



College Station, TX

Meeting Agenda City Council

1101 Texas Ave, College Station, TX 77840

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

Meeting ID: 287 987 474 175 | Passcode: gZw5cS

Phone: 469-480-7460 | Phone Conference: 168 564 318#

August 8, 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. 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.
- b. City of College Station v. 47 Oaks, LLC, Cause No. 626-CC, in the County Court at Law No. 2 of Brazos County, Texas.
- c. 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.
- d. Cynthia Hopkins & Geoffrey Hopkins v. City of College Station, Cause No. 23-002880-CV-85 in the 85th District Court, Brazos County Texas.
- e. Legal advice related to an interlocal agreement with the City of Bryan for sewer service.

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. City Manager
- b. 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.

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. Presentation - Proclamations, Awards, and Recognitions.

5.1. Presentation proclaiming the week of August 4-10, 2024, as Exercise with Your Child Week.

Sponsors: Tanya Smith

Attachments: 1. 24 Exercise with Your Child Week

6. 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.

7. 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.

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

- July 15, 2024 Special Meeting
- July 16, 2024 Special Meeting
- July 25, 2024 Council Meeting

Sponsors: Tanya Smith

Attachments:

- 1. SPM071524 DRAFT Minutes
- 2. SPM071624 DRAFT Minutes
- 3. CCM072524 DRAFT Minutes

7.2. Presentation, discussion, and possible action regarding a resolution adopting the Program Year 2024 Annual Action Plan and the FY2025 Community Development budget.

Sponsors: Raney Whitwell

- Attachments:
1. Attachment 1 - Resolution
 2. Attachment 2 - FY 2025 Proposed Community Development Budget
 3. Attachment 3 - FY 2025 Plan Development Process Summary
 4. Attachment 4 - FY 2025 Public Service Funding
 5. Attachment 5 - FY 2025 Income Limits
 6. Attachment 6 - 2020-2024 Community Development Goals
 7. Attachment 7 - Community Development Project Descriptions
 8. Attachment 8 - LMI Area map

- 7.3. Presentation, discussion, and possible action regarding an ordinance amending Chapter 38 "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1003 "Traffic Schedule III, stop signs," of the Code of Ordinances of the City of College Station, Texas, by adding stop signs in the north and south travel direction along Mortier Drive at the intersection with Edelweiss Avenue.

Sponsors: Emily Fisher

- Attachments:
1. Ordinance Stop Signs - Mortier Dr At Edelweiss Ave
 2. All-Way Stop Exhibit - Edelweiss and Mortier

- 7.4. Presentation, discussion, and possible action on a contract with Iteris, Inc. in a not to exceed amount of \$176,000 for replacement of the video wall in the Traffic Control Center.

Sponsors: Emily Fisher

- Attachments:
1. 24300487 Iteris Inc

- 7.5. Presentation, discussion, and possible action regarding a general services contract with Buyers Barricades Houston, LLC in a not to exceed amount of \$128,800 for the 2024 TAMU Football Post Game Day Traffic Control.

Sponsors: Emily Fisher

- Attachments:
1. 24300610 Buyers Barricades Houston, LLC

8. Workshop Agenda.

- 8.1. Presentation, discussion, and possible action on the 2024-2025 ad valorem tax rate; and calling a public hearing on a proposed ad valorem tax rate for FY 2024-2025.

Sponsors: Mary Ellen Leonard

Attachments: None

- 8.2. Presentation, discussion, and possible action regarding the draft Goals, Strategies, and Actions Report for the Housing Action Plan.

Sponsors: David Brower

- Attachments:
1. HAP-Goals-Actions-Strategies-Citizen-Participation (2)

- 8.3. Presentation, discussion, and possible action regarding the development of a traffic congestion and mobility analysis.

Sponsors: Jason Schubert

Attachments: None

- 8.4. Presentation, discussion, and possible action regarding a presentation and update on the Texas Independence Park Project.

Sponsors: Kelsey Heiden

Attachments: None

9. Regular Agenda.

- 9.1. 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 GS General Suburban and ROO Restricted Occupancy Overlay on approximately 117 acres of land, being 147 lots within Sweet Briar Addition, Woodland Acres, and College Hills Woodlands Subdivisions, generally located between Lincoln Drive and Dominik Drive along Ashburn Avenue.

Sponsors: Gabriel Schrum

- Attachments:
1. Ordinance
 2. Aerial and Small Area Map
 3. Background Information
 4. Rezoning Map
 5. Future Land Use Map
 6. Original Subdivision Plats
 7. Applicant's Supporting Information
 8. Petition Committee Members
 9. Neighborhood Meeting Materials
 10. Petition Signatures

- 9.2. Presentation, discussion, and possible action regarding an appointment to the Bicycle, Pedestrian and Greenway Advisory Board.

Sponsors: Tanya Smith

Attachments: None

10. Council Calendar - Council May Discuss Upcoming Events.

11. 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.

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

13. 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.

14. 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 August 2, 2024 at 5:00 p.m.



City Secretary

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

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

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

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

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

August 8, 2024
Item No. 5.1.
Exercise with Your Child Week

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation proclaiming the week of August 4-10, 2024, as Exercise with Your Child Week.

Relationship to Strategic Goals:

Recommendation(s): Receive the proclamation.

Summary: The first week of August commemorates National Exercise with Your Child Week. Founded in 2010 to promote family physical fitness, it encourages parents and caregivers to pursue active lifestyles with their children. There are immediate and long-term benefits of physical activity for children and adults.

Budget & Financial Summary: None.

Attachments:

1. 24 Exercise with Your Child Week



Proclamation

WHEREAS, regular physical activity is essential for maintaining good health and well-being for people of all ages; and

WHEREAS, engaging in physical activities as a family helps to strengthen family bonds, improve communication, and establish lifelong healthy habits; and

WHEREAS, Exercise with Your Child Week provides an excellent opportunity for parents, guardians, and children to participate in physical activities together, promoting the benefits of exercise and encouraging a healthier lifestyle; and

WHEREAS, The City of College Station recognizes the importance of physical activity in preventing chronic diseases such as obesity, diabetes, and heart disease, and supports initiatives that encourage active living; and

WHEREAS, working as part of multi-disciplinary clinical team designed to treat the whole patient, HealthPoint's staff are dedicated individuals with varied interest and strengths united in their passion for and commitment to both their patients and the improvement of the quality of healthcare; and

WHEREAS, through a comprehensive approach to medical and dental needs, HealthPoint seeks to provide evidence-based healthcare utilizing a patient-empowered team approach to achieve individual wellness for all community members; and

WHEREAS, during this week-long observation, we proudly join the National Association of Community Health Centers in declaring this week as "National Health Center Week," showing appreciation for the contributions HealthPoint makes to our city and the health of our community.

NOW, THEREFORE, I, John P. Nichols, Mayor of the City of College Station, Texas, do hereby proclaim the week of August 4-10, 2024 as

Exercise with Your Child Week

we encourage the City of College Station citizens, community organizations, schools, and local businesses to participate in and promote Exercise with Your Child Week.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of College Station, Texas this 8th day of August 2024.


John P. Nichols
Mayor

Attest:


Tanya Smith
City Secretary

August 8, 2024

Item No. 7.1.

July 15th & 16th Special Minutes and July 25th Council Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

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

- July 15, 2024 Special Meeting
- July 16, 2024 Special Meeting
- July 25, 2024 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. SPM071524 DRAFT Minutes
2. SPM071624 DRAFT Minutes
3. CCM072524 DRAFT Minutes

MINUTES OF THE CITY COUNCIL SPECIAL (BUDGET) MEETING
IN-PERSON
CITY OF COLLEGE STATION
JULY 15, 2024

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

John P. 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
Tanya Smith, City Secretary

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

With a quorum present, the Special (Budget) Meeting of the College Station City Council was called to order by Mayor John P. Nichols via In-Person at 11:00 a.m. on Monday, July 15, 2024, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. SPECIAL (BUDGET) ITEMS

2.1. Presentation, discussion, and possible action on the FY 2024-2025 Proposed Budget.

Mary Ellen Leonard, Finance Director, provided a brief overview of the outside agency funding requests and the amount of funding received by each agency depends on Council direction and the availability of funds. Agencies are funded by the General Fund, Community Development Fund, Hotel Tax Fund, and Solid Waste Fund. Contract Partners have been identified based on their economic impact and the community services provided to the City. The Contract Partner agencies are Brazos Valley Economic Development Corporation (BVEDC) and Arts Council of the Brazos Valley (ACBV). Department Budget Agencies are agencies whose work directly supports the goals of a City Department.

Outside Agencies vs. Sponsorship

OUTSIDE AGENCIES

- Provide services City doesn't offer
- Legally required to support
- Limited O&M support provided
- Quarterly financial reporting required
- City has "seat at the table" via Council or Staff

SPONSORSHIPS

- Community Events
- Funding supports a sense of place valued in College Station
- City Manager or Council driven
- No additional involvement from City other than the event

OUTSIDE AGENCY FUNDING

Requests from the General Fund amounted for the following:

Agencies with No Requested Increase:

- Amber Alert Network Brazos Valley (\$5,000)
- Arts Council Marketing / Public Art Support (\$35,000)
- Brazos County Health District (\$478,029)
- BV Economic Development Corporation (\$350,000)
- B/CS Chamber of Commerce (\$25,000)
- Noon Lions Club (\$17,500)

Agencies with Requested Increase:

- Aggieland Humane Society (\$276,000)
 - ✓ \$27,600 increase for Sheltering Fees, which includes the Standards of Care in Animal Shelters, Kennel Supplies and Salaries.
- Brazos County Appraisal District (\$859,858)
 - ✓ 6% increase for personnel services, in the efforts to continue to be competitive with salaries and benefits, they have included a 2.5% cost of living increase as well a 4.5% merit pool, as well as supplies and administrative expenses.

