) The removal of all debris related to the Work.**
- (f) The acts and omissions of the subcontractors.**
- (g) The Contractor's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.**

Contractor's indemnification obligations in this Paragraph 6.01 shall survive termination, completion, abandonment and final payment.

REGARDING THIS RELEASE, THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER, AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST

OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON (WHETHER EMPLOYEES OF EITHER PARTY OR OTHER THIRD PARTIES) AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY (WHETHER PROPERTY OF EITHER OF THE PARTIES HERETO, THEIR EMPLOYEES, OR OF THIRD PARTIES) THAT IS CAUSED BY OR ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE CONTRACTOR'S WORK TO BE PERFORMED HEREUNDER. THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE, AND IN THE EVENT OF INJURY, DEATH, PROPERTY DAMAGE, OR LOSS SUFFERED BY THE CONTRACTOR, ANY SUBCONTRACTOR, OR ANY PERSON OR ORGANIZATION DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM TO PERFORM OR FURNISH WORK ON THE PROJECT, THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS, OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE INTENTIONAL OR WILLFUL ACT, NEGLIGENCE, OR GROSS NEGLIGENCE OF THE CITY.

6.02 Contractor Providing Architectural or Engineering Services. When the Contractor is providing architectural or engineering services for the Project (such as when those services are required by the Agreement Documents for a portion of the Work, or when the Contractor needs to provide those services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures), then the following indemnity and release provisions shall apply pursuant to section 271.904 of the Texas Local Government Code, as amended, and other authority.

THE CONTRACTOR, AS THE INDEMNITOR, SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY AGAINST LIABILITY FOR ALL DAMAGE OR LIABILITY (INCLUDING ALL MONETARY DAMAGES AND JUDGMENTS, LEGAL OR EQUITABLE RELIEF, COSTS, EXPENSES, COURT COSTS, INTEREST, REASONABLE ATTORNEY'S FEES, AND JUST AND LAWFUL OFFSETS AND CREDITS) REGARDING THE PROJECT TO THE EXTENT THAT SAID DAMAGE OR LIABILITY IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER, AND COMMITTED BY SAID INDEMNITOR OR SAID INDEMNITOR'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH SAID INDEMNITOR EXERCISES CONTROL; HOWEVER, THIS INDEMNITOR OBLIGATION EXPRESSLY DOES NOT APPLY WHEN THE DAMAGE, LIABILITY, CLAIM OR JUDGMENT IS BASED WHOLLY OR PARTLY ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE CITY, THE CITY'S EMPLOYEE OR AGENT, OR OTHER PERSON OR ENTITY OVER WHICH THE CITY EXERCISES CONTROL.

REGARDING THIS RELEASE, THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER, AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND

CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON (WHETHER EMPLOYEES OF EITHER PARTY OR OTHER THIRD PARTIES) AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY (WHETHER PROPERTY OF EITHER OF THE PARTIES HERETO, THEIR EMPLOYEES, OR OF THIRD PARTIES) THAT IS CAUSED BY OR ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE WORK ON THE PROJECT PERFORMED BY THE CONTRACTOR, ANY SUBCONTRACTOR, OR ANY PERSON OR ORGANIZATION DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM TO PERFORM OR FURNISH WORK ON THE PROJECT. THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE. IN THE EVENT OF INJURY, DEATH, PROPERTY DAMAGE, OR LOSS SUFFERED BY THE CONTRACTOR, ANY SUBCONTRACTOR, OR ANY PERSON OR ORGANIZATION DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM TO PERFORM OR FURNISH WORK ON THE PROJECT, THIS RELEASE SHALL NOT APPLY WHEN SUCH INJURY, DEATH, LOSS, OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE INTENTIONAL OR WILLFUL ACT, NEGLIGENCE, OR GROSS NEGLIGENCE OF THE CITY.

Notwithstanding anything stated to the contrary in this Paragraph 6.02, it is required that: (a) the City shall be included as an additional insured under the Contractor's general liability, business automobile liability, and excess/umbrella liability insurance policies, and the Contractor shall provide any and all defenses to the City as provided by those policies; and (b) a licensed engineer or registered architect performing the professional services of an engineer or architect under the Agreement on behalf of the Contractor, shall perform those professional services (i) with the professional skill and care ordinarily provided by competent Texas engineers or architects practicing under the same or similar circumstances and professional license, and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent Texas engineer or architect.

Contractor's indemnification obligations in this Paragraph 6.02 shall survive termination, completion, abandonment and final payment.

7. REPRODUCIBLE RECORD DRAWINGS

7.01 Drawings. Required as part of Final Completion of the Project, the Contractor shall submit one (1) complete set of drawings with all changes made during construction, including concealed mechanical, electrical, and plumbing items.

8. ANTITRUST VIOLATIONS

8.01 Antitrust Violations. To permit the City to recover damages suffered in antitrust violations, Contractor hereby assigns to Owner any and all claims for overcharges associated with this Agreement which are under the antitrust laws of the United States, 15 U.S.C.A., Sec. 1 et. seq. (1973). The Contractor shall include this provision in its agreements with each Subcontractor and

supplier. Each Subcontractor shall include such provision in agreements with sub-subcontractors and suppliers.

9. ADMINISTRATION OF THE CONTRACT

9.01 Architect.

(a) The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement. The term “Architect” means the Architect or the Architect’s authorized representative, or such successor Architect as City may appoint by written notice to Contractor from time to time.

(b) City shall notify Contractor when the duties, responsibilities, or limitations of authority of the Architect have been modified.

(c) If the employment of the Architect is terminated, the City may elect to appoint a replacement Architect, or at its option, elect to complete the Project using another consultant or representative to perform the balance of the Architect’s functions on the Work.

(d) Except as herein expressly provided, the Contractor shall not be relieved of its obligation to perform the Work in strict accordance with the Agreement Documents by the activities or duties of the Architect.

9.02 Architect’s Administration of the Contract.

(a) Certain portions of the administration of the Agreement will be performed by the Architect. The Architect shall not have the authority to act on behalf of the City unless such authority is expressly granted in the Agreement Documents or the City’s engagement agreement with the Architect, nor shall such authority be implied from any act or representation of the Architect. The City is free to elect to have some of the administration duties set out for the Architect to perform under the Agreement Documents performed by a Construction Manager or by employees of the City.

(b) The Architect, as a representative of the City, will visit the site at intervals appropriate to the stage of the Contractor’s operations (1) to become generally familiar with and to keep the City informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the City against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Agreement Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor’s rights and responsibilities under the Agreement Documents, except as provided in Paragraph 5.05(a) In no event shall City or any other party have control over, be in charge of, or be responsible for construction

means, methods, techniques, sequences, procedures, or for safety precautions and programs in connection with the Work, since these are solely Contractor's responsibilities. City will not be responsible for the Contractor's failure to carry out the Work in accordance with the Agreement Documents. City will not have control over, be in charge of, and will not be responsible for the acts or omissions of Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

(c) The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Agreement Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

(d) Communications Facilitating Agreement Administration. Except as otherwise provided in the Agreement Documents or when direct communications have been specially authorized, the City and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the City.

(e) Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

(f) The Architect and the City (the City in consultation with the Architect), both have the authority to reject Work that does not conform to the Agreement Documents. Whenever the City or Architect considers it necessary or advisable for implementation of the intent of the Agreement Documents, the City or Architect will have authority to require additional inspection or testing of the Work in accordance with Paragraph 21.1 whether or not such Work is fabricated, installed or completed. However, neither this authority of the City or Architect, nor a decision made reasonably and in good faith either to exercise or not to exercise such authority, shall give rise to create or imply the existence of a duty or responsibility of the City or Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

(g) The Architect will review and approve or take other appropriate action upon the Contractor's submittals regarding this Agreement for the Project, including Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Agreement Documents. The Architect's action will be taken with such reasonable promptness, but no longer than fifteen (15) business days, as to cause no delay in the Work or in the activities of the City, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other

details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Agreement Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of its obligations. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(h) Upon direction of the City, the Architect will prepare Change Proposal Requests, Change Orders, and Construction Change Directives, and may authorize minor changes in the Work as provided in Paragraph 13.04.

(i) The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion, will receive and forward to the City, for the City's review and records, written warranties and related documents required by the Agreement and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Agreement Documents.

(j) If the City and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Agreement Documents.

(k) The Architect will interpret and decide matters concerning performance under, and requirements of, the Agreement Documents on written request of either the City or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Paragraph 9.02(k), then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until thirty (30) days after written request is made for them.

(l) Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Agreement Documents and will be in writing or in the form of drawings.

10. CLAIMS AND DISPUTES

10.01 Definition. A Claim is any demand or assertion by the Contractor that it should be paid more money than the Agreement Sum, as adjusted under the Change Order provisions herein, by the City because of action or inaction on the part of City, Architect, or any party for whom City is responsible, or any party with whom City has separately contracted for other portions of the Project, including but not limited to any demand or assertion that Contractor's performance has been delayed, interrupted or interfered with, that Contractor's performance has been accelerated, constructively accelerated, or suspended, that Contractor's performance has been wrongfully terminated, that the Agreement Documents have been misinterpreted, that there has been a failure

of payment, that Contractor has encountered concealed or unknown conditions, that Contractor has encountered hazardous materials, that there are problems with the Agreement Documents, or the timing of Architectural approvals or decisions, that action of the City have been intentionally wrongful or deceptive in any way to the Work, that the amount of time or money granted in a Construction Change Directive is inadequate, that an item treated as a minor change in the Work should have been treated as a Change Order, that a time extension granted was inadequate, or that Contractor is entitled to any other relief, on any legal theory, related to the Agreement Documents or Work. Nothing contained in this subparagraph shall be construed as creating any Contractor right to make a claim, where no such right otherwise exists.

10.02 Notice Requirement. Within fourteen (14) calendar days of the first occurrence of an event that Contractor has any reason to believe might result in a Claim, or within fourteen (14) calendar days of Contractor's discovery of the first occurrence of the event that Contractor has any reason to believe might result in a Claim (if the first occurrence of the event was willfully hidden from the Contractor), the Contractor shall file a written document clearly captioned "Notice of Claim" with City and Architect. The notice shall clearly set out the specific matter of complaint, and the impact of damages which may occur or have occurred as a result thereof, to the extent the impact or damages can be assessed at the time of the notice. If the impact or damages cannot be assessed as of the date of the notice, the notice shall be amended at the earliest date that is reasonably possible. Furthermore, the following matters are required:

- (a) Any Claim or portion of a Claim that has not been made the specific subject of a notice strictly in accordance with the requirements of this Paragraph shall be waived. It is imperative that City have timely, specific notice of any subject, the impact of which City may be in a position to mitigate.
- (b) No course of conduct or dealings between the parties, nor implied acceptance of alteration or additions to the Agreement Documents or Work, or changes to the Agreement Documents or Work schedule, shall be the basis for any claim for an increase in the Agreement Sum or change in the Agreement Time.

10.03 Claims Handling During Construction. After receipt of a Notice of Claim, the City may elect to refer the matter to the Architect or another party for review. Contractor will attend meetings called to review and discuss the Claim and mitigation of the problem and shall furnish any reasonable factual backup of the Claim requested. The City may also elect to defer consideration of the Claim until the Work is completed, in which case the same review options shall be available to the City at the completion of the Work. At any stage, the City is entitled to refer a Claim to mediation under the Construction Industry Mediation Rules of the American Arbitration Association, and if this referral is made, Contractor will take part in the mediation process. The filing, mediation or rejection of a Claim does not entitle Contractor to stop performance of the Work. The Contractor shall proceed diligently with performance of the Work during the pendency of any claim, except in the event of termination or Work stoppage directed by City. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof, as follows regarding the alternative dispute resolution requirements of this Agreement:

No suit shall be filed by a Party regarding a dispute arising under or related to this Agreement unless the Parties first attempt to submit the dispute to mediation pursuant to Chapter 2009 of the Texas Government Code and Chapter 154 of the Texas Civil Practice and Remedies Code. Notwithstanding anything to the contrary stated in this Agreement, however, a Party may file suit solely for injunction or mandamus relief regarding an aforesaid dispute without first submitting that dispute to mediation. The mediation shall be held in Brazos County, Texas within 30 days of a Party sending notice to the other Party requesting mediation, unless otherwise agreed in writing by the Parties. Each Party shall pay its own expenses incurred for the mediation, including attorney fees, mediator fees, and travel expenses. The mediator shall be selected by the Parties' agreement; however, should they fail to agree on a mediator, the dispute shall be submitted to the following public institution for assignment of a mediator and the holding of the mediation at that institution: Aggie Dispute Resolution Program, Texas A&M University School of Law, 1515 Commerce Street, Fort Worth, Texas 76102-6509 (800-733-9529 telephone).

10.04 Claims Handling Following Construction. The acceptance of final payment shall constitute a waiver of Claims by the Contractor which have not previously been identified in a timely Notice of Claim and specifically reserved in the final Application for Payment.

10.05 Claims for Concealed or Unknown Conditions. Only if conditions are encountered at the Project site which are (a) subsurface and not revealed or otherwise generally documented in a geotechnical report or other engineering or professional report or document, or otherwise concealed physical conditions which differ materially from those indicated in the Agreement Documents or (b) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Agreement Documents, then Contractor shall be entitled to make a Claim if it can satisfy all of the other requirements of Paragraph 9.

10.06 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Agreement Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 18.04.

10.07 Calculating Claim Amount. In calculating the amount of any Claim, the following standards will apply:

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

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

(d) The maximum daily limit on any recovery for delay shall be the amount established by the Contractor for job overhead costs, defined in the Schedule of Values, divided by the total number of calendar days of Agreement Time called for in the original Contract. Absent an overhead amount in the Schedule of Values, the amount estimated by the Contractor for job overhead costs shall be used.

(e) The maximum amount of all Claims proven by the facts to be due to the Contractor against the City under this Agreement is expressly agreed by the parties not to exceed in any event or set of circumstances an aggregate total of five percent (5%) of the Agreement Sum.

10.08 Liquidated and Other Damages.

(a) The amount of liquidated damages (as hereafter described) for the Construction Manager's failure to meet the deadlines for Substantial and/or Final Completion are fixed and agreed on by the parties because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be retained by the City from current periodic estimates for payment or from final payment. As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Construction Manager to achieve timely completion of the Work, if the Construction Manager should neglect, fail, or refuse to either Substantially Complete or Finally Complete the Work within the time herein specified, or any proper extension thereof granted by the City's Representative pursuant to the terms of the Agreement Documents, then the Construction Manager does hereby agree as part of the consideration for the awarding of this Agreement that the Owner may permanently withhold from the Construction Manager's total compensation the sum of _____ and ____/100 DOLLARS (\$ _____) for each and every calendar day that the Construction Manager shall be in default after the time stipulated for Substantial Completion not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both deadlines specified for Substantial Completion and/or Final Completion.

(b) Regarding all other conduct, acts, or omissions of the Contractor (being separate and distinct from the liquidated damage authorizing conduct of the Contractor described in Subparagraph (a) above) which constitute a breach or default of this Agreement, the City may pursue the recovery of all remedies, claims and causes of action (whether legal, equitable, or mixed), and all damages allowed by law, including without limitation: Agreement termination; the recovery of all actual and consequential damages; and the recovery of its incurred attorney's fees, expenses, court costs, interest, and all just and lawful offsets and credits.

(c) Notwithstanding anything to the contrary stated in this Agreement, any conduct, act, or omission committed by the Contractor which constitutes a breach or default of this Agreement shall survive the: (1) City's acceptance of the Work performed under this Agreement; and (2) termination of the Agreement.

11. SUBCONTRACTORS

11.01 Definitions.

(a) A Subcontractor is a person or entity who has a direct agreement with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

(b) A Sub-subcontractor is a person or entity who has a direct or indirect agreement with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

11.02 Award of Subcontracts and Other Contracts for Portions of the Work.

(a) Unless otherwise stated in the Agreement Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the City through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) and copies of all executed subcontract(s) proposed for each principal portion of the Work of the Project. The Architect will promptly reply (but in no event longer than 30 days from said written notice) to the Contractor in writing stating whether or not the City or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the City or Architect to reply promptly shall constitute notice of no reasonable objection.

(b) The Contractor shall not have a contractual agreement for the Project with a proposed person or entity to whom the City or Architect has made reasonable and timely objection. The Contractor shall not be required to have a contractual agreement with anyone to whom the Contractor has made reasonable objection.

(c) If the City or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the City or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Agreement Sum and Agreement Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Agreement Sum or Agreement Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

(d) The Contractor shall not change an approved Subcontractor, person or entity previously selected if the City or Architect makes reasonable objection to such substitute.

(e) The Contractor shall submit the list of proposed Subcontractors on a form approved by the City.

(f) The Contractor and Subcontractors are required to visit the site and completely familiarize themselves with the existing conditions prior to the submission of Proposal(s). No additional increase in the Agreement amount will be provided when existing or known conditions require a certain amount of work to comply with the intent of the Agreement Documents.

11.03 Subcontractual Relations. By appropriate written agreement with the Subcontractor, the Contractor shall require each Subcontractor, to the extent of the Work for the Project to be performed by the Subcontractor, to be bound by the terms of the Agreement Documents, and to assume all obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the City and Architect. Each subcontract agreement shall preserve and protect the rights of the City and Architect under the Agreement Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Agreement Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Agreement Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

11.04 Contingent Assignment of Subcontracts.

(a) Each subcontract agreement for a portion of the Work for the Project shall be assigned in writing by the Contractor to the City provided that the:

1. assignment is effective only after termination of the Agreement by the City for cause pursuant to Paragraph 22.02 and only for those subcontract agreements which the City accepts by notifying the Subcontractor and Contractor in writing; and
2. assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Agreement.

(b) City shall only be responsible for compensating Subcontractor for Work done or materials furnished after the date City gives written notice of its acceptance of the assigned subcontract agreement.

(c) Each Subcontract and assignment shall provide that the City shall only be responsible to the Subcontractor for those services and materials furnished by the

Subcontractor subsequent to the City's exercise of any rights under this contingent assignment.

11.05 Responsibility. Contractor shall be fully responsible for the performance of its Subcontractor, including those selected or approved by the City.

12. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

12.01 Owner's Right to Perform Construction and to Award Separate Contracts.

(a) The City reserves the right to perform other construction work, maintenance, and repair work near or adjacent to the Project site during the time period of the Work. Owner may perform other Work with separate contractors. City shall have access to the site at all times.

(b) When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Agreement Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

12.02 Mutual Responsibility.

(a) The Contractor shall afford the City and separate contractors' reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Agreement Documents.

(b) If part of the Contractor's Work depends for proper execution or results upon construction or operations by the City or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgment that the City's or separate contractors completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

(c) The City shall be reimbursed by the Contractor for costs incurred by the City which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor.

(d) The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the City or separate contractors as provided in Paragraph 18.02(e).

(e) The City and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Paragraph 5.15.

12.03 Owner's Right to Clean Up. If a dispute arises among the Contractor, separate contractors and the City as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the City may clean up and the Architect will allocate the cost among those responsible.

13. CHANGES IN THE WORK

13.01 General.

(a) Changes in the Work may be accomplished after execution of the Agreement, and without invalidating the Agreement, by Change Order, Construction Change Directive or order for a minor change in the Work. The Agreement Sum and/or Agreement Time may be increased for changes in the Work if the provisions of this Paragraph have been met.

1. No change in the Agreement Sum and/or Agreement Time will be allowed for a change in the Work unless prior to performing the changed Work, the Contractor has provided the City in writing a proposal for any change in price and/or change in Agreement Time caused by the change in Work, and a Change Order is subsequently executed. A field directive or field order shall not be recognized as having any impact upon the Agreement Sum or the Agreement Time, and Contractor shall have no Claim therefore, unless it shall, prior to complying with the directive and in any event within fourteen (14) calendar days of receiving the directive, submit a change proposal to the City, and a Change Order is subsequently executed, or Contractor satisfies the requirements of Paragraph 10. Contractor's proposal shall be subject to City's acceptance and remain irrevocable for a period of sixty (60) calendar days after receipt by City. Thereafter, Contractor reserves the right to resubmit such change proposal upon different pricing and time of performance terms.

(b) A Change Order shall be based upon agreement among the City, Contractor, and Architect. A Construction Change Directive requires agreement by the City and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

(c) Changes in the Work shall be performed under applicable provisions of the Agreement Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in Paragraph 13.03, a change in the Agreement Sum or the Agreement Time shall be accomplished only by Change Order.

(d) The Contractor, upon receipt of written notification by the Architect of a proposed item of change in the Work, shall prepare as soon as possible a Change Proposal in such form or forms as directed by the City. The parties further agree as follows:

1. Each separate Change Proposal shall be numbered consecutively and shall include material costs, labor costs, fees, overhead and profit. The Change Proposal

shall specify all costs related to the proposed change in the Work, including any disruption or impact on performance.

2. The Subcontractor's itemized accounting shall be included with the Change Proposal.

3. If a Change Proposal is returned to the Contractor for additional information or if the scope of the proposed change in the Work is modified by additions, deletions or other revisions, the Contractor shall revise the Change Proposal accordingly and resubmit the revised Change Proposal to the City and Architect.

4. A revised Change Proposal shall bear the original Change Proposal number suffixed by the letter "R" to designate a revision in the original Change Proposal. If additional revisions to a revised Change Proposal are necessary, each subsequent revision shall be identified by an appropriate numeral suffix immediately following the "R" suffix.

5. Upon written approval of a Change Proposal by the City, the City will prepare a Change Order authorizing such Change in Work.

6. The Contractor shall request extensions of the Agreement Time due to changes in the Work only at the time of submitting its Change Proposal. **Contractor's failure to do so shall represent a waiver of any right to request a time extension.**

13.02 Change Orders.

(a) The Contractor makes a written request for a Change Order by submitting a written Change Proposal. A Change Order is a written instrument prepared by the City and reviewed by the Architect. When finalized, a Change Order is signed by the City, Contractor and Architect, stating their agreement upon all of the following:

1. change in the Work; and
2. the amount of the adjustment, if any, in the Agreement Sum; and
3. the extent of the adjustment, if any, in the Agreement Time.

(b) Pursuant to Section 252.048(d) of the Texas Local Government Code:

1. The Guaranteed Maximum Price ("GMP") may not be increased by more than twenty-five percent (25%). Written change orders that do not exceed twenty-five percent (25%) of the original agreement amount may be made or approved by the City Manager or their delegate if the change order is less than Fifty Thousand Dollars (\$50,000.00). Changes in excess of Fifty Thousand Dollars (\$50,000.00) must be approved by the City Council prior to commencement of the services or work.

2. For construction contracts funded in whole or in part by Certificates of Obligations, an Agreement with a GMP of \$1 million or more may not be increased by more than twenty-five percent (25%). If a change order for a construction Agreement funded in whole or in part with certificates of obligation that has a GMP of less than \$1 million increases the Agreement amount to \$1 million or more, subsequent change orders may not increase the revised Agreement amount by more than twenty-five percent (25%). Written change orders may be made or approved by the City Manager or their delegate if the change order is less than Fifty Thousand Dollars (\$50,000.00). Changes in excess of Fifty Thousand Dollars (\$50,000.00) must be approved by the City Council prior to commencement of the services or work.

(c) Methods used in determining adjustments to the Agreement Sum may include those named below:

1. mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
2. unit prices stated in Agreement Documents or subsequently agreed upon;
3. a determination in a manner agreed upon by the parties and a mutually acceptable fixed fee, or the percentage fee established at Subparagraph 13.3(f), or
4. as provided in Subparagraph 13.3(g).

(d) Agreement on any Change Order shall constitute a final settlement of all Claims by the Contractor directly or indirectly arising out of or relating to the Change in Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs and impact costs associated with such change and any and all adjustments to the Agreement Sum and the Agreement Time.

13.03 Construction Change Directives.

(a) A Construction Change Directive is a written order prepared by the Architect and signed by the City and Architect, directing a change in the Work prior to an agreement on adjustment, if any, in the Agreement Sum or Agreement Time, or both. The City may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Agreement consisting of additions, deletions or other revisions, the Agreement Sum and Agreement Time being adjusted accordingly.

(b) A Construction Change Directive shall be used in the absence of a total agreement on the terms of a Change Order.

(c) The Construction Change Directive shall include a unilateral change in the Agreement Sum and/or Agreement Time reflecting the City's view of the appropriate change in the Agreement Sum and/or Agreement Time for the Change in Work covered by the Construction Change Directive. Until an agreement is reached by the City and

Contractor on these issues for a Change Order, the changes in Agreement Sum and Agreement Time set out in the Construction Change Directive shall be used for Schedule of Values, payment and scheduling purposes.

(d) Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Agreement Sum or Agreement Time.

(e) A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Agreement Sum and Agreement Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

(f) In the absence of an agreement between City and Contractor on the proper change to the Agreement Sum or Agreement Time because of a change in the Work, Contractor may treat the matter as a Claim under Paragraph 10. In such event, the Contractor shall be entitled to recover only the amount by which the Cost of the Work has been reasonably increased over the Cost of Work without the change in the Work, plus five percent (5%).

(g) Pending final determination of the cost of a Construction Change Directive to the City, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the Contractor to the City for a deletion or change which results in a net decrease in the Agreement Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

13.04 Minor Changes in the Work. The Architect will have authority to order minor changes in the Work not involving adjustment in the Agreement Sum or extension of the Agreement Time and not inconsistent with the intent of the Agreement Documents. Such changes shall be effected by written order and shall be binding on the City and Contractor. The Contractor shall carry out such written orders promptly.

13.05 Changes Funded by Allowances. Allowances balances may be used to fund changes in the Work. The Contractor will not be allowed an overhead and profit mark-up when changes in the Work are funded by one of the Allowances.

14. TIME

14.01 Definitions.

(a) Unless otherwise provided, Agreement Time is the period of time, including authorized adjustments, allotted in the Agreement Documents for Substantial Completion of the Work.

(b) The date of commencement of the Work is the date established in the Agreement. The date shall not be postponed by the failure to act of the Contractor or of persons, or entities for whom the Contractor is responsible.

(c) The date of Substantial Completion is the date certified by the Architect in accordance with Paragraph 16.

14.02 Progress and Completion.

(a) Time limits stated in the Agreement Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Agreement Time is a reasonable period for performing the Work.

(b) The Contractor shall not knowingly, except by agreement or instruction of the City in writing, prematurely commence operations on the Project site or elsewhere prior to Contractor obtaining all bonds required by the Agreement and before the effective date of insurance required by Paragraph 19 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Agreement Documents or a Notice to Proceed given by the City, the Contractor shall notify the City in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

(c) The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Agreement Time.

14.03 Delays and Extensions of Time.

(a) If the Contractor is delayed in performing Work that is critical to the overall completion of the Work by an act or neglect of the City or Architect, or a separate contractor employed by the City, or by changes ordered in the Work, or by labor disputes, unavoidable casualties, including fire, or by unusually adverse weather conditions, as defined below, then the Agreement Time shall be extended for a reasonable time to reflect the impact of the delay on Work critical to achieve Substantial Completion within the Agreement Time, provided the performance of the Work was not delayed by any other cause for which the Contractor is not entitled to an extension in the Agreement Time under the Agreement Documents. Adjustments in the Agreement Time will be permitted for a delay only to the extent such delay is not caused or could not have been anticipated by the Contractor and could not be limited or avoided by the Contractor's timely notice to the City of the delay, and only if Contractor satisfies the conditions of Paragraph 14.03(b). Contractor has the burden to prove that any of the foregoing alleged causes of delay significantly impacted construction progress on the critical path, as a condition precedent to any extension of Agreement Time.