HOTEL TAX FUND AGENCY FUNDING

Agencies with No Requested Increase:

- Veterans Memorial (\$30,000)

Agencies with Requested Increase:

- Arts Council Affiliate Funding (\$617,048)
 - ✓ \$396,000 – Affiliate Pass-through Sub-granting: These funds will 100% pass through to affiliate arts and culture organizations who apply for grants through the Arts Council Bryan/College Station Annual Program & Marketing Grant.
 - ✓ \$16,500 – Art Council's affiliate marketing: New category of marketing to allow the Arts Council a place to advertise those affiliates who receive grant funds together to gain longer stays for visitors. This will let visitors know of the many art and cultural activities they see and partake in during their stay here. Please see pages 11-12 for the plans for these funds.
 - ✓ \$86,936 – Arts Council O&M: These funds will partially support marketing and grant management staff salaries, tourism marketing interns, and operating expenses for galleries and grant software.

- ✓ \$48,400 – Arts Tourism Marketing: These funds will be used for marketing and advertising the Brazos Valley and College Station as an arts destination to out of market travelers. Please see pages 11-12 for the plans for these funds.
- ✓ \$69,212 – Public Art: These funds will be used for repairs and maintenance needed to preserve current public art to continue growing mural projects by partnering with city individuals and businesses and starting a one-year studio Artist in Residence program.
- ✓ \$13,500 – Arts Council O&M: These funds will be used for partial support for audit expenses, copier lease and office supplies, and a programs intern.
- ✓ \$25,000 – Local Arts Marketing: These funds will be used for local marketing and advertising for the Arts Council’s events and programs. Please see page 12 for the plans for these funds.

SOLID WASTE FUND (No request for increase)

- Keep Brazos Beautiful / Solid Waste Fund (\$48,230)

COMMUNITY DEVELOPMENT FUND

- Unlimited (\$97,500)
 - ✓ New Request of funding to cover all direct program expenses mentioned above, ensuring the effective delivery of essential services to youth aging out of foster care.
- Salvation Army (500,000)
 - ✓ New Request for Funding that can be made over a 5-year pledge and be used for the construction of the new Center of Hope.
- Brazos Transit District (\$334,000)
 - ✓ New Request from BTM to the City of College Station, the City of Bryan, and Brazos County for help in offering financial support of our community’s public transportation system to avoid a reduction in service.

At 12:18 p.m., the Mayor recessed the Special (Budget) Workshop.

The Special (Budget) Workshop reconvened at 12:51 p.m.

Jeff Kersten, Assistant City Manager, presented the proposed FY 2024-2025 budget and noted that budget workshop meetings are scheduled for July 15th, 16th, and 17th to review the proposed budget of \$540,511,673. In this amount, \$366,160,031 is included for the operations and maintenance budget, and \$174,351,642 is included for the capital budget. Compared to FY24, the operating and maintenance budget increased approximately 2.5% while the capital budget increased 29%. A public hearing is to be scheduled for July 25th, and adoption of the budget scheduled for August 22nd.

FY25 Proposed Net Budget Summary	
Fund Type	Proposed Net Budget
Governmental Funds	\$ 151,754,058
Enterprise Funds	186,207,217
Special Revenue Funds	28,198,756
Subtotal O&M	\$ 366,160,031
Capital Expenses	174,351,642
Subtotal Capital	\$ 174,351,642
Total Net Budget	\$ 540,511,673

Mr. Kersten explained that College Station is expected to have a growing population, a low unemployment rate, and increased economic development, making it an attractive place to live and work. Also, Inflation is a key factor in determining the FY25 Budget and failure to attract and retain top talent is predicted to be the number two risk in North America three years from now, aging workforce.

Local Economy

Growth in Population

- The city has grown 80% between the 2000 and 2020 Censuses.
 - ✓ A&M Enrollment on the College Station campus for Fall 2023 was ~77,000 with a potential enrollment of 80,000 soon.

Community Living Demands

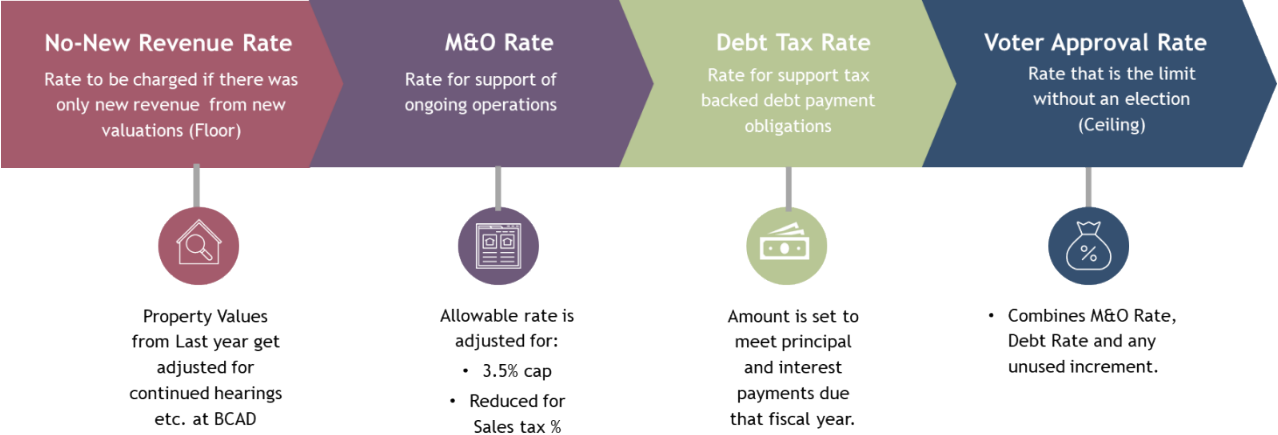
- Ensuring an adequate water supply, reliable utilities and mobility infrastructure while supporting community activities and minimizing taxes are all pressing needs.

Mr. Kersten stated that the General Fund Revenue is the primary governmental fund of the City of College Station that includes Utility Transfer 13%, Sales Tax 34%, Ad Valorem Taxes 35%, and all other Revenue is 18%.

Preliminary Taxable Values

- Net Taxable Value up 7.14%
 - ✓ BCAD reserve estimate 3.0%
- Year over Year category increases
 - ✓ Single Family – 8.92%
 - ✓ Multi Family – 6.72%
 - ✓ Commercial – 0.03%
- Average Taxable Residence value went from \$360,783 to \$397,125 or an increase of 11.46%
- However, the taxable increase on a homesteaded residence is limited by law to 10%
 - ✓ New Value contributed 2.04%

Tax Rate Calculations



Recommended Tax Rate: No-New Revenue and Voter Approval Rates are *Estimated*.

	Current Rate	Change	Estimated FY25
Debt Service Fund	21.1442	(0.0000)	21.1442
General Fund	30.1644	(0.0000)	30.1644
Total	51.3086	(0.0000)	51.3086
Estimated No New Revenue Rate	45.5159		50.0202
Estimated Voter Approval Rate (after total increment)	51.3086		52.4914

Mr. Kersten also presented the year over year sales tax changes, which are the average sales tax growth in the region, the fiscal and budgetary policy statement revisions, and fee ordinance, which are rates ties to the CPI-U – index 3.5%. Mr. Kersten also provided an overview on the future Tax Rate considerations for upcoming years:

- The FY26 future-year forecast reflects 5 additional police officers.
- Twelve firefighters will be added to the budget via a Budget Amendment during FY25 with costs showing up in FY26.
- General Fund assigned balance has \$3.5 million to use to fund staffing for Fire Station #7
- Cost for an additional 12 firefighters to appear FY27.
- Public Safety employees cost approximately \$130,000 a piece a year.
- One cent on the tax rate provides \$1.1 million
- To fully staff Fire Station #7 and the planned additional police resources, additional revenue above the projections at the current tax rate will be required.

	YEE FY24	FY25 Forecast	FY26 Forecast	FY27 Forecast	FY28 Forecast	FY29 Forecast	FY30 Forecast
In Balance (Out of Balance)	3,708	440	(2,930)	(4,670)	(3,980)	(3,640)	(2,620)

Jeff Kersten, Assistant City Manager, explained the water rate decision points, which is 90% of College Station water users use under 8,000 gallons and are charged the minimum of \$2.75. For FY25, the budget is proposing a 10.0% increase in water rates to address the capital needs to secure future water supplies. The anticipate additional rate increases will be needed for the water utility to fund the new wells, water collection lines and well rehabilitation projects needed to secure our current and future water supply.

Impact of FY25 Rate Increases on Monthly Utility Bill

	Residential	Residential (w/Rate Increase)	Difference
Electric (Usage + Service Charge)	101.71	101.71	0.00
Electric (TDA)	13.32	13.38	0.07
Water	26.15	28.77	2.62
Drainage	7.11	7.36	0.25
Sanitation	19.59	20.27	0.69
Roadway	9.68	10.02	0.34
Sewer	27.08	27.08	0.00
AVERAGE BILL	204.64	208.59	3.95

Mr. Kersten explained that there are no planned Electric rate increases for the foreseeable future at this time. Wastewater may need a 3-5% rate increase in FY29, but there are a lot of variables prior to the decision point and sanitation rates will be brought to Council later when the cost-of-service study is completed. As for other fees on the utility bill are tied to the CPI-U index and increase annually.

ARPA Fund Sources / Uses

Utilized/Liquidated	
Revenue Replacement (PD Salaries FY22)	\$16,140,725
One-Time Premium Pay FY22	603,213
Rehire of Government Staff Pre-Pandemic	3,784,255 *
SUBTOTAL	\$20,528,193
*Projected through Sept. 2024	
Obligated and Currently Liquidating	
Bee Creek Trunkline Phase 3	\$6,950,133
McCullough Utility Rehab	2,000,000
SUBTOTAL	\$8,950,133
*The expected completion of these projects is Dec. 2025	
TOTAL	\$29,478,326

GENERAL FUND – STAFFING DISCUSSION

Bryan Woods, City Manager, gave a summary on City of College Station Budgeted vs. Actual Workforce.

- Living close to large metropolitan areas such as Houston and Austin have become a double-edged sword.
- With minimal commute, staff initially hired by our city are being recruited by other cities with the possibility of earning higher wages.
- Average vacancy across the city is ~9.0% for FY24
- Vacancy rate has hovered around 10% since FY22.
- Capital Projects, Economic Development, Human Resources, IT, Planning, Utility Customer Service and Water Operations all have vacancy rates exceeding 10%.