(b) Weather delays include "rain days" (days with rainfall in excess of one-tenth of an inch) during the term of this Agreement that exceed the average number of rain days for

such term for this locality, both as determined by the National Weather Service Forecast Office for Easterwood Airport in College Station, Texas (KCLL/CLL).

(c) On or before the fifteenth (15) day of each month of the Work, Contractor shall submit in writing a request for all time extensions to which it believes itself to be entitled for the preceding month, other than time extensions for changes in Work, which are to be submitted in accordance with the requirements of Paragraph 13. If Contractor's request for time extension for changes in the Work is denied and Contractor wishes to pursue the matter, Contractor shall submit in writing a request for that extension by the fifteenth (15) day of the month following the denial. **Any claim for time extension not submitted under the terms of this Subparagraph shall be waived.**

(d) City, after consultation with the Architect, may grant time extensions to the extent it believes them to be proper. Time extensions granted by the City may be incorporated into schedules for completion of the Work. In the event that Contractor believes that it is entitled to additional time extensions beyond those granted by the City, it may make a claim for them provided it can meet the requirements of Paragraph 10.

15. PAYMENTS AND COMPLETION

15.01 Agreement Sum. The Agreement Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Contractor for performance of the Work under the Agreement Documents

15.02 Schedule of Values. Before the first Application for Payment, the Contractor shall submit to the Architect a Schedule of Values fairly allocating the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as reasonably required by the Architect. Once approved by the Architect and updated for changes in the Work, the Schedule of Values shall be used as a basis for reviewing the Contractor's Applications for Payment and is not to be taken as evidence of market or other value. The Schedule of Values shall not overvalue early job activities. The Contractor's Fee shall be shown as a single separate item. The Schedule of Values shall follow the trade divisions of the Specification so far as practicable.

In order to facilitate the review of Applications for Payment, the Schedule of Values shall be submitted on forms approved by the Owner, and shall include the following:

- (a) Contractor's costs for Contractor's Fee, bonds and insurance, mobilization, etc., shall be named as individual line items.
- (b) Contractor's costs for various construction items shall be detailed. For example, concrete work shall be subdivided into footings, grade beams, floor slabs, paving, etc. These subdivisions shall appear as individual line items.
- (c) On major subcontracts, such as mechanical, electrical, and plumbing, the Schedule of Values shall indicate line items and amounts in detail (for example: underground, major equipment, fixtures, installation of fixtures, start up, etc.)

(d) Costs for subcontract Work shall be named without any addition of Contractor's costs for overhead, profit or supervisions.

(e) Where payment for stored materials may be requested prior to installation, material and labor shall be named as separate line items.

(f) Sample pages from an approved Schedule of Values are included following this document.

15.03 Applications for Payment.

(a) At the time specified in the Agreement, the Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the Schedule of Values and an updated project schedule for the Work. Such application shall be notarized and supported by such data fully evidencing and substantiating the Contractor's right to payment. The City requires the submission of copies of requisitions, billings, and invoices from the Contractor, Subcontractor(s) and material suppliers, all self-performed billings and invoices, all applicable payrolls, etc. Applications for Payment should also reflect retainage (if applicable). Unless otherwise agreed, the Contractor shall submit requests for payment in quadruplicate originals using for the "top sheets", originals of APPLICATION AND CERTIFICATE FOR PAYMENT; continuation sheets showing in detail the amounts requested, etc., may be submitted on CONTINUATION SHEET(S) in a format approved by the Architect. All blank spaces must be completed, and the signatures of the Contractor and Notary Public shall be original on each form. By submitting its Application for Payment, the Contractor certifies that the individual signing the application is authorized to do so. Additionally, if the Contractor prepares its Application for Payment utilizing "Excel" spreadsheet software, it shall submit a "thumb drive" or otherwise make such spreadsheet available electronically with each application for payment to facilitate the City's and Architect's review of the application.

1. Such applications may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

(b) Unless otherwise provided in the Agreement Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the City, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing, so long as such location, materials, and equipment also have bond and insurance coverage on Contractor's bonds and insurance policies. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the City to establish the City's title to such materials and equipment or otherwise protect the City's interest, and shall include the costs of applicable insurance, storage, and transportation to the site for such materials and equipment stored off the site. Upon payment by the City of the invoiced cost, title to all such materials and equipment shall irrevocably pass to the City. The Contractor warrants

that title to all materials and equipment covered by an Application for Payment will pass to City upon the receipt of payment by the Contractor. Such title shall be free and clear of all liens, claims, security interests or encumbrances. No work, materials or equipment covered by an Application for Payment shall be subject to an agreement under which an interest is retained, or encumbrance is attached by the seller, the Contractor, or other party.

(c) The Contractor warrants that title to all Work covered by an Application for Payment will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the City shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

15.04 Certificates for Payment.

(a) The Application for Payment will be reviewed first by the Architect who will certify to the City that portion, if any, of the Application for Payment it has determined is properly due. In the event that the Architect believes that payment should be withheld, in whole or in part, it will notify the City and Contractor of the basis of this view as provided in Subparagraph 15.05(a).

(b) The issuance of a Certificate for Payment will constitute a representation by the Architect to the City, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Agreement Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Agreement Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Agreement Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the City to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Agreement Sum.

(c) The issuance of a Certificate of Payment shall constitute a recommendation to the City in respect to the amount to be paid. This recommendation is not binding on the City if City knows of other reasons under the Agreement why payment should be withheld.

(d) The Architect will affix their signature to the same form described in Paragraph 15.04(a). to signify their certification of payment provided the application is otherwise satisfactory.

15.05 Decisions to Withhold Certification.

(a) The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the City, if in the Architect's opinion the representations to the City required by Paragraph 15.04(b) cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and City as provided in Paragraph 15.04(a). If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the City. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the City from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Paragraph 5.05(b), because of:

1. defective Work not remedied;
2. third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the City is provided by the Contractor;
3. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Agreement Sum;
5. damage to the City or another contractor;
6. reasonable evidence that the Work will not be completed within the Agreement Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
7. persistent failure to carry out the Work in accordance with the Agreement Documents.

(b) When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

15.06 Progress Payments.

(a) After the Architect has issued a Certificate for Payment, the City, upon the City's review and written approval of the Certificate for Payment, shall endeavor to make payment in the manner and within the time provided in the Agreement Documents, and

shall so notify the Architect. If the City believes the Contractor is not current in its legitimate obligations to suppliers, laborers and/or Subcontractors on the Project, City may (but is not obligated to) withhold payment until it receives partial or final releases, or other reasonable proof from the Contractor that this situation does not exist.

(b) The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the City, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. City is not obligated to monitor payments to Subcontractors or Sub-subcontractors, and nothing in this paragraph shall create any right on the part of a Subcontractor or Sub-subcontractor against City.

(c) The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and City on account of portions of the Work done by such Subcontractor.

(d) Neither the City nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor or Sub-subcontractor.

(e) Payment to material suppliers shall be treated in a manner similar to that provided in Paragraphs 15.06(b), 15.06(c) and 15.06(d).

(f) A Certificate for Payment, a progress payment, the issuance of Substantial or Final Completion, or partial or entire use or occupancy of the Project by the City shall not constitute acceptance of Work not in accordance with the Agreement Documents.

15.07 Failure of Payment. If the City incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, the City shall have an absolute right to offset such amount against the Agreement Sum under this Contract, and may, in the City's sole discretion, elect either to: (1) deduct an amount equal to that to which the Owner is entitled, or (2) issue a written notice to the Contractor reducing the GMP by an amount equal to that to which the Owner is entitled.

16. SUBSTANTIAL COMPLETION

16.01 General. When the Contractor considers that the Work, or a portion thereof which the City agrees to accept separately, is substantially complete, the Architect and City shall review the punch list prepared by Contractor and supplement the list as necessary. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Agreement Documents.

(a) The Contractor's superintendent shall participate in the preparation of the Contractor's punch list that is submitted to the Architect and City for supplementation. Upon receipt, the Architect and City shall perform a spot review to determine the adequacy

and completeness of the Contractor's punch list. Should the Architect or City determine that the Contractor's punch list lacks sufficient detail or requires extensive supplementation, the punch list will be returned to the Contractor for further inspection and revision. The date of Substantial Completion will be delayed until the punch list submitted is a reasonable representation of the work to be done.

(b) Upon receipt of an acceptable Contractor's punch list, the Contractor's superintendent shall accompany the Architect, its Consultants, and the City (at its discretion) during their inspections and the preparation of their supplements to the Contractor's punch list. The superintendent shall record or otherwise take note of all supplementary items. The Architect shall endeavor to furnish to the Contractor typed, hand written or recorded supplements to the punch list in a prompt manner; however, any delay in the Contractor's receiving said supplements from the Architect shall not be cause for a claim for additional cost or extension of time.

16.02 Inspection. When the Contractor notifies Architect and City that it has completed or corrected items on the punch list, the Architect and City at its discretion will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's and City's inspection discloses any item, whether or not included on the Contractor's punch list, which is not sufficiently complete in accordance with the Agreement Documents so that the City can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect and City to determine Substantial Completion. Any further inspections by the Architect and City for the purpose of determining the Project is Substantially Complete shall be at Contractor's cost and the City may deduct such cost from any amount payable to Contractor hereunder.

16.03 Certificate of Substantial Completion. When the Work or designated portion thereof is substantially complete, and upon the City's concurrence of the same, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the City and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Agreement Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

16.04 Approval of Certificate. The Certificate of Substantial Completion shall be submitted to the City and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance, the City, in its sole discretion, may, but is not required to, make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Agreement Documents. If retainage is not released at Substantial Completion, applicable retainage amounts will be released by City upon Contractor obtaining Final Completion.

16.05 Insurance. The Contractor shall keep all required insurance in full force, and utilities on, until the Certificate of Substantial Completion is issued, and accepted by the City in writing, regardless of the stated date of Substantial Completion. Acceptance shall not be unreasonably withheld.

16.06 Partial Occupancy or Use.

(a) The City may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Paragraph 19.03(a) and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the City and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Agreement Documents.

(b) Immediately prior to such partial occupancy or use, the City, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

(c) Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Agreement Documents.

17. FINAL COMPLETION AND FINAL PAYMENT

17.01 General. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the City and Architect shall endeavor to promptly make such inspection and, when the City and Architect finds the Work acceptable under the Agreement Documents and the Agreement fully performed, the Architect shall endeavor to promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Agreement Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Paragraph 17.02 as precedent to the Contractor's being entitled to final payment have been fulfilled.

Prior to final payment, the Contractor shall submit digitally (mylars for all Water/Wastewater projects as specified in project specifications and bid documents) to the Architect the following completed forms:

1. Contractor's Affidavit of Payment of Debts and Claims;
2. Contractor's Affidavit of Release of Liens;

3. Consent of Surety to Final Payment (if applicable);
4. Subcontractor's Unconditional Releases – each signed and notarized on a single piece of paper;
5. Maintenance and inspection manuals – three (3) sets of each bound in a 3 inch “D-slant” ring binder;
6. Final list of subcontractors;
7. one (1) complete set of marked-up copies of the Drawings and Specifications accurately showing the Project as constructed. Such Specifications and Drawings shall be marked to show all changes and modifications that have been incorporated into the Work as performed;
8. other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the City; and
9. any other “Closeout Documents” required under the Agreement Documents.

17.02 Format. Documents identified as affidavits must be notarized. All manuals will contain an index listing the information submitted. The index sections will be divided and identified by tabbing each section as listed in the index. Upon request, the Architect will furnish the Contractor with blank copies of the forms listed above. Final payment, constituting the entire unpaid balance of the Agreement Sum shall be endeavored to be paid by the City to the Contractor within sixty (60) days after Substantial Completion of the Work, unless otherwise stipulated in the Certificate of Completion, provided the Agreement is fully performed, and Final Certificate of Payment has been issued by the Architect. The City may accept certain portions of the Work as being complete prior to the acceptance of the entire Project. If certain areas are accepted by the City as being completed, and if the Contractor has completed all of the requirements for final payment of the portion of Work, the City may, but is not required to, release retainage for that area/portion of Work. Amounts of retainage shall be agreed upon by both City and Contractor prior to final acceptance of these areas.

17.03 Delay. If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the City shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Agreement Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

17.04 Acceptance of Payment. Acceptance of final payment by the Contractor shall constitute a waiver of claims by Contractor except for any Claims then pending that comply with the requirements of Paragraph 10.

17.05 Time for Final Completion. Contractor shall achieve Final Completion within 30 calendar days of the date of Substantial Completion, failing which, Contractor shall provide a full-time on-site superintendent until Final Completion at its own cost and not as a cost of the Work.

18. Protection of Persons and Property.

18.01 Safety Precautions and Programs. The Contractor shall be responsible for initiating, maintaining, and supervising all necessary safety precautions and programs in connection with the performance of the Contract.

18.02 Safety of Persons and Property.

(a) The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. employees on the Work, Project site, and other persons who may be affected thereby including but not limited to the City's employees, invitees and the general public;
2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

(b) The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities (including without limitation all State, federal, and local governmental authorities or agencies with regulatory or supervisory jurisdictional authority regarding the land or activities of the Project, including the City) bearing on safety of persons or property or their protection from damage, injury or loss.

(c) The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

(d) When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. When use or storage of explosives or other hazardous materials or equipment or unusual

construction methods are necessary, the Contractor shall give the City and Architect reasonable advance notice of the presence or use of such materials, equipment, or methods.

(e) The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Agreement Documents) to property referred to in Paragraphs 18.02(a)(2) and 18.02(a)(3) caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Paragraphs 18.02(a), except damage or loss attributable to acts or omissions of the City or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 6.06.

(f) The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

(g) The Contractor shall not load or permit any part of the construction, Work or site to be loaded so as to endanger its safety.

(h) Suspension of all or a portion of the Work, for any reason, shall not relieve the Contractor of its obligations under Paragraph 18.02.

(i) The Contractor shall promptly report in writing to the City and Architect all accidents arising out of or in connection with the Work which cause death, personal injury, or property damage, giving full details and statement of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to City and Architect.

(j) The Contractor shall be responsible for the protection and security of the Work and the Project, until it receives written notification that the Substantial Completion of the Work has been accepted by the City unless otherwise provided in the Certificate of Substantial Completion.

18.03 Hazardous Materials. Contractor agrees that it shall not transport to, use, generate, dispose of, or install at the Project site any Hazardous Substance (as defined in 18.03(c)), except in accordance with applicable Environmental Laws. Further, in performing the Work, Contractor shall not cause any release of Hazardous Substances into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water, except in accordance with applicable Environmental Laws (as hereafter defined at Paragraph 18.03(c)). In the event Contractor engages in any of the activities prohibited in this Paragraph 18.03. **to the fullest extent permitted by law, Contractor hereby indemnifies and holds City, Architect and all of their respective officers, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits, and liabilities of every kind, including, but not limited**

to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from the activities prohibited in this Paragraph 18.03.

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

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

(c) For purposes of this Agreement, the term "Hazardous Substance" shall mean and include any element constituent, chemical, substance, compound, or mixture, which are defined as a hazardous substance by any local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), the Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as "Environmental Laws"). It is the Contractor's responsibility to comply with Paragraph 18 based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.

18.04 Emergencies. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional

compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 10 and Paragraph 13.

19. INSURANCE AND BONDS

19.01 General. The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, coverages, limits and endorsements required are as set forth below.

During the term of this Agreement Contractor's insurance policies shall meet the minimum requirements of this section.

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

- (a) Commercial General Liability ("CGL").
- (b) Business Automobile Liability.
- (c) Excess Liability – required for Agreement amounts exceeding \$1,000,000.
- (d) Builder's Risk – provides coverage for contractor's labor and materials for a project during construction that involves a structure such as a building or garage, builder's risk policy shall be written on "all risks" form.
- (e) Workers' Compensation/Employer's Liability.
- (f) Professional Liability
- (g) Contractors' Pollution Legal Liability, Asbestos Legal Liability, and Errors and Omissions coverage.
- (h) Surety bonds as required and described in this Agreement.

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

- (a) Insurance is to be placed with insurers authorized to conduct business in the state of Texas with a current A.M. Best rating of no less than A: VII, unless otherwise accepted in writing by the City. The insurance policies provided by the insurance company/companies are to be underwritten on forms that have been authorized by the Texas Department of Insurance or ISO. Original endorsements affecting coverage required by this Agreement shall be furnished with the certificates of insurance.
- (b) Self-insured retentions must be declared to and approved by the City in writing. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention ("SIR") or

deductible that exceeds \$25,000 unless approved in writing by City. All deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements.

- (c) "Claims Made" policies are not accepted.
- (d) Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of College Station.
- (e) For any claims related to this project, the Contractor's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 regarding the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute to it. This requirement shall also apply to any Excess or Umbrella liability policies.
- (f) Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents, and subcontractors.
- (g) Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the Work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (h) Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated in this Agreement, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

- (i) CGL & Excess/Umbrella liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of five (5) years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Work and related obligations thereafter.
- (j) City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.
- (k) The City of College Station, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the Business Automobile Liability policy, the Excess Liability/Umbrella policy, and the CGL policy, with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. The coverages shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, or volunteers. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, at least as broad as ISO Form:
 - a. CG 20 10 and CG 11 85; or
 - b. both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms (if later revisions used).
- (l) Contractor shall provide the following Surety Bonds:
 - a. Bid Bond
 - b. Performance Bond
 - c. Payment Bond
 - d. Maintenance Bond

The Payment Bond and the Performance Bond shall be in a sum equal to the Guaranteed Maximum Price (GMP) or the final total dollar value of the Project, whichever is greater, and shall be increased by rider if Project value increases. If the Performance Bond provides for a two-year warranty and provides coverage for other warranty terms as required by the Agreement, then a separate Maintenance Bond is not necessary. If the warranty period specified in the Agreement is for longer than two years, a Maintenance Bond equal to 10% of the final total dollar value of the Project is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of Texas, secured through an authorized agent with an office in Texas, and approved by the City.

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

- (a) Limit of \$5,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$10,000,000.00 which limits shall be endorsed to be

per Project.

- (b) Coverage shall be at least as broad as ISO form GC 00 01.
- (c) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for the City's review and acceptance.
- (d) 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, Personal & Advertising Liability; and Explosion, Collapse, and Underground coverage.

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

- (a) Business Automobile Liability insurance shall be written by a carrier rated "A: VII" or better in accordance with the current A.M. Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$5,000,000.00 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- (e) Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of \$1,000,000.00 and \$2,000,000.00 policy aggregate where such exposures exist.

19.06 Excess Liability. The following Excess Liability requirements shall apply:

- (a) The Contractor may use Umbrella or Excess Liability Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all Primary and Umbrella or Excess Liability Policies shall provide all the insurance coverages required by this Agreement, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements.
- (b) The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

19.07 Additional Insured.

Those policies set forth in Paragraphs 19.04 Commercial (General) Liability, 19.05 Business Automobile Liability and 19.06 Excess Liability shall contain an endorsement listing the City as Additional Insured and further providing that the Contractor's policies are primary to any self-insurance or insurance policies procured by the City. The additional insured endorsement shall be in a form acceptable to the City. Waiver of subrogation in a form acceptable to the City shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement. Contractor shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All coverage for subcontractors shall be subject to the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as **Exhibit C**, and approved by the City before Work commences.

19.08 Builder's Risk

Until the Work is completed and accepted by the City, the Contractor shall purchase and maintain builder's risk insurance upon the entire Work at the Project site to the full insurable value thereof. The Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the Project and no coinsurance penalty provisions. The builder's risk insurance shall also cover portions of the Work stored off site after written approval of the City of the value established in the approval, and also portions of the Work in transit. This insurance shall include the interests of the City, the Contractor, subcontractors, and sub-subcontractors in the Work and shall insure against the perils of fire, wind, storm, hail, lightning, and extended coverage including flood and earthquake and shall include all-risk insurance for physical loss or damage, including, without duplication of coverage, theft, vandalism and malicious mischief. The insurance shall cover reasonable compensation for City's Consultant's services and expenses required as a result of an insured loss. This must be an all-risk policy incorporating the following language:

Permission is given for the Project insured hereunder to become occupied, the insurance remaining in full force and effect until such time as the Project has been accepted by the City, all as currently approved by the Texas Board of Insurance Commissioners.

The insurance policy and related Certificate of Insurance must specifically state that the: (a) Contractor is a named insured party for the insurance coverage described; and (b) City is an additional and named insured party for the insurance coverage described. The deductible under the policy, including that for flood shall not exceed \$100,000.00 without the written approval of the City.

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

If the Project does not involve new or major reconstruction, at the option of the City, an Installation Floater insurance policy coverage, and/or an endorsement for such coverage, may be acceptable.

For such projects, a Property Installation Floater insurance policy coverage, and/or an endorsement for such coverage, shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater insurance policy coverage, and/or an endorsement for such coverage, and the related Certificate of Insurance, shall: (a) provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site; and (b) comply with the above provision in this Paragraph 19.08 which require that the: (i) Contractor is a named insured party for the insurance coverage described; and (ii) City is an additional and named insured party for the insurance coverage described.

19.09 Workers' Compensation/Employer's Liability Insurance. The following Workers' Compensation Insurance requirements shall apply.

- (a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers' Compensation (DWC) form. Accordingly, if a subcontractor does not have their own policy and a coverage agreement is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.
- (b) Workers' Compensation/Employer's Liability insurance shall include the following terms:
 - 1. Employer's Liability minimum limits of \$1,000,000.00 for each accident/each disease/each employee are required.
 - 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 - 3. Texas must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.
- (c) Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

“A. Definitions:

Certificate of coverage (“certificate”) – An original certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers’ Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers’ compensation insurance coverage for the person’s or entity’s employees providing services on a project, for the duration of the project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

duration of the project;

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

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

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

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

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

19.10 Professional Liability.

Professional liability with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

19.11 Contractors' Pollution Legal Liability.

Contractors' Pollution Legal Liability, Asbestos Legal Liability, and Errors and Omissions liability coverage with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

19.12 Property Insurance.

(a) Partial occupancy or use in accordance with Paragraph 16.06 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The City and the Contractor

shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance.

(b) The City, at the City's option, may purchase and maintain such insurance as will insure the City against loss of use of the City's property due to fire or other hazards, however caused.

(c) If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the City shall, at City's option, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

(d) If during the Project construction period the City insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the City shall waive all rights for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

(e) A loss insured under City's property insurance shall be adjusted by the City and made payable to the City for the insureds, as their interests may appear, subject to requirements of Paragraph 19.03. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

(f) If after such loss no other special agreement is made and unless the City terminates the Agreement for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Paragraph 13.

(g) The Owner shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the City's exercise of this power; if such objection is made, the dispute shall be resolved as provided in Paragraph 10.

(h) If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

19.12 Performance Bond and Payment Bond.

(a) Pursuant to applicable provisions of Chapters, 2253, 2254, and 2269 of the Texas Government Code, for all public works contracts with governmental entities: a payment

bond is required if the Agreement Amount exceeds \$50,000, a performance bond is required if the Agreement Amount exceeds \$100,000, and below those amounts, the City may require payment and/or performance bonds for the Project in the exercise of its lawful discretion and best business judgment. The City and Contractor agree that, both a performance and payment bond are required to be properly obtained by the Contractor and timely delivered to the City as described by this Agreement, and such bonds shall be executed in accordance with all requirements of Article 7.19-1 of the Texas Insurance Code, as amended, the authority described in this Agreement, and all other applicable law, and furthermore, the following is required regarding said bonds:

1. The Contractor shall execute the required performance and payment bonds: (a) for the full Agreement Amount in the form and scope described in the bond forms attached hereto as **Exhibit B**; or (b) pursuant to Section 2269.258(a) of the Texas Government Code, if a fixed Agreed Amount or Guaranteed Maximum Price has not been determined at the time the Agreement is awarded, the penal sums of said performance and payment bonds delivered to the City must each be in an amount equal to the construction budget for the Project, as specified in the City's request for proposals or qualifications.
2. The bond surety on said bonds shall be authorized under the laws of the State of Texas to provide a performance and payment bond, and each bond shall have attached proof of authorization of the surety to act regarding all obligations described in each respective bond.
3. The Contractor shall provide original, sealed, and complete counterparts of said executed bonds in the forms required by the Agreement Documents, which are attached as **Exhibit B**, together with valid original powers of attorney, at the time of execution of this Agreement and prior to the commencement of Work. Copies of said executed bonds shall be attached hereto as **Exhibit B**.
4. The required performance and payment bonds shall remain in effect for a minimum period of two (2) years after Final Completion of the Work and shall be extended for any warranty work to cover the warranty period.
5. If at any time during the performance of this Agreement in the required period thereafter, either or both of said bonds become invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) days of such invalidity or ineffectiveness a full and complete replacement bond or bonds as the case may be, that shall assure performance or payment as required by this Agreement.
6. Regarding the delivery of said bonds by the Contractor to the City, and pursuant to Section 2269.258(b) of the Texas Government Code: (a) the Contractor shall deliver said bonds not later than the 10th day after the date the Contractor executes the Agreement; or (b) alternatively and subject to the lawful discretion and best business judgment of the City, the Contractor may be allowed by the City to furnish and deliver to the City a bid bond or other financial security which is acceptable to the City to ensure that the Contractor will furnish the required

performance and payment bonds when a guaranteed maximum price is established under this Agreement.

(b) The Contractor may make such changes and alterations as the City may require in the Work or any part thereof without affecting the validity of this Agreement and any accompanying bond. If such changes or alterations diminish the quantity or quality of the Work to be done, they shall not constitute the basis for any claim for damages or anticipated profits. If the City makes changes or alterations that render useless any Work already done or material already used in said Work, then the City shall compensate the Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the work as originally planned, provided that said compensation does not constitute additional compensation to that which has been already paid by the City to the Contractor for any Work associated with said changes or alterations.

20. UNCOVERING AND CORRECTION OF WORK

20.01 Uncovering of Work.

(a) If a portion of the Work is covered contrary to the City's or Architect's request or to requirements specifically expressed in the Agreement Documents, it must, if required in writing by the City or Architect, be uncovered for the City's and Architect's examination and be replaced at the Contractor's expense without change in the Agreement Time.

(b) If a portion of the Work has been covered which the City or Architect has not specifically requested to examine prior to its being covered, the City or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Agreement Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the City's expense. If such Work is not in accordance with the Agreement Documents, correction shall be at the Contractor's expense.

20.02 Correction of Work.

(a) Before or After Substantial Completion. The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Agreement Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

(b) After Substantial Completion. In addition to the Contractor's obligations under Paragraph 5.07, if, within two (2) years after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Paragraph 16.06(a), or by terms of an applicable special warranty required by the Agreement Documents, any of the Work is found to be not in accordance with the requirements of the Agreement Documents, the Contractor shall correct it promptly after receipt of written notice from the City to do so unless the City has previously

given the Contractor a written acceptance of such specific condition. The City shall endeavor to give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the City or Architect, the City may correct it in accordance with Paragraph 4.05. The “prompt” correction of defective work by the Contractor after receipt of notification from the City as described above shall be defined as follows:

1. The Contractor shall make written response to the City within twenty-four (24) hours of receipt of the City’s notice acknowledging receipt of the notice and providing the proposed schedule to conduct corrective work. Corrective work shall not interfere with the City’s normal operation and use of the Project, unless expressly approved by the City;
 2. For corrective work which is not a life safety issue, or which will not, by the nature of the defect, cause subsequent damage to the Project, corrective work shall be completed within fourteen (14) calendar days;
 3. For corrective work which by its nature may cause subsequent damage to the Project, corrective work required to prevent subsequent damage shall be completed within twenty-four (24) hours, and if such work is a temporary repair, permanent repair of the corrective work shall be completed within seven (7) calendar days. The Contractor shall also correct all subsequent damage caused by such corrective work;
 4. For corrective work which affects services to, and ordinary use of the Project, corrective work shall be completed within twenty-four (24) hours, and if such work is a temporary repair, permanent repair of the corrective work shall be completed within seven (7) calendar days; and
 5. The time frames stated above for completion of permanent corrective work shall be equitably adjusted as required for legitimate delays caused by weather delays, material acquisition and other factors beyond the Contractor’s direct control.
 6. The two-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.
 7. These obligations under Subparagraph 20.02(b) shall survive acceptance of the Work under the Agreement and termination of the Contract. The period for any Work corrected pursuant to Paragraph 20.02 shall be extended for a period of two years after the date said corrective work is completed.
- (c) The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Agreement Documents and are neither corrected by the Contractor nor accepted by the City.