Mr. Woods explained that 72% of General Fund expenses are related to salaries and benefits. As the population grows the number of full-time people to provide the same service grows, salary and benefit cost to add an employee is ~100,000, and salary, benefit and basic equipment cost to add a public safety employee is ~130,000. There is also FTE additions for overtime that consist of operations staff and support staff. In FY20-24 the city added 64 operations staff and 5 support staff and for FY25 there are proposes for 18 more operations staff and 5 more support staff, including 12 firefighters to be added via a budget amendment during FY25. Mr. Woods briefly provided an overview on the Pay Strategy to Compete in the Local Marketplace, Pay Strategy to Compete in the Local Marketplace, and the Employee related Insurance Funds.

Pay Strategy to Compete in the Local Marketplace

- At their May 2024 meeting, The Texas A&M University System Board of Regents announced a performance-based merit pool of 4.0%.
- The City's proposed FY25 pay scales increases of 3.0% for all employees and a 1.0% market adjustment or 1.5% - 2.0% step increase as earned.

- Merit pay for the top 25% of non-step employees
- The City is also considering experimenting with non-monetary compensation such as variable work schedules, wellness benefits and reimbursements, and more.

Benefits Strategy to Compete in the Local Marketplace

- In FY19, the city chose not to increase the cost of healthcare insurance to employees
- Since FY19, the cost of healthcare has gone up 10.05% on average.
- This is the 5th year without an increase in healthcare cost to employees
- The result of NOT increasing the cost of insurance to the employee is an additional benefit of about 1.3% to employees annually.
- Adopting the new repeating COLA option. provides an additional benefit to employees who end up qualifying for City retirement.

Employee Related Insurance Funds

- Net claims (claims paid minus medical and pharmacy credits received) are projected to increase 8% above the FY24 year-end estimate.
- The Employee Health Clinic provides acute and preventive primary care, occupational medicine, workers' compensation care, and wellness services.
- The City's Employee Clinic moved to Baylor Scott & White effective July 1, 2024.

At 2:54 p.m., the Mayor recessed the Special (Budget) Workshop.

The Special (Budget) Workshop reconvened at 3:07 p.m.

General Fund Operating Department

Key General Fund Service Level Requests

- | | |
|---|--------------------------------|
| • Police | • Solid Waste |
| • Fire | • Drainage w/ Capital Projects |
| • Public Works w/ Street Capital Projects | • Planning |
| • Fleet | • Parks w/Capital Projects |

The City Manager's provided a brief overview of general fund operating departments request for funding.

Police – Total Request of (906K) for K9 Sergeant, Support Services Police Assistant, Inventory Control Software, Dispatch AQUA Licenses, PLS Dispatch PRO, and 2 Police Officers & 1 Vehicle.

Fire – Total Request of (154K) for HAAS Alert - Increase Responder Safety and Electric Vehicle Fire Blankets. Twelve firefighters will be added to the budget via a Budget Amendment during FY25 with costs showing up in FY26 (\$1.5M).

Public Works – Total Request of (\$795K) for Traffic Signs & Markings Technician, Thermoplastic Pavement Markings (maintenance increase), Streets - 16 Yard Dump Truck, Streets - Small Pad Foot Roller and Traffic Calming.

Key Street Capital Projects

	FY25
VARIOUS STREETS REHAB PROJECTS	3,650,000
ROCK PRAIRIE RD REHAB - WD FITCH TO CITY LIMITS	2,450,000
STREETS REVOLVER	5,000,000
CAPSTONE REALIGNMENT	5,000,000
GREENS PRAIRIE RD - COUNTY PORTION	4,900,000
ROCK PRAIRIE RD EAST - TOWN LAKE TO W.D. FITCH	3,000,000
CITYWIDE SIDEWALK/PATH IMPROVEMENTS	5,000,000
SIGNAL AND OTHER STREET PROJECTS	439,500
DEBT ISSUANCE COST / OTHER	638,794
TOTAL EXPENDITURES	\$ 30,078,294

Fleet - Total Request of (\$225K) for Afterhours preventative maintenance program (2 Technicians) and PTNB Warehouse Asst. to FT.

Solid Waste – Total Request of (1.2M) for Residential Automated Vehicle + FTE and Bulk & Brush Grapple Vehicle - Spare

Drainage – Total Request for (1.1M) for Drainage Infrastructure Condition Assessment Crew Leader + Equipment Operator, Boom Mower, Drainage maintenance increase, Flood Study and LOMR, and Flood Hazard Assessment.

CAPITAL PROJECTS IN DRAINAGE	FY25
MINOR DRAINAGE IMPROVEMENTS	200,000
CULVERT @ MILLIFF/REDMOND	1,400,000
IMPR @ UNIVERSITY OAKS & STALLINGS	-
SOUTHWOOD DRAINAGE IMPROVEMENTS	750,000
CAPITAL PROJECTS SUBTOTAL	\$ 2,350,000

Planning – Total Request of (\$232K) for 2010 BPG Master Plan Update, Preliminary Engineering Report, Survey Control Monument Update and Residential Tree Planting Program.

Parks – Total Request of (\$424K) for Wolf Pen Master Plan / Feasibility Study, Turf Fertilizer Sprayer/Spreader, Turf Aerator Replacements (x2), Park Ranger O & M Funds, Compact Utility Loader, Volunteer and Community Engagement Coordinator, and Concrete Planer.

CAPITAL PROJECTS IN PARKS	FY25
TEXAS INDEPENDENCE PARK DEVELOPMENT	5,000,000
CITY BASEBALL FIELDS	5,200,000
MABLE CLARE THOMAS PARK INFRASTRUCTURE IMP.	650,000
PARKS CITYWIDE REVOLVING PROJECT	2,500,000
CENTRAL PARK OPERATIONS SHOP & FIELD REPAIRS	450,000
DEBT ISSUANCE COST / OTHER	230,297
TOTAL EXPENDITURES	\$ 14,030,297

General Fund Ancillary Departments

Key General Fund Service Level Requests

- Information Technology
- CIP / Facilities Operations w/ Capital Projects

IT - Total Request of (\$39K) for Fiber reel trailer replacement and Outside training, travel, and uniform increase.

CIP / Facilities Operations – Total Request of (\$180K) for Facilities Asset Manager.

FACILITIES AND TECHNOLOGY CAPITAL PROJECTS		FY25
EXISTING FACILITIES RENOVATIONS		5,000,000
CITY GATEWAY SIGN #3		150,000
PUBLIC WORKS FACILITIES DESIGN		5,000,000
NEW CITYWIDE FIBER		1,100,000
CITYWIDE RADIO REPLACEMENTS		5,500,000
DEBT ISSUANCE COSTS / OTHER		203,895
TOTAL EXPENDITURES		\$ 16,953,895

FACILITIES AND TECH DEBT ISSUANCE	FY25	FY26
GENERAL OBLIGATION BONDS	\$ 7,500,000	\$ 6,000,000
CERTIFICATES OF OBLIGATION	\$ 7,600,000	\$ 1,000,000

3. Adjournment.

There being no further business, Mayor John P. Nichols adjourned the Special (Budget) Meeting of the City Council at 6:04 p.m. on Monday, July 15, 2024.

John P. Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

MINUTES OF THE CITY COUNCIL SPECIAL (BUDGET) MEETING
IN-PERSON
CITY OF COLLEGE STATION
JULY 16, 2024

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

John P. 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
Tanya Smith, City Secretary

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

With a quorum present, the Special (Budget) Meeting of the College Station City Council was called to order by Mayor John P. Nichols via In-Person at 11:00 a.m. on Tuesday, July 18, 2023, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. SPECIAL (BUDGET) ITEMS

2.1. Presentation, discussion, and possible action on the FY 2024-2025 Proposed Budget.

Jeff Kersten, Assistant City Manager, resumed the departmental budget request from the July 15th Budget Workshop.

Key General Fund Service Level Requests

- Finance and Court
- City Manager – (15K) History Book
- City Attorney – (\$11K) Paid Sumer Law Clerk
- City Secretary / City Council – (\$25K) Community / Sponsorships
- Public Communication – (\$89K) New City Website and Citizen Survey
- Human Resource

- Economic Development and Tourism
- Community Services / Northgate
- Electric
- Water and Waste Water

Finance – Total Request of (\$239K) for Conversion of PTNB AP Clerk to FT, Payroll Specialist, and a Buyer.,

Municipal Court – Total Request of (\$184K) for Deputy Court Clerks and Marshal Replacement Vehicle.

Human Recourses – Total Request of (\$260K) for CDL Program Vehicle & Range and (\$50K) Wellness Activity Room.

Economic Development – Total Request of (\$210K) for Event Space Supplies, Hometown Tailgates, Lobby Merchandise and Master Plan Update.

Tourism – Total Request of (\$1.1M) for Events Servicing Coordinator, HOT Grants, Tourism Marketing and Advertising, Visitor Guides and Digital Marketing Content and Games of Texas Summer 2025. (*Hotel Tax Fund*)

Community Services / Northgate – Total Request of (\$365K) for University Drive Pedestrian Safety Study, Implementation of Bike Lanes on Nagle, Additional Cameras (University, Surface lot) and Tree Well & Grate Repair in Northgate.

Electric – Total Request of (\$263K) for Engineering Superintendent & Vehicle.

ELECTRIC CAPITAL PROJECTS	FY25
GENERAL PLANT	5,150,000
OVERHEAD SYSTEM IMPROV.	3,750,000
UNDERGROUND SYSTEM IMPROV.	5,875,000
NEW SERVICES & SYSTEM EXT.	3,950,000
THOR. STREET LIGHTING	520,000
DISTRIBUTION	3,435,000
TRANSMISSION	9,050,000
DEBT ISSUANCE COST/OTHER	265,349
TOTAL EXPENDITURES	\$ 31,995,349

	FY25
CERTIFICATES OF OBLIGATION	\$ 15,000,000

Water – Total Request of (\$750K) for Water Master Plan Update, Additional Regulatory Compliance Manager, Water Meter Testing Bench and Water Meter Testing Bench.