(d) The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the City or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Agreement Documents.

1. Where non-conforming Work is found, the entire area of Work involved shall be corrected unless the Contractor can completely define the limits to the Architect's satisfaction. Additional testing, sampling, or inspecting needed to define nonconforming Work shall be at the Contractor's expense, and performed by the City's testing laboratory if such services are reasonably required by the Architect. All corrected Work shall be retested at the Contractor's expense. Extra architectural or other services required to analyze non-conforming Work shall be paid for by the Contractor.

(e) Nothing contained in Paragraph 20.02 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Agreement Documents. Nothing contained in Paragraph 20.02 is intended to limit or modify any obligations under the law or under the Agreement Documents, including any warranty obligations, expressed or implied.

20.03 Acceptance of Nonconforming Work. If the City prefers to accept Work which is not in accordance with the requirements of the Agreement Documents, the City may do so instead of requiring its removal and correction, in which case the Agreement Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

21. TEST AND INSPECTIONS

21.01 Tests and Inspections.

(a) Tests, inspections, and approvals of portions of the Work required by the Agreement Documents (or by laws, ordinances, rules, regulations, or orders of public authorities having jurisdictional, regulatory, or supervisory authority regarding the land or activities of the Project) shall be made at appropriate times. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory employed by the City for this purpose, or with the appropriate public authority. City shall bear the normal costs of these services, but not any excess costs attributable to Contractor-caused scheduling problems, or other Contractor error. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so the Architect may observe such procedures.

(b) If the Architect, City or said public authorities determine that portions of the Work require additional testing, inspection or approval not included under Paragraph 21.1, the Architect will, upon written authorization from the City, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the City, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such

procedures. Such costs, except as provided in this Paragraph 21.01, shall be at the City's expense.

(c) If such procedures for testing, inspection, or approval under this Paragraph 21 reveal failure of the portions of the Work to comply with requirements established by the Agreement Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

(d) Required certificates of testing, inspection or approval shall, unless otherwise required by the Agreement Documents, be secured by the Contractor, and promptly delivered to the Architect.

(e) If the Architect is to observe tests, inspections or approvals required by the Agreement Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

(f) Tests or inspections conducted pursuant to the Agreement Documents shall be made promptly to avoid unreasonable delay in the Work.

22. TERMINATION OR SUSPENSION OF THE CONTRACT

22.01 Termination by the Contractor.

(a) The Contractor may terminate the Agreement if the Work is stopped for a period of one hundred-twenty (120) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect Agreement with the Contractor, for any of the following reasons:

1. issuance of an order or decision of a court or other public authority (including without limitation any State, federal, or local governmental authority or agency with regulatory or supervisory jurisdictional authority regarding the land or activities of the Project, including the City) having jurisdiction which requires all Work to be stopped;
2. an act of government, such as a declaration of national emergency which requires all Work to be stopped; or
3. because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Paragraph 15.04(a), or because the City has not made payment on a Certificate for Payment within the time stated in the Agreement Documents, provided notice is given as required under Subparagraph 15.04(a).

(b) The Contractor may terminate the Agreement if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other

persons or entities performing portions of the Work under direct or indirect Agreement with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the City as described in Paragraph 22.03 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

(c) If the Work is stopped for one hundred-twenty (120) consecutive days for any reason described in Paragraph 22.01(a) or 22.01(b), the Contractor may, upon sixty (60) days' written notice to the City and Architect, terminate the Agreement and recover from the City payment for Work already satisfactorily performed by Contractor.

(d) Notwithstanding anything to the contrary contained herein or in the other Agreement Documents, the City shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraphs 22.01(a), 22.01(b) and 22.01(c).

22.02 Termination by the City with or without Cause.

(a) The City may terminate the Agreement if the Contractor:

1. refuses or fails to timely supply enough properly skilled workers, or proper materials or equipment, to perform the Work of the Project;
2. fails to make a payment to Subcontractors for materials, equipment, or labor in accordance with the respective agreements between the Contractor and the Subcontractors for the Work of the Project;
3. disregards or fails to comply with any law, ordinance, rule, regulation, decision, or order regarding the Project that is issued by a court or other public authority (including without limitation a State, federal, or local governmental authority or agency, including the City) with regulatory, supervisory, or jurisdictional authority regarding the land or activities of the Project;
4. commits conduct, an act, or omission which constitutes a breach or default of the Agreement or the Agreement Documents;
5. fails to furnish the City, upon request, with assurances satisfactory to the City evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Agreement or Agreement Documents;
6. fails to proceed continuously and diligently with the construction and completion of the Work, except as permitted under the Agreement or Agreement Documents; or
7. fails to provide all policies of insurance, permits, and/or bonds required to be obtained by the Contractor for the Project pursuant to the Agreement or Agreement Documents.

(b) When any of the above Paragraph 22.02(a) reasons exist, the City may, without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety, if any and applicable, seven (7) days' written notice, terminate the engagement and appointment of the Contractor under this Agreement, and may, subject to any prior rights of an applicable surety:

1. take possession of the Project site and of all materials, equipment, tools, and construction equipment and machinery thereon owned or possessed by the Contractor;
2. accept assignment of subcontracts pursuant to Paragraph 11.04;
3. make demand upon Contractor's applicable surety, if any, to complete the Work;
4. finish the Work by whatever reasonable method the City may deem, in its sole discretion and best business judgment, to be expedient or advisable; and/or
5. initiate and complete litigation against the Contractor, and against all other necessary or desired parties (including Contractor's sureties and insurance carriers), for the recovery of all remedies, claims and causes of action (whether legal, equitable, or mixed), and all damages, as allowed by law and this Agreement, including without limitation: Agreement termination; the recovery of all actual and consequential damages; the recovery of certain liquidated damages under this Agreement; and the recovery of the City's incurred attorney's fees, expenses, court costs, interest, and all just and lawful offsets and credits

(c) When the City terminates the Agreement for a reason stated in Paragraph 22.02(a), the Contractor shall not be entitled to receive further payment until the Work is finished.

(d) If the unpaid balance of the Agreement Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the City and not expressly waived, including attorney's fees, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the City. This obligation for payment shall survive termination of the Contract.

(e) If a Performance Bond has been furnished and the Contractor is declared by the City to be in default under the Agreement, the Surety shall promptly, and in no event more than 30 days, remedy the default by commencing and continuing to perform the remaining work of the Agreement in accordance with its terms and conditions, or by obtaining a bid or bids for the Work in accordance with the Agreement's terms and conditions. At City's election, upon determination by the City and the Surety of the lowest responsible bidder, the Surety will complete the Work or will arrange for an Agreement between such bidder and the City, and make available sufficient funds to pay the cost of completion less the balance of the Agreement Sum, but not exceeding the Penal Sum of the bond. The phrase "balance of the Agreement Sum" as used herein shall mean the total amount payable by

the City to the Contractor under the Agreement, including any adjustments thereto made in accordance with the terms and conditions of this Agreement, and amendments thereto less the amount previously paid by the City to the Contractor.

(f) Also, notwithstanding anything to the contrary herein stated, the City may terminate this Agreement pursuant to one or more of the circumstances and procedures stated in Paragraph 30 for City termination of this Agreement.

22.03 Suspension by the City for Convenience.

(a) The City may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the City may determine.

(b) If City suspends the Contractor's performance for convenience, an adjustment shall be made to the Agreement Sum as calculated under Paragraph 13 and shall include profit. No adjustment shall be made to the extent:

1. that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
2. that an equitable adjustment is made or denied under another provision of the Agreement.

22.04 Termination by the City for Convenience.

(a) The City may, at any time, terminate the Agreement, in whole or in part, for the City's convenience and without cause.

(b) Upon receipt of written notice from the City of such termination for the City's convenience, the Contractor shall:

1. cease operations as directed by the City in the notice;
2. take actions necessary, or that the City may direct, for the protection and preservation of the Work; and
3. except for Work not so terminated and/or directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts, and purchase orders and enter into no further subcontracts and purchase orders.

(c) In the event of a termination under Paragraph 22.04, the Contractor shall be paid the value of its Work to the date of termination plus such sums as are reasonably required to cover the cost to Contractor, its Subcontractors, and suppliers, to shut down the Project. City shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination.

(d) Upon determination by a court of competent jurisdiction that termination of the Contract, pursuant to Paragraph 22.02 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Paragraph 22.04, and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Paragraph 22.04.

23. GENERAL CONSTRUCTION MANAGER'S RESPONSIBILITIES.

23.01 General. The Contractor (or Construction Manager) shall perform all services described in this Agreement to be performed by the Contractor. The services to be provided under Paragraphs 23.02 and 23.03 constitute the Preconstruction Phase services. If the City and Contractor agree, the Construction Phase may commence before the Preconstruction Phase is completed, in which case both phases will proceed concurrently.

23.02 Preconstruction Phase.

(a) Preliminary Evaluation. The Contractor shall provide a preliminary evaluation of the City's program and Project budget requirements, each in terms of the other.

(b) Consultation. The Contractor with the Architect shall jointly schedule and attend regular meetings with the City. The Contractor shall consult with the City and Architect regarding site use and improvements and the selection of materials, building systems and equipment. The Contractor shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets and possible economies.

(c) Preliminary Project Schedule. When Project requirements described in Paragraph 24.01(a) have been sufficiently identified, the Contractor shall prepare, and periodically update, a preliminary Project schedule for the Architect's review and the City's approval. The Contractor shall coordinate and integrate the preliminary Project schedule with the services and activities of the City, Architect and Contractor. As design proceeds, the preliminary Project schedule shall be updated to indicate proposed activity sequences and durations, Milestone Dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, City's occupancy requirements showing portions of the Project having occupancy priority, and proposed date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the Contractor shall make appropriate recommendations to the City and Architect.

(d) Phased Construction. The Contractor shall make recommendations to the City and Architect regarding the phased issuance of Drawings and Specifications to facilitate phased construction of the Work, if such phased construction is appropriate for the Project, taking

into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities.

(e) Preliminary Cost Estimates. When the City has sufficiently identified the Project requirements and the Architect has prepared other basic design criteria, the Contractor shall prepare, for the review of the Architect and approval of the City, a preliminary cost estimate utilizing area, volume, or similar conceptual estimating techniques.

1. When Schematic Design Documents have been prepared by the Architect and approved by the City, the Contractor shall prepare, for the review of the Architect and approval of the City, a more detailed estimate with supporting data. During the preparation of the Design Development Documents, the Contractor shall update and refine this estimate at appropriate intervals agreed to by the City, Architect and Contractor.

2. When Design Development Documents have been prepared by the Architect and approved by the City, the Contractor shall prepare a detailed estimate with supporting data for review by the Architect and approval by the City. During the preparation of the Construction Documents, the Contractor shall update and refine this estimate when the Construction Documents are fifty percent (50%) complete, ninety percent (90%) complete (unless the Guaranteed Maximum Price has been established), and at any other appropriate intervals agreed to by the City, Architect and Contractor.

3. If any estimate submitted to the City exceeds previously approved estimates or the City's budget, the Contractor shall make appropriate recommendations to the City and Architect.

(f) Subcontractors and Suppliers. The Contractor shall seek to develop subcontractor interest in the Project and shall furnish to the City and Architect for their information a list of possible subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Architect will promptly reply in writing to the Contractor if the Architect or City know of any objection to such subcontractor or supplier. The receipt of such list shall not require the City or Architect to investigate the qualifications of proposed subcontractors or suppliers, nor shall it waive the right of the City or Architect later to object to or reject any proposed subcontractor or supplier.

(g) Long-Lead-Time Items. The Contractor shall recommend to the City and Architect a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Project schedule. If such long-lead-time items are procured by the City, they shall be procured on terms and conditions acceptable to the Contractor. Upon the City's acceptance of the Contractor's Guaranteed Maximum Price proposal, all contracts for such items shall be assigned by the City to the Contractor, who shall accept responsibility for such items as if procured by the Contractor. The Contractor shall expedite the delivery of long-lead-time items.

(h) Extent of Responsibility. The Contractor does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The recommendations and advice of the Contractor concerning design alternatives shall be subject to the review and approval of the City and the City's professional consultants. It is not the Contractor's responsibility to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the Contractor recognizes that portions of the Drawings and Specifications are at variance therewith, the Contractor shall promptly notify the Architect and City in writing.

(i) Equal Employment Opportunity and Affirmative Action. The Contractor shall comply with applicable laws, regulations, and special requirements of the Agreement Documents regarding equal employment opportunity and affirmative action programs.

23.03 Guaranteed Maximum Price Proposal and Agreement Time.

(a) When the Drawings and Specifications are sufficiently complete, the Contractor shall propose a Guaranteed Maximum Price (depending on Project requirements, at the City's request, multiple Guaranteed Maximum Price packages may be provided to phase or group the work, however, all packages shall be totaled together to arrive at the final Guaranteed Maximum Price), which shall be the sum of the estimated Cost of the Work and the Contractor's Fee. Provided, however, Contractor understands such estimates are relied upon by the City in making various Project determinations, and, therefore, should Contractor's Guaranteed Maximum Price proposal exceed the City's applicable budget by more than 10%, all pre-construction services rendered thereafter to render the Project within 10% of the budget by Contractor shall be at the sole cost of the Contractor.