WATER CAPITAL PROJECTS	FY25
THREE NEW WATER WELLS	40,775,000
NEW WELLS COLLECTION LINE	11,275,000
COLLEGE HEIGHTS REHABILITATION	5,002,500
WELLS 1, 2, AND 3 REHAB	3,000,000
WELL 6 REHAB	1,500,000
JONES BUTLER WATER LINE REHAB	1,400,000
GREENS PRAIRIE ROAD - COUNTY PORTION	700,000
OTHER REHAB AND WATER PROJECTS	2,002,000
DEBT ISSUANCE COST/OTHER	446,507
TOTAL EXPENDITURES	\$ 66,101,007

- Permitting deadlines require these wells to be completed by September 14, 2028.
- Each well and associated collection line is approximately \$23 million.
- FY25 budget proposes a 10% rate increase with future rate increases likely.
- Well-field-related projects account for 84% of the total.

WATER DEBT ISSUANCE	FY25	FY26
CERTIFICATES OF OBLIGATION	\$ 15,250,000	\$ 45,600,000

Waste Water – Total Request of (\$599K) for Wastewater Master Plan Update and Plant Maintenance Operators. No rate increase is currently in the forecast for FY25 thru FY29.

WASTEWATER CAPITAL PROJECTS	FY25
NORTHEAST SEWER TRUNKLINE	3,705,000
MEDICAL DISTRICT INTERCEPTOR	1,172,505
SOUTHWOOD VALLEY TRUNKLINE PH II	2,000,000
ALUM CREEK SEWER TRUNKLINE	2,145,000
GREENS PRAIRIE ROAD - COUNTY PORTION	400,000
OTHER REHAB AND WASTEWATER PROJECTS	2,785,406
DEBT ISSUANCE COST / OTHER	534,889
TOTAL EXPENDITURES	\$ 12,742,800

WASTEWATER DEBT ISSUANCE	FY25	FY26
CERTIFICATES OF OBLIGATION	\$ 13,200,000	\$ 9,500,000

At 12:49 p.m., the Mayor recessed the Special (Budget) Workshop.

The Special (Budget) Workshop reconvened at 1:26 p.m.

Bryan Woods, City Manager, presented an overview of the General Fund Five Year Forecast, as you see in the graph below that one cent on the tax rate provides \$1.1 million. Also, to fully staff Fire Station #7 and the planned additional police resources, additional revenue above the projections at the current tax rate will be required.

General Fund Five Year Forecast

	YEE FY24	FY25 Forecast	FY26 Forecast	FY27 Forecast	FY28 Forecast	FY29 Forecast	FY30 Forecast
Beginning Fund Balance	\$80,460	\$85,880	\$82,790	\$78,030	\$75,410	\$73,020	\$70,970
TOTAL REVENUES	\$122,540	\$118,720	\$119,740	\$123,120	\$126,680	\$130,040	\$133,850
		-3.22%	0.85%	2.75%	2.81%	2.58%	2.85%
EXPENSES:							
TOTAL RECURING EXP:	\$118,832	\$118,280	\$122,670	\$127,790	\$130,660	\$133,680	\$136,470
		-0.47%	3.58%	4.01%	2.20%	2.26%	2.04%
In Balance (Out of Balance)	3,708	440	(2,930)	(4,670)	(3,980)	(3,640)	(2,620)

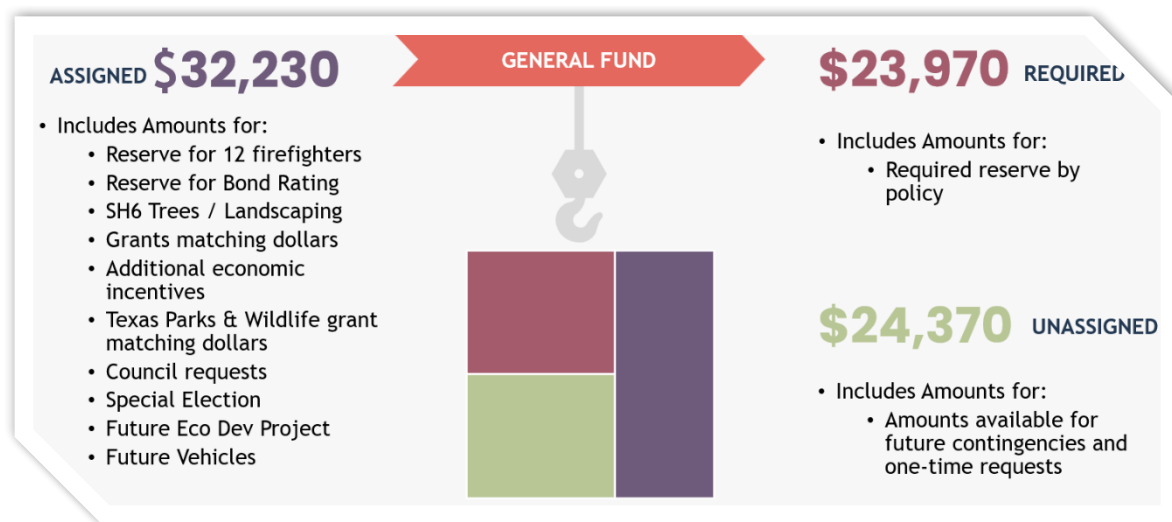
Bryan Woods, City Manager, gave a brief overview of the Council Initiatives that staff has been directed to consider options for:

- A conference center support the local community with a capacity of around 300.
- A convention center intended to attract out-of-town visitors while hosting concerts and other events with a capacity of 1,200 people.
- A recreation center. A feasibility study is underway currently for this request.
- Improvements to the Wolf Pen Creek amphitheater

There was \$17.2 million set aside in the assigned General Fund, fund balance to be allocated towards these requests. The initial estimates are that additional debt funding would be necessary for any of these initiatives to be realized. The amount of tax rate increase needed would depend on the ultimate cost of the project, but roughly an increase of 1 cent would be needed for an additional \$17 million of capital costs.

Mr. Woods explained the General Fund Balance Breakdown of FY25 – divided into 3 sections, which are Assigned (\$32K), Required (\$24K) and Unassigned (\$24K).

General Fund Balance FY25 Breakdown



BOND DETAIL (GENERAL GOVERNMENT)

Mary Ellen Leonard, Finance Director, stated that the FY24 GO Bond Detail for the Park Project Budget totals \$13 million. Other FY24 Bond Projects such as Fiber, Facility Upgrades/New Projects, Streets and Parks and Recreational Facilities totals \$27M.

Project	Amount	Detailed Projects
Park Project	\$5,250,000	Bachmann Little League and Senior League / Soccer Buildings
Park Project	\$1,450,000	Pickleball / Futsal Courts
Park Project	\$1,500,000	Bee Creek and Central Tennis Courts
Park Project	\$5,000,000	Central Park Operations Shop
Subtotal Governmental GOs	\$13,200,000	

Project	Amount	Detailed Projects
City-Wide Fiber	\$1,100,000	Fiber Optic Infrastructure and Extension for Signals
Existing Facility Upgrades/New Facility Projects	\$12,500,000	Design Public Works Operations Center Implementation of Facilities Master Plan approved in FY23 Budget Facilities Maintenance Revolver (e.g. HVAC replacements, Fire Station Doors)
Streets/Sidewalks/Paths	\$5,500,000	Streets Revolver and Sidewalks near schools, A&M, Wellborn, etc.
Parks & Recreational Facilities	\$7,700,000	Ballfield development and equipment replacement at Bee Creek, Brothers, Central, Southern Oaks, Merry Oaks, University Park etc.
Subtotal Governmental COs	\$26,800,000	

FY24 UTILITY CO DETAIL

Project	Amount	Detailed Projects
Water Projects	\$2,000,000	Lincoln Avenue and other various rehab
Wastewater Projects	\$4,500,000	Carter Creek Diversion Lifts Station, Force Main and Outfall Rehab
Electric Projects	\$10,000,000	General Plant, Overhead, Underground and Transmission projects
Subtotal Utilities	\$16,500,000	

Bryan Woods, City Manager and Jeff Kersten, Assistant City Manager, provided a brief overview of the future debt issuance forecast and the estimated debt capacity.

Future Debt Issuances Forecast

	2025	2026	2027	2028	2029
Facilities & Tech	\$15,100,000	\$7,000,000	\$17,500,000	\$17,500,000	\$0
Streets	20,200,000	23,900,000	6,700,000	0	1,700,000
Parks	6,350,000	1,500,000	0	0	0
Governmental	\$41,650,000	\$32,400,000	\$24,200,000	\$17,500,000	\$1,700,000
Electric	\$15,000,000	\$6,000,000	\$12,000,000	\$12,000,000	\$9,000,000
Water	15,250,000	45,600,000	34,500,000	10,500,000	10,000,000
Wastewater	13,200,000	9,500,000	9,000,000	21,500,000	9,500,000
Utility	\$43,450,000	\$61,100,000	\$55,500,000	\$44,000,000	\$28,500,000
Total Future Debt Issuances	\$85,100,000	\$93,500,000	\$79,700,000	\$61,500,000	\$30,200,000

- One cent on the debt side of the tax rate provides \$17 million for a 20-year capital project.
- Current governmental debt forecast fits within the existing debt side of the tax rate.
- Utility debt is paid for via the rates charged for services.
- Each water well and the associated collection line is approximately \$23 million.
- FY25 budget reflects a 10% rate increase in the water fund and possibly additional rate increases in future years.

Estimated Debt Capacity

- Estimated capacity is based on the current debt tax rate of \$21.1442 cents per \$100 assessed valuation.
- Future year currently forecast reflects our % of Assessed Valuation exceeding 2.00%, which could impact our debt rating.

	Committed by Year	Estimated Capacity	Debt Rolling Off	Total Debt	% of Assessed Valuation
FY24	40,000,000	-	(20,196,680)	239,766,140	1.71%
FY25	41,650,000	8,000,000	(18,300,770)	271,115,370	1.82%
FY26	32,400,000	8,000,000	(21,235,490)	290,279,880	2.05%
FY27	24,200,000	8,000,000	(21,695,340)	300,784,540	1.89%
FY28	17,500,000	15,000,000	(22,640,580)	310,643,960	1.88%
FY29	-	15,000,000	(22,933,080)	302,710,880	1.76%
FY30	-	25,000,000	(23,813,530)	303,897,350	1.73%
TOTAL	155,750,000	79,000,000	(150,815,470)		

FY25 Estimated Debt (July 2026)

Project	Amount	Detailed Projects
Streets General Obligation Bond Projects	\$7,000,000	Rock Prairie Rd East - SH6 to Town Lake / Town Lake to W.D. Fitch
Park General Obligation Bond Projects	\$6,350,000	Mable Clare Thomas Park Redevelopment, Central Park Operations Shop
Facilities & Technology General Obligation Bond Projects	\$7,500,000	Fire Station #7
Streets Certificates of Obligation	\$13,200,000	Krenek Tap Rehab, Victoria Roundabout, W.D. Fitch Tonkaway Lake to Rock Prairie Road
Facilities & Technology Certificates of Obligation Projects	\$7,600,000	Citywide radio replacements and fiber
Water Projects	\$15,250,000	Three new water wells and various rehab projects
Wastewater Projects	\$13,200,000	Carter Creek Diversion Lifts Station, Force Main and Outfall Rehab and Alum Creek Sewer Trunkline
Electric Projects	\$15,000,000	General Plant, Overhead, Underground and Transmission projects
Total Estimated Issuance July 2026	\$85,100,000	

COUNCIL'S DISCUSSION AND REQUEST ON BUDGET

Councilmember Smith requested staff to looking at funding a one-time SLA for the Urban Heat Tree Planting in the amount of \$375,230. (page 297) Majority of the Council is requesting the fund balance be lowered \$375,230 to fund the one-time SLA for the Urban Heat Tree Planting.

Councilmember Cunha requested we fund the outside agency Brazos Transit District request for funding of \$334,000 the financial support of our community's public transportation system to avoid a reduction in service. Majority of the Council is requesting one-time cost \$334,000 to fund the request from the Brazos Transit District but for the City Manager to come back to Council on making cost recurring in the future.

Councilmember Yancy requested to raise the salary increase/COLA from 3% to 3.5% and have the City Manager locate the funds as they feel it is appropriate or give all the outside agencies a funding cut of half a million dollars. Majority of Council did not support the request.

Councilmember Yancy requested for the Police Departments 5 police officers this year and 3 next year reversing the plan in the proposed budget. Majority of Council did not support the request.

Councilmember Yancy requested a policy change to increase \$100 in Paramedic pay for dual certification. Majority of Council did not support the request.

Councilmember Cunha requested to bring the increase Parks Fee Resolution back to a regular agenda. Majority of the Council concurred to bring back on July 25th regular agenda.

Councilmember Cunha brought the Water Rate Decision Points to discuss on how is paying for this rate increase.

Council discussed the possibly on added a section between 2,001 and 10,001 with 6,001 or something in that rate. Majority of Council directed staff to bring back some options on the rate increases between the 2,001 and 10,001 monthly minimum tier.

Residential		College Station (FY24)	BC MUD #1	City of Bryan	Wellborn SUD	Wickon SUD
Monthly Minimum		\$12.40	\$18.65	\$9.70	\$37.50	\$31.85
Tier						
1	2,000	\$2.75	\$4.15	\$2.76	\$4.40	\$3.80
2,001	10,000	\$2.75	\$4.15	\$2.76	\$4.80	\$4.10
10,001	15,000	\$3.60	\$5.40	\$2.76	\$5.30	\$4.10
16,000	20,000	\$4.40	\$6.60	\$2.76	\$5.30	\$4.75
20,001	25,000	\$5.20	\$7.85	\$2.76	\$6.10	\$4.75
25,001	30,000	\$6.05	\$9.10	\$2.76	\$6.10	\$4.75
30,001	40,000	\$6.05	\$9.10	\$3.00	\$7.00	\$7.25
40,001	50,000	\$6.05	\$9.10	\$3.00	\$8.10	\$7.25
50,001	90,000	\$6.05	\$9.10	\$3.50	\$9.30	\$11.00
90,001	and up	\$6.05	\$9.10	\$3.50	\$14.00	\$11.00

Majority of Council discussed to take no action on Unlimited Potential funding request for \$97,500 no attendance to budget meeting.

Mayor Nichols brought forward the Salvation Army funding request for \$500,000. Majority of the Council is requesting staff to bring back after talking with other entity around us on their views on this funding.

Staff recommends applying all to one-time for FY25 and over the year see what this work like for the future and what the commitments will look like on the request Council brought forward. Majority of the Council concur with staff's recommendations.

3. Adjournment.

There being no further business, Mayor John P. Nichols adjourned the Special (Budget) Meeting of the City Council at 4:55 p.m. on Tuesday, July 16, 2024.

John P. Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
JULY 25, 2024

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

John Nichols, Mayor

Council:

Mark Smith - absent
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

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 July 25, 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, §551.074-Personnel and §551.087-Economic Incentive Negotiations, and the College Station City Council convened into Executive Session at 4:01 p.m. on July 25, 2024, to continue discussing matters pertaining to:

2.1. Consultation with Attorney to seek advice regarding pending or contemplated litigation, to wit:

- 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 & Geoffrey 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 advice related to a development agreement regarding land generally located at the 2200 block of Arrington Road.

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

- 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 6:01 p.m. No action was taken.

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

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Wright, the City Council voted six (6) for and none (0) opposed, to approve an absence request from Councilmember Mark Smith for the July 25, 2024 Council Meeting. The motion carried unanimously.

5. Hear Visitors Comments.

Joe Hegwood, East Brazos County, came before council as the president of the Brazos Valley Pickleball Association to state that the community is underserved and request that more pickleball courts be added to the city.

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.

Item 6.7, and 6.10 was pulled from Consent for clarification.

(6.7) Richard Mann, Fire Chief, explained that the plan describes our emergency response organization and assigns responsibility for various emergency tasks. This plan is intended to provide a framework for more specific functional annexes that describe in more detail who does what, when, and how. It also implores the public to prepare for emergencies as local government agencies cannot meet all needs.

(6.10) Kelsey Heiden, Director of Parks and Recreation, explained that the park is designed to meet the needs of local youth with disabilities, able-bodied groups and community guests. All equipment comes with a warranty and afterwards the maintenance is covered by the city.

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

- **July 8, 2024 Special Meeting**
- **July 11, 2024 Council Meeting**

6.2. Presentation, discussion, and possible action on Ordinance No. 2024-4530 ordering a General Election to be held on November 5, 2024 for the purpose of electing a City Council Member, Place 3, a City Council Member, Place 4, a City Council Member, Place 5, and a City Council Member, Place 6; by the qualified voters of the City of College Station, establishing early voting locations, polling places for this election and making provisions for conducting the election. (Presentación, posible acción y discusión acerca de una Ordenanza 2024-4530 que ordene Elecciones Generales a celebrarse el 5 de noviembre de 2024 con el propósito de elegir un Miembro del Consejo de la Ciudad, Puesto Número 3, un Miembro del Consejo de la Ciudad, Puesto Número 4, un Miembro del Consejo de la Ciudad, Puesto Número 5, un Miembro del Consejo de la Ciudad, Puesto Número 6, y para presentarles a los votantes las enmiendas propuestas a los Estatutos de la Ciudad; estableciendo los sitios de votaciones anticipadas y los centros de votaciones para estas elecciones; y elaborando las provisiones para llevar a cabo las elecciones.)

6.3. Presentation, discussion, and possible action on an interlocal government agreement with Brazos County for the conduct and management of the City of College Station General and Special Election that will be held on Tuesday, November 5, 2024. (Presentación, discusión, y posible acción un acuerdo interlocal de gobierno con el Condado de Brazos para llevar a cabo y administrar las Elecciones Generales y Especiales de la Ciudad de College Station que se celebrarán el martes 5 de noviembre de 2024.)

6.4. Presentation, discussion, and possible action on Ordinance No. 2024-4531 the second reading of a franchise agreement ordinance with Organix Recycling, LLC for the collection of recyclables from commercial businesses and multi-family locations.

6.5. Presentation, discussion, and possible action on the bid award of annual transformer repair and rebuild services and capacitor disposal to Greenville Transformer Company, Inc. for \$225,000.

6.6. Presentation, discussion, and possible action on Resolution No. 07-25-24-6.6 authorizing the Chief of Police as the authorized official to execute documents necessary for the release of grant funds from the Homeland Security Division for Bomb Squad X-ray equipment.

6.7. Presentation, discussion, and possible action regarding the Brazos County Interjurisdictional Emergency Management Basic Plan.

6.8. Presentation, discussion, and possible action on the purchase of replacement network switches from The Personal Computer Store, Inc. (Avinext) in the amount of \$142,792 for Water and Wastewater (W/WW) infrastructure.

6.9. Presentation, discussion, and possible action regarding an amendment to and renewal of a sponsorship agreement with Land of Lights, Inc., DBA Santa's Wonderland, in the amount of \$75,000.

6.10. Presentation, discussion, and possible action regarding a construction contract with The PlayWell Group, Inc. and PlayWorks, Inc. for the purchase and installation of playground equipment for the Fun for All Playground enhancement project in the amount of \$252,970.54.

6.11. Presentation, discussion, and possible action regarding approval of Resolution No. 07-25-24-6.11 accepting \$500,000 in Community Development Block Grant Mitigation funding from

the Texas General Land Office and distributed through the Brazos Valley Council of Governments and committing General Funds in the amount of \$8,175 and Community Development Block Grant Entitlement in the amount of \$54,365 funds.

6.12. Presentation, discussion, and possible action regarding Resolution No. 07-25-24-6.12 authorizing the submission of a Local Parks Grant application to the Texas Parks and Wildlife Department for up to \$750,000 in grant funds to be matched by the City, designating the City Manager as an authorized official for the submission of the application, and dedicating Texas Independence Park for permanent public park and recreational purposes.

MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember Yancy, the City Council voted six (6) for and none (0) opposed, to approve the Consent agenda. The motion carried unanimously.