(b) As the Drawings and Specifications may not be finished at the time the Guaranteed Maximum Price proposal is prepared, the Contractor shall provide in the Guaranteed Maximum Price for further development of the Drawings and Specifications by the Architect that is consistent with the Agreement Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds, and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

(c) The estimated Cost of the Work shall include the Contractor's contingency, being a sum established by the Contractor for its exclusive use to cover costs arising under Paragraph 23.03(b) and other costs which are properly reimbursable as Cost of the Work but not the basis for a Change Order.

(d) Basis of Guaranteed Maximum Price. The Contractor shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include:

1. A list of the Drawings and Specifications, including all addenda thereto and the Conditions of the Contract, which were used in preparation of the Guaranteed Maximum Price proposal.

2. A list of allowances and a statement of their basis.
 3. A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal to supplement the information contained in the Drawings and Specifications.
 4. The proposed Guaranteed Maximum Price, including a statement of the estimated cost organized by trade categories, allowances, contingency, and other items and the Fee that comprise the Guaranteed Maximum Price.
 5. The Date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based, and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based.
 6. A list of any exclusions.
- (e) The Contractor shall meet with the City and Architect to review the Guaranteed Maximum Price proposal and the written statement of its basis. In the event that the City or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Contractor, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.
- (f) Unless the City accepts the Guaranteed Maximum Price proposal in writing on or before the date specified in the proposal for such acceptance and so notifies the Contractor, the Guaranteed Maximum Price proposal shall not be effective without written acceptance by the Contractor and the City.
- (g) Prior to the City's acceptance of the Contractor's Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, the Contractor shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the City may specifically authorize in writing.
- (h) Upon acceptance by the City of the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price and its basis shall be set forth in Amendment No. 1. The Guaranteed Maximum Price shall be subject to additions and deductions by a change in the Work as provided in the Agreement Documents, and the Date of Substantial Completion shall be subject to adjustment as provided in the Agreement Documents.
- (i) The City shall authorize and cause the Architect to revise the Drawings and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in Amendment No. 1. Such revised Drawings and Specifications shall be furnished to the Contractor in accordance with schedules agreed to by the City, Architect and Contractor. The Contractor shall promptly notify the Architect and City if such revised Drawings and Specifications are inconsistent with the agreed-upon assumptions and clarifications.

23.04 Construction Phase.

(a) General. The Construction Phase shall commence on:

1. the City's acceptance of the Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, and
2. the City's first authorization to the Contractor to:
 - (i) award a subcontract, or
 - (ii) undertake construction Work with the Contractor's own forces, or
 - (iii) issue a purchase order for materials or equipment required for the Work.

(b) Administration.

1. Notwithstanding anything to the contrary stated in this Agreement, and regarding any Contractor self-performed work authorized for the Project pursuant to this Agreement, it is expressly agreed by the parties that any Contractor self-performed work for the Project must be awarded, if at all, pursuant to the following procedure: (i) first, a written proposal must be submitted by the Contractor to the City for said work, before any competitive bid procedure is thereafter conducted for that proposed and subject work of the Project; (ii) next, a lawful competitive bid procedure shall be conducted to third-parties (not the Contractor) for that proposed and subject work of the Project; (iii) next, an analysis shall be conducted by the City and the Contractor regarding the Contractor's written proposal for the proposed self-performed work and the competitive bids received from third-parties for the proposed and subject Project work, in order for the City, using its discretion and best business judgment, to determine the lowest cost and best construction solution for said work; and (iv) finally and upon the aforesaid analysis conducted by the City, an award by the City in writing is made to the Contractor for the proposed Contractor self-performed work because that solution was determined by the City to represent the lowest cost and best construction solution for said proposed work for the Project.

2. Those portions of the Work that the Contractor does not customarily perform with its own personnel shall be performed under subcontracts or by other appropriate agreements with the Contractor. The Contractor shall obtain public bids in accordance with the applicable requirements of Chapter 2269 of the Texas Government Code from Subcontractors and from suppliers of materials or equipment fabricated to a special design for the Work from the list previously reviewed and, after analyzing such bids, shall deliver such bids to the City and Architect. The City will then determine, with the non-binding advice and comment of the Contractor and Architect, which bids will be accepted. The City may designate specific persons or entities from whom the Contractor shall obtain bids;

however, if the Guaranteed Maximum Price has been established, the City may not prohibit the Contractor from obtaining bids from other qualified bidders.

3. If the Guaranteed Maximum Price has been established and a specific bidder among those whose bids are delivered by the Contractor to the City and Architect (1) is recommended to the City by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid which conforms to the requirements of the Agreement Documents without reservations or exceptions, but the City requires that another bid be accepted, then the Contractor may require that a change in the Work be issued to adjust the Agreement Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the City by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the City.

4. Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of Paragraphs 28.01(h) and 28.01(i) and shall not be awarded on the basis of cost plus a fee without the prior consent of the City.

5. The Contractor shall schedule and conduct meetings with appropriate Subcontractors at which the City, Architect, Contractor and appropriate Subcontractors can discuss the status of the Work. The Contractor shall prepare and promptly distribute meeting minutes.

6. Promptly after the City's acceptance of the Guaranteed Maximum Price proposal, the Contractor shall prepare a schedule in accordance with Paragraph 5.11, General Conditions, including the City's occupancy requirements.

7. The Contractor shall provide monthly written reports to the City and Architect on the progress of the entire Work. The Contractor shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the City may reasonably require. The log shall be available to the City and Architect. The Contractor shall promptly inform City in writing of any circumstance or development that is likely to delay Substantial Completion of the Project in accordance with the schedule.

8. The Contractor shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Contractor shall identify variances between actual and estimated costs and report the variances to the City and Architect at regular intervals.

(c) Professional Services. Paragraph 5.013(j), General Conditions shall apply to both the Preconstruction and Construction Phase.

(d) Hazardous Materials. Paragraph 18.03, General Conditions shall apply to both the Preconstruction and Construction Phases.

END OF GENERAL CONDITIONS

SAMPLE

ARTICLE II.
ADDITIONAL CONDITIONS

24. OWNER'S RESPONSIBILITIES

24.01 Information And Services

- (a) The City shall provide information in a timely manner regarding the requirements of the Project, including a program which sets forth the City's objectives, constraints, and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.
- (b) The City shall establish and update an overall budget for the Project, based on consultation with the Contractor and Architect, which shall include contingencies for changes in the Work and other costs which are the responsibility of the City.
- (c) Structural And Environmental Tests, Surveys and Reports. In the Preconstruction Phase, the City shall furnish the following with reasonable promptness and at the City's expense. Except to the extent that the Contractor knows of any inaccuracy, or should have reasonably discovered such error or inaccuracy, the Contractor shall be entitled to rely upon the accuracy of any such information, reports, surveys, drawings, and tests described in Paragraphs 24.01(d) through 24.01(g) but shall exercise customary precautions relating to the performance of the Work.
- (d) Reports, surveys, drawings, and tests concerning the conditions of the site which are required by law.
- (e) Surveys describing physical characteristics, legal limitations, and utility locations for the site of the Project, and a written legal description of the site.
- (f) The services of a geotechnical engineer when such services are requested by the Contractor and are reasonably required by the scope of the Project, as determined by the City or Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.
- (g) Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law.
- (h) The services of other consultants when such services are reasonably required by the scope of the Project, as determined by the City or Architect, and are requested by the Contractor.

24.02 Owner's Designated Representative. The City shall designate in writing City's Representative who shall have express authority, subject to the limitations set forth in the General Conditions, to bind the City with respect to all matters requiring the City's approval or authorization. This City's Representative shall have the authority to make decisions on behalf of the City concerning estimates and schedules, construction budgets, and changes in the Work, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Contractor. Except as otherwise provided in Paragraph 9.02(a), General Conditions, the Architect does not have such authority.

24.03 Architect. The City shall retain an Architect to provide basic services, including normal structural, mechanical, and electrical engineering services, and any other disciplines as required. The City must authorize, in writing, and cause the Architect to provide additional service, requested by the Contractor which must necessarily be provided by the Architect for the Preconstruction and Construction Phases of the Work. The Contractor has no authority to request services from the Architect on the City's behalf. Such services shall be provided in accordance with time schedules agreed to by the City, Architect and Contractor. Upon request of the Contractor, the City shall furnish to the Contractor a copy of the City's Agreement with the Architect.

25. COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES.

The City shall compensate and make payments to the Contractor for Preconstruction Phase services as follows:

25.01 Compensation.

(a) For the services described in Paragraphs 23.02 and 23.03, the Contractor's compensation shall be calculated as follows:

(State basis of compensation, whether a stipulated sum, multiple of Direct Personnel Expense, actual cost, etc. Include a statement of reimbursable cost items as applicable.)

(b) If compensation is based on a multiple of Direct Personnel Expense, Direct Personnel Expense is defined as the direct salaries of the Contractor's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

25.02 Payments.

(a) The City shall endeavor to make payments monthly (as described below) following presentation of the Contractor's invoice and supporting documents and, where applicable, shall be in proportion to services performed and the amounts of Work substantiated by Contractor's supporting documentation.

(b) The City will endeavor to make payments no later than thirty (30) calendar days from the date the Contractor's invoice is approved by the City, unless otherwise agreed in writing by the parties.

(c) The City stipulates that it is an exempt organization as defined by the Limited Sales, Excise and Use Tax Act and, as such, is exempt from the payment of the sales tax on materials and supplies used in the performance of this Agreement. The Contractor shall issue exemption certificates to its Subcontractors and suppliers in lieu of said sales tax for all such materials and supplies, complying with all applicable State Comptroller's Rulings.

26. COMPENSATION FOR CONSTRUCTION PHASE SERVICES.

The City shall compensate the Contractor for Construction Phase services as follows:

26.01 Compensation. For the Contractor's performance of the Work as described in Paragraph 23.04, the City shall pay the Contractor in current funds the Agreement Sum consisting of the Cost of the Work as defined in Paragraph 28 and the Contractor's Fee determined as follows:

(State a lump sum, percentage of actual Cost of the Work or other provision for determining the Contractor's Fee and explain how said Fee is to be adjusted for changes in the Work.)

26.02 Guaranteed Maximum Price. The sum of the Cost of the Work and the Construction Manager's Fee for the Work are guaranteed by the Contractor not to exceed the amount provided in Amendment No. 1, subject to additions and deductions by changes in the Work as provided in the Agreement Documents. Such maximum sum as adjusted by approved changes in the Work is referred to in the Agreement Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement paid by the City. In the event the Cost of Work plus the Contractor's Fee is less than the Guaranteed Maximum Price ("GMP"), the savings shall accrue one hundred percent (100%) to the City.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

26.03 Changes in the Work.

(a) Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of Amendment No. 1 may be determined by any of the methods named in Paragraph 13.01(b), General Conditions, subject to the limitations provided in the General Conditions.

(b) In calculating adjustments to subcontracts (except those awarded with the City's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Paragraph 13.01(b)(3), General Conditions and the term "costs" as used in Paragraph 13.03(f), General Conditions shall have the meanings assigned to them in the General Conditions and shall not be modified by this Paragraph 26. Adjustments to subcontracts awarded with the City's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

(c) In calculating adjustments to the Contract, the terms “cost” and “costs” as used in the above-referenced provisions of the General Conditions shall mean the Cost of the Work as defined in Paragraph 27 of this Agreement, and the term “and a reasonable allowance for overhead and profit” shall mean the Contractor’s Fee as defined in Paragraph 26.01 of this Agreement.

(d) If no specific provision is made in Paragraph 26.01 for adjustment of the Contractor’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Paragraph 26.01 will cause substantial inequity to the City or Contractor, the Contractor’s Fee shall be equitably adjusted on the basis of the Fee established for the original Work.

27. COST OF THE WORK FOR CONSTRUCTION PHASE.

27.01 Costs to be Reimbursed. The term “Cost of the Work” shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. Such costs shall be at rates not higher than those customarily paid at the place of the Project except with prior consent of the City. The Cost of the Work shall include only the items set forth in this Paragraph 27.

27.02 Labor Costs.

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

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

(c) Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the City’s agreement, at off-site workshops.

(d) Wages or salaries of the Contractor’s supervisory and administrative personnel when stationed at the site with the City’s agreement.

Classification	Name

(If it is intended that the wages or salaries of certain personnel stationed at the Contractor’s principal office or offices other than the site office shall be included in the Cost of the Work, such personnel shall be identified above)

(e) Wages and salaries of the Contractor's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work. Further, the time for performance does not necessitate overtime work and the City shall not be required to reimburse the "premium time" portion of any overtime payments by Contractor, unless otherwise approved, in writing, in advance by the City.

(f) Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments, and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work under Paragraphs 27.02(a) through 27.02(d).

27.03 Subcontract Costs. Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts.

27.04 Costs of Materials and Equipment Incorporated in the Completed Construction.

(a) Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

(b) Costs of materials described in the preceding Paragraph 27.4(a) in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the City at the completion of the Work or, at the City's option, shall be sold by the Contractor; amounts realized, if any, from such sales shall be credited to the City as a deduction from the Cost of the Work.

27.05 Costs of Other Materials and Equipment, Temporary Facilities and Related Items.

(a) Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Contractor at the site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Contractor. Cost for items previously used by the Contractor shall mean fair market value.

(b) Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Contractor at the site, whether rented from the Contractor or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the City's prior approval.

(c) Costs of removal of debris from the site.

(d) Reproduction costs, postage and express delivery charges, telephone at the site and reasonable petty cash expenses of the site office.

(e) That portion of the reasonable travel and subsistence expenses of the Contractor's personnel incurred while traveling in discharge of duties connected with the Work.

27.06 Miscellaneous Costs.

(a) That portion directly attributable to this Agreement of premiums for insurance and bonds.

(If charges for self-insurance are to be included, specify the basis of reimbursement.)