7. WORKSHOP ITEMS

7.1. Presentation, discussion, and possible action regarding the Fiscal Year 2025 BVSWM, Inc. budget.

Pete Caler, Assistant Director of Public Works, stated that this is the annual presentation of the Brazos Valley Solid Waste Management Agency budget and introduced Bryan Griesbach, director of the agency.

Bryan Griesbach, BVSWM Executive Director, stated that the BVSWM, Inc. proposed budget was considered and approved by BVSWM, Inc. Board of Directors on June 18, 2024. According to the BVSWM, Inc., By-Laws, and Operating Agreement, the BVSWM budget will be presented to the College Station and Bryan City Councils for consideration after being approved by the BVSWM Board. The City of Bryan considered and approved this item on July 9, 2024. The FY2024 BVSWM, Inc. Budget Total Revenue is \$ 13,342,800. The Total Expenses are \$ 9,360,259 and Capital Expenses are \$5,462,000. The budget also reduces the gate rate for both cities from \$9.00 to \$0.00 per ton.

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Wright, the City Council voted six (6) for and none (0) opposed, to approve the Fiscal Year 2025 BVSWM, Inc. budget. The motion carried unanimously.

7.2. Presentation, discussion, and possible action on Parks and Recreation Cost Recovery Policy and User Fees.

Kelsey Heiden, Parks and Recreation Director, provide City Council with an update on the Parks and Recreation Cost Recovery Continuum, including the updated cost model, bench-mark data and information on current residential price differentiation. A list of Parks and Recreation User Fees, which is not an approved document, but a tool intended for discussion. The document shows existing fees and an increase model to show what a non-resident rate would be at 30%, 50%, and 100%.

A majority of Council directed staff to bring back a differential pricing plan with a program increase of 25% for non-residents and implementing differential pricing with respect to aquatic programs and passes.

8. REGULAR ITEMS

8.1. Public Hearing, presentation, discussion, and possible action on the City of College Station FY2024-2025 Proposed Budget.

Mary Ellen Leonard, Finance Director, presented the Operations and Maintenance that are proposed at \$366,160,031 and the Capital portion is proposed at \$174,351,642 for a total proposed budget of \$540,511,673. The FY25 Budget, FY25 Tax Rate and FY25 Fee Ordinance is scheduled to be adopted in Council Chambers on Thursday, August 22nd.

At approximately 7:37 p.m., Mayor Nichols opened the Public Hearing.

Craig Regan, College Station, came before council to thank them and staff for the budget that has been put together for consideration. He encouraged the council to stay positive and continue to work to address difficult issues. In addition, he encouraged considering parks fees as 3-year average and moving the fees based on attendance.

Kelyn Wardlaw, Bryan, came before council as the director of Unlimited Potential (UP) to request that \$97,500 be granted to the organization for operational costs.

There being no further comments, the Public Hearing was closed at 7:47 p.m.

8.2. Presentation, discussion, and possible action on Ordinance No. 2024-4532 authorizing the issuance of general obligation bonds; delegating the authority to certain city officials to execute certain documents relating to the sale of the bonds; approving and authorizing an official statement and instruments and procedures relating to said bonds; and enacting other provisions relating to the subject.

Michael Dehaven, Assistant Finance Director, stated that on November 8th, 2022, the citizens of College Station approved three propositions authorizing General Obligation Bond authority. Proposition (A): New fire station and acquisition of fire trucks and public safety equipment, and the acquisition of land and interest in land for such projects. Proposition (B): Rock Prairie Road East corridor from Town Lake Drive to William D Fitch Parkway. Proposition (D): Demolition and reconstruction of restrooms, concession and storage space for the Bachmann Little League Building and Senior League/Soccer Building; pickleball and futsal courts at Anderson Park including lighting, parking and restrooms; demolition and reconstruction of the Central Park Operations Shop facility; pavilions, lighting, shade areas, irrigation, sidewalks, pathways, playgrounds/recreational areas, historical markers and signage at Mabel Clare Thomas Park; tennis courts, lighting and fencing at Bee Creek and Central Parks; restrooms, sidewalks and pathways at Lincoln Center/W.A. Tarrow Park.

Mr. Dehaven explained that the ordinance authorizes the issuance of up to \$30,300,000 in GO Bonds with not more than \$13,200,000 in principle being issued for the voted projects and not more than \$17,100,000 in principle being issued for refunding the City's 2014 COs. The parameters that must be satisfied are: (i) the true interest cost of the Bonds issued for new money projects shall not exceed 4.500% per annum and the true interest cost of the Bonds issued for the refunding shall not exceed 3.650% per annum; (ii) the refunding must produce net present value debt service savings of at least 5.500%; (iii) the final maturity of the Bonds shall not exceed February 15, 2044 and (iv) the pricing must occur within one year.

Jeff Gulbas, McCall, Parkhurst & Horton LLP, and Marti Shew, with Hilltop Securities Inc. were also present to answer questions.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Wright, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance No. 2024-4532, authorizing the issuance of general obligation bonds; delegating the authority to certain city officials to execute certain documents relating to the sale of the bonds; approving and authorizing an official statement and instruments and procedures relating to said bonds; and enacting other provisions relating to the subject. The motion carried unanimously.

8.3. Presentation, discussion, and possible action on Ordinance No. 2024-4533 authorizing the issuance of certificates of obligation; delegating the authority to certain city officials to execute certain documents relating to the sale of the certificates; approving and authorizing an official statement and instruments and procedures relating to said certificates; and enacting other provisions relating to the subject.

Michael Dehaven, Assistant Finance Director, stated that the City Council is authorized to approve the issuance of Certificates of Obligation (CO's) after approving a resolution directing notice to be published of the intent to issue the CO's. On May 23, 2024, Council approved a resolution directing staff to publish the City's notice of intent to issue the COs, as required by law. On May 30th and June 6th such notices were duly published. It is at the recommendation of the City's Financial Advisor, Ms. Marti Shew with Hilltop Securities, Inc., that the City issue Certificates of Obligation for utility projects rather than Utility Revenue Bonds.

The ordinance authorizes the issuance of up to \$43,300,000 for: (i) streets and roads including related drainage, landscaping, signalization, lighting, pedestrian improvements and signage related thereto; (ii) fiber optic transmission materials; (iii) parks and recreational facilities (except those submitted to voters in Propositions C and E in the November 8, 2022 election); (iv) administrative office and departmental space for governmental functions of the city including the public works department, utility department, municipal court, fire department, and cemetery department; (v) improvements and extensions to the City's combined waterworks, sewer and electric systems including distribution, transmission, system lines, lift stations, pumps, outfall, storage tanks, metering, wells, plant improvements, and acquisition of interests in land for such purposes; and (vi) the payment of fiscal, engineering and legal fees incurred in connection therewith.

The parameters that must be satisfied are: (i) the aggregate principal amount of the Certificates shall not exceed \$43,300,000; (ii) the true interest cost of the Certificates shall not exceed 4.500% per annum; (iii) the final maturity of the Certificates shall not exceed February 15, 2044, and (iv) the pricing must occur within 90 days.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Wright, the City Council voted six (5) for and one (1) opposed, with Councilmember Cunha voting against, to adopt Ordinance No. 2024-4533, authorizing the issuance of certificates of obligation; delegating the authority to certain city officials to execute certain documents relating to the sale of the certificates; approving and authorizing an official statement and instruments and procedures relating to said certificates; and enacting other provisions relating to the subject. The motion carried.

8.4. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2024-4534 amending 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.

Anthony Armstrong, Planning and Development Director, stated that this during the processing of a recent right-of-way abandonment application, City staff identified rights-of-way have been acquired by the City—in fee simple instead of by easement since 2011. The dedication of rights-of-way by fee simple to the City means that the right-of-way becomes property the City then owns outright, versus having a right-of-way easement over the land that gives the City the right to use the property for the described purpose(s). Owning right-of-way in fee simple means that abandonment of these areas requires the City to participate in a land transaction in order to transfer ownership of the property, versus processing a standard right-of-way abandonment application and hosting a public hearing in which the City's easement can be relinquished. Of note, owning right-of-way in fee simple is not a common practice in other Cities.

At approximately 8:52 p.m., Mayor Nichols opened both Public Hearings.

There being no further comments, both Public Hearings were closed at 8:52 p.m.

MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember Maloney, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance No. 2024-4534, amending 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. The motion carried unanimously.

9. Council Calendar

Council reviewed the calendar.

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.

Councilmember Cunha recognized the USATF National Junior Olympics Track & Field Championship being hosted in College Station.

11. 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 Yancy reported on the Brazos County Health District Meeting.

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.

Councilmember Wright requested information from the City Manager on the cost of library drop boxes being placed around the city.

13. Adjournment.

There being no further business, Mayor Nichols adjourned the meeting of the City Council at 9:00 p.m. on Thursday, July 25, 2024.

John P. Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

August 8, 2024

Item No. 7.2.

Program Year 2024 Annual Action Plan and the FY2025 Community Development budget

Sponsor: Raney Whitwell, Community Development Analyst

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a resolution adopting the Program Year 2024 Annual Action Plan and the FY2025 Community Development budget.

Relationship to Strategic Goals:

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

Recommendation(s): Staff recommends approval of the resolution adopting the Program Year 2024 Annual Action Plan and the FY2025 Community Development budget

Summary: This item requests approval of a resolution adopting the proposed Program Year (PY) 2024 Annual Action Plan and Fiscal Year (FY) 2025 Community Development Budget. Community development programming for the City of College Station is currently directed by the 2020-2024 Consolidated Plan. The U.S. Department of Housing and Urban Development requires each grantee to develop a Consolidated plan that includes a community needs assessment, housing market analysis, housing conditions analysis, and specific goals and objectives to establish a unified vision for actions that will be carried out for five years. The City is required to submit a one-year Annual Action Plan describing projects, activities, and budget to be funded with the community development grants received. Annual Action Plan activities must correspond to the 5-Year Consolidated Plan.

The total grant funds available next year are \$3,170,063 and include Community Development Block Grant (CDBG) funds in the amount of \$1,168,073 and HOME Investment Partnership Grant (HOME) funds in the amount of \$1,178,958. These amounts include carry-over funds from previous years, recaptured funds, and new year. Program Year 2024 funding will be available on 10/1/2024.