(b) Fees and assessments for the building permit and for other permits, licenses, and inspections for which the Contractor is required by the Agreement Documents to pay.

(c) Fees of testing laboratories for tests required by the Agreement Documents, except those related to nonconforming Work other than that for which payment is permitted by Paragraph 27.08.

(d) Royalties and license fees paid for the use of a particular design, process or product required by the Agreement Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Agreement Documents; payments made in accordance with legal judgments against the Contractor resulting from such suits or claims and payments of settlements made with the City's consent; provided, however, that such costs of legal defenses, judgment and settlements shall not be included in the calculation of the Contractor's Fee or the Guaranteed Maximum Price and provided that such royalties, fees and costs are not excluded by the last sentence of Paragraph 6.01, General Conditions or other provisions of the Agreement Documents.

(e) Data processing costs related to the Work.

(f) Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility to the City set forth in this Agreement.

27.07 Other Costs. Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the City.

27.08 Included. The costs described in Paragraphs 27.01 through 27.07 shall be included in the Cost of the Work notwithstanding any provision of General Conditions of the Agreement which may require the Contractor to pay such costs, unless such costs are excluded by the provisions of Paragraph 27.09.

27.09 Costs not to be Reimbursed.

(a) The Cost of the Work shall not include:

1. Salaries and other compensation of the Contractor's personnel stationed at its principal office or offices other than the site office, except as specifically provided in Paragraphs 27.02(a) and 27.02(b).
2. Expenses of the Contractor's principal office and offices other than the site office, except as specifically provided in Paragraph 27.01.
3. Overhead and general expenses, except as may be expressly included in Paragraph 27.01.
4. The Contractor's capital expenses, including interest on the Construction Manager's capital employed for the Work.
5. Rental costs of machinery and equipment, except as specifically provided in Paragraph 27.05(b).
6. Costs due to the negligence of the Contractor or to its failure to fulfill a specific responsibility to the City set forth in this Agreement.
7. Costs incurred in the performance of Preconstruction Phase Services.
8. Except as provided in Paragraph 27.07, any cost not specifically and expressly described in Paragraph 27.01.
9. Costs which would cause the Guaranteed Maximum Price to be exceeded.

27.10 Discounts, Rebates and Refunds.

(a) Cash discounts obtained on payments made by the Contractor shall accrue to the City if (1) before making the payment, the Contractor included them in an Application for Payment and received payment therefor from the City, or (2) the City has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the City, and the Contractor shall make provisions so that they can be secured.

(b) Amounts which accrue to the City in accordance with the provisions of Paragraph 27.010(a) shall be credited to the City as a deduction from the Cost of the Work.

27.11 Accounting Records. The Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to the City. The City and the City's accountants shall be afforded access to the Contractor's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to this Project, and the Contractor shall preserve these for a period of four (4) years after final payment, or for such longer period as may be required by law.

28. CONSTRUCTION PHASE.

28.01 Progress Payments.

- (a) Based upon Applications for Payment submitted to the Architect by the Contractor, in a form acceptable to City and the Architect, and Certificates for Payment approved by the City and issued by the Architect, the City shall endeavor to make progress payments on account of the Agreement Sum to the Contractor as provided below and elsewhere in the Agreement Documents.
- (b) The period covered by each Application for Payment shall be one (1) calendar month ending on the last day of the month.
- (c) Provided an Application for Payment is received by the Architect not later than the 30th day of a month, the City, upon approval of the Application for Payment, shall endeavor to make payment to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall endeavor to be made by the City not later than thirty (30) days after the Architect receives the Application for Payment and after the City approves the Application for Payment.
- (d) With each Application for Payment, the Contractor shall submit detailed payrolls, detailed petty cash accounts, detailed receipted invoices or detailed invoices with check vouchers attached and any other evidence required by the City or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.
- (e) Each Application for Payment shall be based upon the most recent schedule of values submitted by the Contractor in accordance with the Agreement Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Contractor's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the City and Architect may require. This schedule, unless objected to by the City or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- (f) Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Contractor on account of that portion of the Work for which it has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

(g) Subject to other provisions of the Agreement Documents, the amount of each progress payment shall be computed as follows:

1. First, take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Next, pending final determination of cost to the City of changes in the Work, amounts not in dispute may be included as provided in Paragraph 13.03(g), General Conditions, even though the Guaranteed Maximum Price has not yet been adjusted by Change Order;
2. Next, add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the City, suitably stored off the site at a location agreed upon in writing;
3. Next, add the Construction Manager's Fee, less retainage of: (i) ten percent (10%) where the GMP is less than \$400,000; or (ii) five percent (5%) where the GMP is \$400,000 or more. Next, the Contractor's Fee shall be computed upon the Cost of the Work described in the two preceding Paragraphs at the rate stated in Paragraph 25.01(a) or, if said Fee is stated as a fixed sum in that Paragraph, said Fee shall be an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in the two preceding Paragraphs bears to a reasonable estimate of the probable Cost of the Work upon its completion;
4. Next, subtract the aggregate of previous payments made by the City;
5. Next, subtract the shortfall, if any, indicated by the Contractor in the documentation required by Paragraph 28.01(d) to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the City's accountants in such documentation;
6. Next, subtract amounts, if any, for which the City or Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 15.05, General Conditions.

(h) Except with the City's prior approval, payments to Subcontractors shall be subject to retention of not less than five percent (5%). The City and Contractor shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.

(i) Except with the City's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

(j) In taking action on the Contractor's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the

Contractor and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Paragraph 28.01(d) or other supporting data, that the Architect has made exhaustive or continuous on-site inspections or that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the City, will be performed by the City's accountants acting in the sole interest of the City.

28.02 Final Payment.

(a) Final payment shall be made by the City to the Contractor when (1) the Agreement has been fully performed by the Contractor except for its responsibility to correct punch list items or nonconforming Work, as provided in Paragraph 20.02(b), General Conditions, and to satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Payment and a final accounting for the Cost of the Work have been submitted by the Contractor and reviewed by the City's accountants; and (3) a final Certificate for Payment has then been approved by the City and issued by the Architect; such final payment shall endeavor to be made by the City not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

(b) The amount of the final payment shall be calculated as follows:

1. First, take the sum of the Cost of the Work substantiated by the Contractor's final accounting and the Contractor's Fee, but not more than the Guaranteed Maximum Price;
2. Next, subtract amounts, if any, for which the Architect withholds or the City is entitled to withhold under this Agreement, in whole or in part, a final Certificate for Payment as provided in Paragraph 15.05(a), General Conditions or other provisions of the Agreement Documents;
3. Next, subtract the aggregate of previous payments made by the Owner.

If the aggregate of previous payments made by the City exceeds the amount due the Contractor, the Contractor shall reimburse the difference to the City.

(c) The City's accountants will endeavor to review and report in writing on the Contractor's final accounting within sixty (60) days after delivery of the final accounting to the Architect by the Contractor, together with all backup documentation reasonably required by the City. Based upon such Cost of the Work as the City's accountants shall report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Paragraph 28.02(a) have been met, the Architect will endeavor within seven days after receipt of the written report of the City's accountants, either issue to the City a final Certificate for Payment with a copy to the Contractor or notify the Contractor and City in writing of the Architect's reasons for withholding a certificate as provided in Paragraph 15.05(a), General Conditions. The time periods stated in this Paragraph 28 supersede those stated in Paragraph 15.04(a), General Conditions.

(d) If the City's accountants report the Cost of the Work as substantiated by the Contractor's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to proceed in accordance with Paragraph 29 without a further decision of the Architect. Unless agreed to otherwise, a demand for mediation of the disputed amount shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to make such demand within this 30-day period shall result in the substantiated amount reported by the City's accountants becoming binding on the Contractor. Pending a final resolution of the disputed amount, the City shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

If, subsequent to final payment and at the City's request, the Contractor incurs costs described in Paragraph 27.01 and not excluded by Paragraph 27.09(a) to correct nonconforming Work or (2) arising from the resolution of disputes, the City shall reimburse the Contractor such costs and the Contractor's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Contractor has participated in savings, the amount of such savings shall be recalculated, and appropriate credit given to the City in determining the net amount to be paid by the City to the Contractor.

29. DISPUTE RESOLUTION.

29.01 Dispute Resolution. During both the Preconstruction and Construction Phases, claims, disputes or other matters in question between the parties to this Agreement shall be resolved as provided in Paragraph 10, General Conditions, except that, during the Preconstruction Phase, no decision by the Architect shall be a condition precedent to mediation.

30. TERMINATION OR SUSPENSION.

30.01 Termination Before Establishing Guaranteed Maximum Price.

(a) Before execution by both parties of Amendment No. 1 establishing the Guaranteed Maximum Price, the City may terminate this Agreement at any time without cause, and the Contractor may terminate this Agreement for any of the reasons described in Paragraph 22.01(a), General Conditions.

(b) If the City or Contractor terminates this Agreement pursuant to Paragraph 9.01 prior to commencement of the Construction Phase, the Contractor shall be equitably compensated for Preconstruction Phase Services performed prior to receipt of notice of termination; provided, however, that the compensation for such services shall not exceed the compensation set forth in Paragraph 25.01(a).

(c) If the City or Contractor terminates this Agreement pursuant to Paragraph 30.01 after commencement of the Construction Phase, the Contractor shall be paid, in addition to the compensation provided in Paragraph 30.1(b), an amount calculated as follows:

1. First, take the Cost of the Work incurred by the Contractor;

2. Next, add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Paragraph 26.01 or, if said Fee is stated as a fixed sum in that Paragraph, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

3. Next, subtract the aggregate of previous payments made by the City on account of the Construction Phase.

The City shall also pay the Contractor fair compensation, either by purchase or rental at the election of the City, for any equipment owned by the Contractor which the City elects to retain and which is not otherwise included in the Cost of the Work under Paragraph 30.01(c)(1). To the extent that the City elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in Paragraph 30, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the City may require for the purpose of fully vesting in the City the rights and benefits of the Contractor under such subcontracts or purchase orders.

Subcontracts, purchase orders and rental agreements entered into by the Contractor with the City's written approval prior to the execution of Amendment No. 1 shall contain provisions permitting assignment to the City as described above. If the City accepts such assignment, the City shall reimburse the Contractor with respect to all valid and properly payable costs arising under the subcontract, purchase order or rental agreement except those which would not have been reimbursable as Cost of the Work if the agreement had not been terminated. If the City elects not to accept the assignment of any subcontract, purchase order or rental agreement which would have constituted a Cost of the Work had this agreement not been terminated, the Contractor shall terminate such subcontract, purchase order or rental agreement and the City shall pay the Contractor the costs necessarily and reasonably incurred by the Contractor by reason of such termination, but in no event to include any overhead or profit on work not performed.

30.02 Termination Subsequent to Establishing Guaranteed Maximum Price. Subsequent to execution by both parties of Amendment No. 1, the Agreement may be terminated as provided in Paragraph 22, General Conditions.

(a) In the event of such termination by the City, the amount payable to the Contractor pursuant to Paragraph 22.01(c), General Conditions shall not exceed the amount the Contractor would have been entitled to receive pursuant to Paragraphs 30.01(a) and 30.01(c) of this Agreement.

(b) In the event of such termination by the Contractor, the amount to be paid to it under Paragraph 22.01(c), General Conditions shall not exceed the amount the Contractor would have been entitled to receive under Paragraphs 30.01(b) and 30.01(c) above. In no event

shall Contractor nor any supplier or subcontractor be entitled to any fee or lost profits for work not performed.

30.03 Suspension. The Work may be suspended by the City as provided in Paragraph 22, General Conditions, and in such case, the Guaranteed Maximum Price, if established, shall be increased as provided in Paragraph 22.03(b), General Conditions, except that the term “cost of performance of the Contract” in that Paragraph shall be understood to mean the Cost of the Work and the term “profit” shall be understood to mean the Contractor’s Fee as described in Paragraphs 26.01 and 26.03(d) of this Agreement.

31. OTHER CONDITIONS AND SERVICES.

31.01 Licensing, Permits, Registrations, and Approvals. Contractor represents to the City that it has, and will keep in effect at all times during the term of this Agreement, any licenses, permits, registrations, and approvals which are legally required for the Contractor to practice its trade.

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

31.03 Authority to Contract. Each party represents that it has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entity. However, notwithstanding anything stated to the contrary in this Agreement, the parties acknowledge and agree that this Agreement is subject to the proper application of, and to all protections afforded to the City pursuant to, the doctrine of governmental immunity under Texas law.

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

31.05 Prioritization. Contractor and City agree that City is a political subdivision of the State of Texas and is thus subject to certain laws. Because of this there may be documents or portions thereof added by Contractor to this Agreement as exhibits that conflict with such laws, or that conflict with the terms and conditions herein excluding the additions by Contractor. In either case, the applicable law or the applicable provision of this Agreement excluding such conflicting addition by Contractor shall prevail. The parties understand this section comprises part of this Agreement without necessity of additional consideration.

31.06 Presumption Against Waiver. No waiver by either party hereto of any one or more defaults by the other party hereto in the performance of this Agreement shall be construed as a waiver of any future defaults whether of a like or different character. No waiver of a default of this Agreement occurs if the non-defaulting party fails to immediately declare a default or otherwise

delays in taking any action regarding a default committed by the defaulting party of this Agreement.

31.07 Owner's Reserved Rights. The City shall have the rights by its officers, employees, or agents to examine and inspect the Contractor Work regarding the Project and the business records and financial records of the Contractor regarding the Project, at any time, to verify Contractor's compliance with the terms of this Agreement. Any approval by City or acceptance of the Contractor's Work shall not waive any obligation of the Contractor to correct defective work or to later provide additional business records or financial records regarding portions of the Project approved or accepted by the City.

31.08 Benefit. Subject to a proper application of the doctrine of governmental immunity under Texas law, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns where permitted by this Agreement. Nothing in this Paragraph shall be construed to waive the conditions elsewhere contained in this Agreement applicable to assignment by the Contractor. Nothing contained in this Agreement shall be construed to confer any benefit upon any subcontractor or any other third party.