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

The PY 2024 Annual Action Plan, that includes the FY 2025 Community Development budget, must be delivered to HUD no later than August 16, 2023. Therefore, this information is a separate process from the Council's consideration of the overall City budget.

A Public Hearing was held on March 19, 2024 to obtain citizen input concerning goals and objectives, community needs, and fair housing to allow staff to develop the plan. Staff presented the proposed plan and budget to City Council at the July 11, 2024 meeting and a Public Hearing was held so that the public had the opportunity to provide comments regarding the proposed plan. A public notice was included in The Eagle and La Voz advertising the meetings, the opportunity to review and comment on the plan and budget. The plan will be made available for review electronically on the Community Development web page and copies of the plan are located at the Community Services office, City Secretary's office, and at the Larry J. Ringer Public Library. A public comment period was available beginning July 1, 2024 through July 31, 2024.

Historically, the City has utilized these funds for a variety of programs and activities, including: affordable housing assistance programs (homebuyer assistance, security deposit assistance, rehabilitation, and minor repair); funding for direct services to low-income families through non-profit programs; demolition; economic development; infrastructure improvements to parks, facilities, and streets; and grant administration.

Budget & Financial Summary:

Attachments:

1. Attachment 1 - Resolution
2. Attachment 2 - FY 2025 Proposed Community Development Budget
3. Attachment 3 - FY 2025 Plan Development Process Summary
4. Attachment 4 - FY 2025 Public Service Funding
5. Attachment 5 - FY 2025 Income Limits
6. Attachment 6 - 2020-2024 Community Development Goals
7. Attachment 7 - Community Development Project Descriptions
8. Attachment 8 - LMI Area map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE PROGRAM YEAR 2024 (FY 2025) ACTION PLAN AND BUDGET ALLOCATING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM FUNDS.

WHEREAS, the City of College Station is entitled to receive \$1,168,073 in Community Development Block Grant (CDBG) funds and \$423,687.29 in Home Investment Partnership Program (HOME) funds from the United States Department of Housing and Urban Development (HUD) in Program Year 2024 and has prepared a Program Year 2024 (FY 2025) Action Plan and Community Development Budget as required to secure these funds; and

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

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

WHEREAS, the City of College Station has provided adequate information to the citizens and an opportunity to participate in the development of the City's Program Year 2024 (FY 2025) Action Plan and Community Development Budget; and

WHEREAS, the City Council acknowledges that the adoption of the Program Year 2024 (FY 2025) Action Plan and Community Development Budget is in the best interest of the City and is for the purpose of securing additional community development resources for the primary benefit of low and moderate income citizens; now, therefore,

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

PART 1: That the City Council hereby approves the Program Year 2024 (FY 2025) Action Plan and Community Development Budget which serves as the City's application to HUD for CDBG and HOME funds;

PART 2: That the City Council hereby authorizes and designates the City Manager or his designee to sign all required applications, certifications, evaluations, and other forms required by HUD for all Community Planning and Development Grant Programs for the Program Year 2024 (FY 2025) on behalf of the City of College Station.

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

ADOPTED this _____ **day of August 2024.**

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Attachment 1: FY 2025 Proposed Community Development Budget

Project	CDBG & HOME CARRY-OVER	CDBG & HOME NEW ALLOCATIONS	CDBG & HOME TOTAL PROPOSED
Owner-Occupied Rehabilitation (Minor Repair)	\$36,637	\$88,363	\$125,000
Rehabilitation Administration	\$36,637	\$88,363	\$125,000
Rental Housing Rehabilitation	\$959,279	\$325,456	\$1,284,735
Homebuyer Acquisition/Rehab	\$342,804	\$7,223	\$350,027
Homebuyer Assistance (DAP)	\$130,000	\$70,000	\$200,000
Tenant Based Rental Assistance	\$4,019*	\$22,836	\$26,855
Public Service Agency (See Attachment 3)	\$30,927	\$175,210	\$206,137
Public Facility	\$38,000	\$538,327	\$576,327
Grant Administration	\$0	\$275,982	\$275,982
Total Community Development Budget	\$1,578,303	\$1,591,760	\$3,170,063
*Includes \$1,855 Rehab Loan payment of Periods 7-12			

Attachment 2: Annual Action Plan and Budget Development Process Summary, FY 2025

Event	Date
Community Needs Survey	Feb- Apr. 2024
Pre-proposal workshop for agencies	Jan. 11, 2024
CDBG Public Service Funding proposals due	Feb. 5,2024
Public hearing on Annual Action Plan and Budget	March 19,2024
CDBG Public Service Review Committee Meetings	Feb. 19, 2024 Feb. 26, 2024 March 04,2024 March 11,2024 March 18,2024 March 25,2024 April 01, 2024 April 08, 2024
CDBG Public Service Review Committee Vendor Selection	April 11,2024
Public Notice	June 27, 2024
30-Day Public Comment Period begins	July 01, 2024
First presentation of Consolidated Plan and Budget to City Council / 2 nd public hearing regarding Proposed PY2024 (2025) Annual Action Plan	July 11, 2024
30-Day Public Comment Period ends	July 31, 2024
Request council approval by consent agenda of PY2024 (FY2025) Annual Action Plan, and FY2025 Community Development Budget	Aug. 08, 2024
Due to HUD no later than	Aug. 16, 2024

Attachment 3: FY 2025 CDBG Public Service Funding Summary & Recommendations

Agency	Program	Requested	Recommended Funding	Funded Items	Client #’s/ Cost per Client
Brazos Maternal & Child Health Clinic, Inc.	The Prenatal Clinic	\$40,000	\$39,567	Physician contract with TAMU College of Medicine	360
					\$110
Unlimited Potential	Case Management for Former Foster Youth	\$40,000	\$29,675	Case Manager	55
					\$540
The Salvation Army	Rental Deposit Program	\$25,000	\$24,729	Security Deposits	150
					\$165
Big Brothers Big Sisters of the Brazos Valley	Youth Mentoring	\$40,000	\$39,567	Program Director	240
					\$165
Catholic Charities of Central Texas	Case Manager/Direct Client Assistance	\$100,000	\$41,668	Financial Stability Case Manager/client	300
					\$139
Total			\$175,206		

Attachment 4: 2024 Median Income Limits

2024 MEDIAN INCOME LIMITS City of College Station Community Development

This list supersedes all other lists of prior dates.

Household	60%	80%
1	\$37,140	\$49,500
2	\$42,480	\$56,550
3	\$47,760	\$63,650
4	\$53,040	\$70,700
5	\$57,300	\$76,350
6	\$61,560	\$82,050
7	\$65,760	\$87,700
8	\$70,020	\$93,350

The left column (Household) refers to the number of people in the home. The two columns on the right refer to the maximum combined income allowed per year by HUD guidelines in order to qualify for a Community Development program at 60% and 80% of the Area Median Income (AMI). Effective 6/01/2024

Source: [Income Limits](#) | HUD USER

Attachment 6: PY 2020-2024 Community Development Goals

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Rental Housing - Rehabilitation	2020	2024	Affordable Housing	City-wide	Rental Housing Special Needs	CDBG: \$1,000,000 HOME: \$575,000	Rental units Acquired and Rehabilitated: 20 Household Housing Unit
2	Rental Housing - Construction	2020	2024	Affordable Housing	City-wide	Rental Housing Special Needs	HOME: \$500,000	Rental units constructed: 10 Household Housing Unit
3	Owner Housing - Rehabilitation/Reconstruction	2020	2024	Affordable Housing	City-wide	Owner-Occupied Housing	CDBG: \$500,000 HOME: \$250,000	Homeowner Housing Rehabilitated: 15 Household Housing Unit
4	Owner Housing - Demolition	2020	2024	Affordable Housing Non-Housing Community Development	City-wide	Owner-Occupied Housing Public Facilities & Infrastructure	CDBG: \$125,000	Buildings Demolished: 4 Buildings
5	Homeownership - Down Payment Assistance	2020	2024	Affordable Housing	City-wide	Homeownership	HOME: \$1,000,000	Direct Financial Assistance to Homebuyers: 25 Households Assisted
6	Homeownership - Financial Literacy	2020	2024	Affordable Housing	City-wide	Homeownership		Other: 375 Other
7	Homeownership - Construction	2020	2024	Affordable Housing	City-wide	Owner-Occupied Housing Homeownership	CDBG: \$500,000	Homeowner Housing Added: 4 Household Housing Unit
8	Homelessness - TBRA Security Deposits	2020	2024	Homeless	City-wide	Rental Housing Homelessness Special Needs	HOME: \$175,000	Tenant-based rental assistance / Rapid Rehousing: 375 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
9	Homelessness - Outreach and Assessment	2020	2024	Homeless Non-Homeless Special Needs Non-Housing Community Development	City-wide	Homelessness Special Needs Public Services	CDBG: \$50,000	Other: 20 Other
10	Homelessness - Services	2020	2024	Homeless	City-wide	Homelessness Public Services	CDBG: \$100,000	Public service activities other than Low/Moderate Income Housing Benefit: 1200 Persons Assisted
11	Special Needs - Services	2020	2024	Non-Homeless Special Needs	City-wide	Special Needs Public Services	CDBG: \$100,000	Public service activities other than Low/Moderate Income Housing Benefit: 1100 Persons Assisted
12	Public Services	2020	2024	Non-Housing Community Development	City-wide	Public Services	CDBG: \$625,000	Public service activities other than Low/Moderate Income Housing Benefit: 10,000 Persons Assisted
13	Public Facilities	2020	2024	Non-Housing Community Development	City-wide	Public Facilities & Infrastructure	CDBG: \$1,500,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 10,000 Persons Assisted
14	Economic Development – Business & Job Development	2020	2024	Non-Housing Community Development	City-wide	Economic Development	CDBG: \$500,000	Jobs created/retained: 25 Jobs

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
15	Disaster Response	2020	2024	Rental Housing Special Needs Public Services Economic Development Program Administration and Compliance Homelessness	City-wide	Homelessness Special Needs Public Services	\$500,000	Public service activities other than Low/Moderate Income Housing Benefit: 600 Persons Assisted
16	Slum and Blight – Demolition	2020	2024	Affordable Housing Non-Housing Community Development	City-wide	Public Facilities & Infrastructure / Spot Slum and Blight	\$100,000	

Goal Descriptions

1	Goal Name	Rental Housing - Rehabilitation
	Goal Description	Encourage and facilitate the rehabilitation of rental units.
2	Goal Name	Rental Housing - Construction
	Goal Description	Encourage and facilitate the construction of new affordable rental units through nonprofit or for-profit partners. Additional sources of funds include tax credits through the State of Texas and private funds.
3	Goal Name	Owner Housing - Rehabilitation/Reconstruction
	Goal Description	Encourage and facilitate maintenance of residential units by low- and moderate-income homeowners through minor repair grants (CDBG) and residential rehabilitation or reconstruction loans (HOME).