31.09 Headings, Gender, Number. The headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation.

31.10 Agreement Read. The parties acknowledge that they have had the opportunity to consult with counsel of their choice, have read, understand, and intend to be bound (subject to the proper application of the doctrine of governmental immunity under Texas Law) by the terms and conditions of this Agreement.

31.11 Written Notice. Written notice shall be deemed to have been served only if the writing is hand-delivered to the addressees and addresses set out below, or if delivered by courier or delivered by United States Postal Service mail (certified USPS mail delivery required) to that address:

City: _____

Contractor: _____

31.12 Extent of Contract. This Agreement (and its attached or incorporated documents and exhibits) represents the entire and integrated agreement between the City and the Contractor regarding the Project and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the

City and Contractor. If anything in any document or exhibit attached to or incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

Ownership and Use of Documents. Paragraph 3.4, General Conditions, shall apply to both the Preconstruction and Construction Phases.

31.13 Governing Law. The parties expressly agree that: (a) this Agreement shall be governed and interpreted pursuant to the laws of the State of Texas; (b) the Performance, Work, and all matters pertaining to this Agreement and the Project shall be expressly performed in Brazos County, Texas, United States of America; and (c) venue in any lawsuit or legal proceeding regarding or relating to this Agreement or Project shall be in a court of competent jurisdiction in Brazos County, Texas, United State of America, or the appropriate United States District Court designated for Brazos County.

31.14 Assignment. Subject to a proper application of the doctrine of governmental immunity under Texas law, the City and Construction Manager respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Agreement Documents. Neither party to the Agreement shall assign the Agreement in whole or in part without the written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

31.15 Effective Date. This Agreement goes into effect when duly approved by all the parties hereto and is contingent upon Contractor obtaining and maintaining the insurance and bonds required herein throughout the duration of the Project and applicable warranty periods.

31.16 Verification or Representations Regarding Certain Statutory Matters. To the extent applicable, this Agreement is subject to the following:

- (a) No Boycott of Israel. Pursuant to applicable provisions of Chapter 2271 of the Texas Government Code, the Contractor verifies that it (1) does not boycott Israel, and (2) will not boycott Israel during the term of this Agreement;
- (b) No Boycott of Firearms. Pursuant to applicable provisions of Chapter 2274 of the Texas Government Code, the Contractor verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association;
- (c) No Boycott of Energy Companies. Pursuant to applicable provisions of Chapter 2276 of the Texas Government Code, the Contractor verifies that it (1) does not boycott energy companies, and (2) will not boycott energy companies during the term of this Agreement; and
- (d) Conflicts Disclosure. Before the approval of this Agreement, and in timely performance with the statutes hereafter described, the Contractor has submitted to the City:

(1) a properly executed Form CIQ/Conflicts of Interest Questionnaire pursuant to Chapter 176 of the Texas Local Government Code and other authority; and (2) a properly executed Form 1295/Texas Ethics Commission Certificate of Interested Parties pursuant to Section 2252.908 of the Texas Government Code.

31.17 Virtual Payment Method. For increased payment and financial information security, the Contractor must use the City's approved virtual payment card system or digital payment system for all payments, storing, and modifications of financial information used for City payments to the Contractor. Any related reasonable fees paid by the Contractor for use of the virtual payment card system or digital payment system may be passed through to the City.

31.18 Fraud Reporting. To reduce the risk of fraud and to protect the Contractor's financial information from fraud, the Contractor must report to the City in writing at VendorInvoiceEntry@cstx.gov if the Contractor reasonably suspects or knows if any of their financial information has been subject to fraudulent activity or suspected fraudulent activity.

List of Exhibits

- A.** Davis Bacon Wage Rates
- B.** Performance and Payment Bonds
- C.** Certificates of Insurance and Endorsements
- D.** Technical Specifications & Plans

CITY OF COLLEGE STATION

By: _____

By: _____

Printed Name: _____

City Manager: _____

Title: _____

Date: _____

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A

DAVIS BACON WAGE RATES

SAMPLE

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

EXHIBIT B

PERFORMANCE AND PAYMENT BONDS

SAMPLE

Project No. _____

PERFORMANCE BOND

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

§

THAT WE, _____, as Principal, hereinafter called “Contractor” and the other subscriber hereto _____, a corporation organized and existing under the laws of the State of _____, licensed to do business in the State of Texas and admitted to write bonds, as Surety, herein after called “Surety”, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, Texas (“City”), a municipal corporation, in the sum of _____ (\$_____) for the payment of which sum, well and truly to be made to the City of College Station and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally pursuant to the obligations and payment of this Performance Bond (“Bond”) as follows:

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed an Agreement (as used herein including the Agreement Documents) in writing with the City of College Station for the following City Project (“Project”):

_____, with all of the work (“Work”) for the Project to be done as set out in full in said Agreement therein referred to and adopted by the City Council of the City of College Station, Texas, all of which documents, as amended, are incorporated by reference for all purposes and made a part of this instrument as fully and completely as if set out in full herein.

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

It is further understood and agreed that the Surety does hereby relieve the City or its representatives from the exercise of any diligence whatsoever in securing compliance on the part of the Contractor with the terms of the Agreement, including the making of payments thereunder and, having fully considered its Principal’s competence to perform the Agreement in the underwriting of this Performance Bond, the Surety hereby waives any notice to the Surety of any default or delay by the Contractor in the performance of the Agreement, and also agrees that the Surety shall be bound to take notice of and shall be held to have knowledge of all conduct, acts, or omissions of the Contractor in all matters pertaining to the Agreement and Project. The Surety understands and agrees that the provision in the Agreement that the City shall retain certain

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amounts due the Contractor until the expiration of a specified time from the acceptance of the Work of the Project is intended for the City's benefit, and the City shall have the right to pay or withhold such retained amounts or any other amount owing under the Agreement without changing or affecting the liability of the Surety under this Bond in any degree.

It is further expressly agreed by Surety that the City or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Agreement, the Agreement Documents, and in the Work of the Project to be done thereunder, as provided in the Agreement, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work of the Project to be done thereunder; and that such changes, if made, shall not in any way vitiate, terminate, or diminish the (1) Surety's obligations in this Bond and undertaking, or (2) release the Surety therefrom. Surety, for value received, hereby stipulates, acknowledges, and agrees that any change in Agreement Time or Agreement Sum shall not in any way affect its obligations and duties to the City as the Surety under this bond, and Surety does hereby waive notice of any such change in the Agreement Time or Agreement Sum.

It is further expressly agreed and understood that by the parties to this Bond that the Contractor and Surety will fully indemnify, defend, and hold harmless the City from any liability, claim, cause of action, judgment, loss, cost, expense, or damage arising out of or in connection with the Work for the Project done or to be done by the Contractor under the Agreement. In the event that the City shall bring any lawsuit or other proceeding at law or equity regarding or related to the Agreement or this Bond or both, the Contractor and Surety agree to pay to the City the actual amounts of attorneys' fees, costs, and expenses incurred by the City in connection with such lawsuit or other proceeding.

The parties to this instrument expressly agree to and acknowledge the following: (1) this Bond and all obligations of the Surety and Contractor created hereunder are expressly performable in Brazos County, Texas; (2) this Bond shall be governed and interpreted pursuant to the laws of the State of Texas; (3) venue in any lawsuit or legal proceeding regarding or relating to this Bond shall be in a court of competent jurisdiction in Brazos County, Texas, United State of America, or the appropriate United States District Court designated for said county; (4) this Bond is given in compliance with the applicable provisions of Chapters 2253, 2254, and 2269 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statutes.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received (1) by hand or courier delivery (no e-mails or facsimile submissions of notice are allowed), or (2) by United State Postal Service mail (being certified mail, return receipt required), said notice being addressed to the respective other party at the address described below in this Bond, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party. A copy of the Surety agent "Power of Attorney" also must be attached to this Bond instrument.

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

CONTRACTOR EXECUTION:

ATTEST, SEAL OF CONTRACTOR: (if a corporation)

WITNESS: (if not a corporation)

(Name of Contractor)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address of Contractor: _____

SURETY EXECUTION:

ATTEST, SEAL OF SURETY: (if a corporation)

WITNESS: (if not a corporation)

(Name of Surety)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address of Surety: _____

**ACCEPTANCE BY CITY:
REVIEWED:**

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

City Attorney's Office
Date: _____

City Manager
Date: _____

Project No. _____

TEXAS STATUTORY PAYMENT BOND

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

§

THAT WE, _____, as Principal, hereinafter called
“Principal” and the other subscriber hereto _____, a
corporation organized and existing under the laws of the State of _____, licensed to do
business in the State of Texas and admitted to write bonds, as Surety, hereinafter called “Surety”,
do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, Texas
(“City”), a municipal corporation, in the sum of _____
(\$ _____)

for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators,
executors, successors and assigns, jointly and severally, pursuant to the obligations and payment
of this Texas Statutory Payment Bond (“Bond”) as follows:

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, Principal has entered into a certain Agreement (“Agreement” including the
Agreement Documents, as amended) in writing with the City of College Station for the following
City Project (“Project”) dated the _____ day of _____, 20____:

_____,
with all of the work (“Work”) for the Project to be done as set out in full in said Agreement, as
amended, therein referred to and adopted by the City Council of the City of College Station, Texas,
all of which documents are incorporated by reference for all purposes and made a part of this
instrument as fully and completely as if set out in full herein.

NOW THEREFORE, the condition of this Bond obligation is such that if Principal shall
pay all claimants supplying labor, equipment, and/or material to Principal for the Project, or to a
subcontractor for the Project, regarding the performance and prosecution of the Work of the Project
provided for in the Agreement, as amended, then, this Bond obligation shall be null and void;
otherwise this Bond obligation is to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of
Chapters 2253, 2254, and 2269 of the Texas Government Code and all liabilities on this Bond shall
be determined in accordance with the provisions, conditions and limitations of said Code to the
same extent as if it were copied at length herein.

It is further expressly agreed by Surety that the City or its representatives are at liberty at
any time, without notice to the Surety, to make any change in the Agreement, the Agreement
Documents, and in the Work of the Project to be done thereunder, as provided in the Agreement,
and in the terms and conditions thereof, or to make any change in, addition to, or deduction from
the Work of the Project to be done thereunder; and that such changes, if made, shall not in any

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way vitiate, terminate, or diminish the (1) Surety's obligations in this Bond and undertaking, or (2) release the Surety therefrom.

It is further expressly agreed and understood that by the parties to this Bond that the Contractor and Surety will fully indemnify, defend, and hold harmless the City from any liability, claim, cause of action, judgment, loss, cost, expense, or damage arising out of or in connection with the Work for the Project done or to be done by the Contractor under the Agreement. In the event that the City shall bring any lawsuit or other proceeding at law or equity regarding or related to the Agreement or this Bond or both, the Contractor and Surety agree to pay to the City the actual amounts of attorneys' fees, costs, and expenses incurred by the City in connection with such lawsuit or other proceeding.

The parties to this instrument expressly agree to and acknowledge the following: (1) this Bond and all obligations of the Surety and Contractor created hereunder are expressly performable in Brazos County, Texas; (2) this Bond shall be governed and interpreted pursuant to the laws of the State of Texas; (3) venue in any lawsuit or legal proceeding regarding or relating to this Bond shall be in a court of competent jurisdiction in Brazos County, Texas, United State of America, or the appropriate United States District Court designated for said county; (4) this Bond is given in compliance with the applicable provisions of Chapters 2253, 2254, and 2269 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statutes.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received (1) by hand or courier delivery (no e-mails or facsimile submissions of notice are allowed), or (2) by United State Postal Service mail (being certified mail, return receipt required), said notice being addressed to the respective other party at the address described below in this Bond, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

Surety, for value received, hereby stipulates, acknowledges, and agrees that any change in Agreement Time or Agreement Sum shall not in any way affect its obligations and duties to the City as the Surety under this Bond, and Surety does hereby waive notice of any such change in the Agreement Time or Agreement Sum. A copy of the Surety agent "Power of Attorney" also must be attached to this Bond instrument.

IN WITNESS THEREOF, the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached a current Power of Attorney as required by this Bond.

PRINCIPAL EXECUTION:

ATTEST, SEAL OF PRINCIPAL: (if a corporation)

WITNESS: (if not a corporation)

(Name of Principal)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address of Principal: _____

SURETY EXECUTION:

ATTEST, SEAL OF SURETY: (if a corporation)

WITNESS: (if not a corporation)

(Name of Surety)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address of Surety: _____

**ACCEPTANCE BY CITY:
REVIEWED:**

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

City Attorney's Office

Date: _____

City Manager

Date: _____

EXHIBIT C

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

SAMPLE

EXHIBIT D
TECHNICAL SPECIFICATIONS AND PLANS

SAMPLE

January 25, 2024
Item No. 8.8.
Committee Appointments

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding appointments to the following boards, committees and commissions:

- Planning and Zoning Commission
- Construction Board of Adjustments
- Zoning Board of Adjustment
- Bicycle, Pedestrian, & Greenway Advisory Board
- Historic Preservation Committee
- Parks and Recreation Board

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None

Summary: This is the annual appointment to our boards, committees, and commissions. A packet containing applications, appointment charts, and tally sheets will be provided under separate cover.

Budget & Financial Summary: None

Attachments:

None

January 25, 2024

Item No. 11.1.

Council Reports on Committees, Boards, and Commissions

Sponsor: City Council

Reviewed By CBC: City Council

Agenda Caption: A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Review meetings attended.

Summary: Animal Shelter Board, Arts Council of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bond Citizens Advisory Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Economic Development Corporation, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Census Committee Group, Compensation and Benefits Committee, Experience Bryan-College Station, Design Review Board, Economic Development Committee, 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, Operation Restart, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Walk with the Mayor, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

Budget & Financial Summary: None.

Attachments:

None