4	Goal Name	Owner Housing - Demolition
	Goal Description	Encourage and facilitate the removal of dilapidated residential structures and/or address community emergencies.
5	Goal Name	Homeownership - Down Payment Assistance
	Goal Description	Encourage and support programs and projects that provide financial assistance to low- and moderate-income households purchasing existing or new affordable homes.
6	Goal Name	Homeownership - Financial Literacy
	Goal Description	Encourage and support programs and projects that provide education and counseling to lower-income homeowners and prospective homebuyers.
7	Goal Name	Homeownership - Construction
	Goal Description	Encourage and support programs and projects that construct new housing units for low-and moderate-income homebuyers.
8	Goal Name	Homelessness - TBRA Security Deposits
	Goal Description	Preventing homelessness through the provision of assistance for low-income households to secure and sustain safe, decent affordable housing. This is a coordinated effort among affordable housing providers and the City to provide security deposit assistance to eligible households.
9	Goal Name	Homelessness - Outreach and Assessment
	Goal Description	Fostering coordination, collaboration, and increased resources to assess community needs, available services, and service gaps. This information may be used to target and improve service provision.
10	Goal Name	Homelessness - Services
	Goal Description	Assist homeless persons in meeting health and human service needs; provide training and counseling opportunities to help with the transition to self-sufficiency. This goal will be met through public service provision.
11	Goal Name	Special Needs - Services
	Goal Description	Encourage and facilitate organizations that provide social and/or housing services to special needs populations.

12	Goal Name	Public Services
	Goal Description	Encourage and support nonprofit providers of homeless/AIDS patient programs, senior services, services for persons with disabilities, legal services, youth services, transportation services, substance abuse services, services for victims of domestic violence, employment training, crime awareness, fair housing, tenant/landlord counseling, child care services, health services, abused and neglected children services, mental health services, screening for lead based paint/lead hazards, subsistence payments, homebuyer downpayment assistance, rental housing subsidies, security deposits, housing counseling, neighborhood clean-ups, food banks, housing information and referral, housing counseling to support homebuyer downpayment assistance, or other public services to deliver programs to low- and moderate-income families and individuals.
13	Goal Name	Public Facilities
	Goal Description	Rehabilitation and expansion of street infrastructure, sidewalks, other infrastructure, including water and sewer lines and flood drain improvements, or park facilities including green space, neighborhood parks, and recreation facilities in primarily low- to moderate-income areas.
14	Goal Name	Economic Development – Business & Job Development
	Goal Description	Rehabilitate and/or develop new spaces for businesses to better realize job creation or support and expand community-wide training and employment activities targeting low-and moderate-income households.
15	Goal Name	Disaster Response
		Addressing the needs of families and individuals affected by the response or effect of a local, state, or federal disaster declaration, such as a pandemic or natural disaster.
16	Goal Name	Slum and Blight - Demolition
	Goal Description	Encourage and facilitate activities in an urban renewal area or the prevention or elimination of slum and blight on an area or spot basis.

Attachment 5: Community Development Project Descriptions

Owner-Occupied Rehabilitation:

CDBG funds will provide financial assistance to accomplish minor repair of eligible, qualified, owner-occupied dwellings. Staff will assist homeowners in planning, implementing, and managing the process to repair substandard features of their dwellings. This program seeks to impede the acceleration of slum and blighting influences through this activity, as well as preserve and enhance neighborhood quality and integrity.

Homebuyer Assistance:

Down payment and closing cost assistance provided to eligible, qualified homebuyers through deferred no interest loans, which include a shared equity component, with HOME funds.

Community Housing Development Organization:

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

Homeowner Acquisition Rehabilitation:

CDBG funds will be used to acquire, rehabilitate, and resale existing residential properties that are either in substandard condition or suitable for conservation, to households with low to moderate incomes. Projects will be selected based on the following priorities: bringing the unit up to City Codes and HUD standards, upgrade systems, energy conservation upgrades, exterior repairs, and other upgrades that will promote economic diversity and stability in our community.

Rental Housing Rehabilitation:

CDBG & HOME funds will be used to acquire and rehabilitate rental properties that will maintain affordable rents for low-income households for a specified period of time following the completion of the project. Projects will be selected based on the following priorities: bringing the unit up to City Codes and HUD standards, upgrade systems, energy conservation upgrades, exterior repairs, and other upgrades that increase marketability. Rehabilitated properties will be conveyed to nonprofit organizations through a competitive RFP process. Funds will also be used for interest payments for the Section 108 loan for the LULAC Oak Hill Apartment rehabilitation.

Tenant Based Rental Assistance:

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

Public Services:

15% of the City's CDBG fund allocation will be used to fund non-profit social service agencies in the community. The CDBG Public Service Review Committee, a Citizen Committee comprised of six members

from the City of College Station, will review program proposals from area nonprofits and recommend funding amounts based on their review. Funds are awarded to nonprofit programs who serve primarily low- and moderate-income residents of College Station and Bryan.

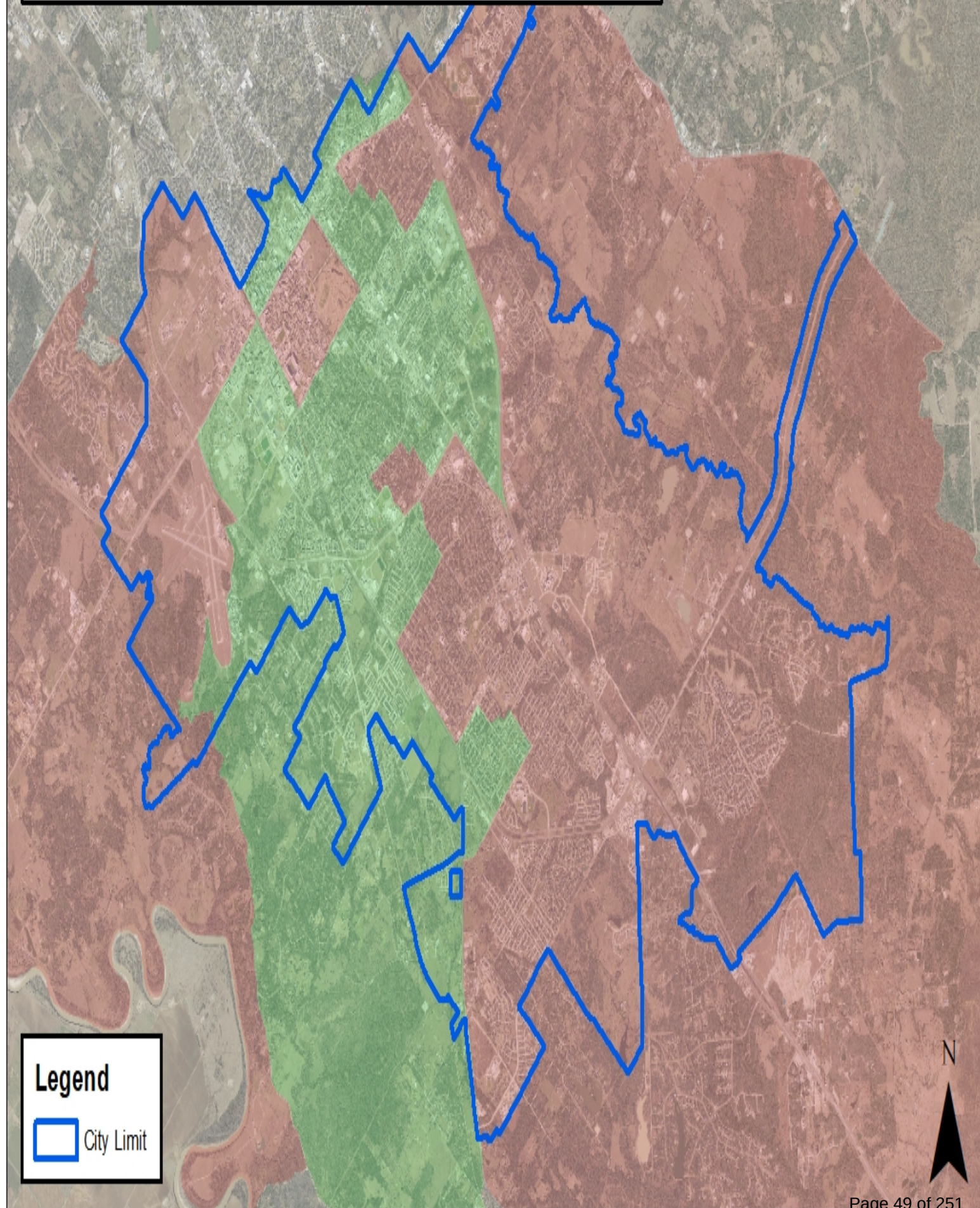
Public Facility:

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

Program Administration:

HOME and CDBG funds will be used for management, planning and administration of the City's PY 2024 CDBG, HOME and other eligible grant programs for LMI citizens. Staff will provide capacity building and technical assistance as needed to citizens, builders, developers, and service providers. Funds from the administrative budget are made available to Project Unity to provide planning and reporting support to CD staff and coordinate a variety of community meetings to address the needs of low- and moderate-income residents, available services, and resources among local service providers. The City will utilize administrative funds to provide education to the community regarding Federal Fair Housing laws and affirmatively further fair housing in College Station.

LMI Qualifying Census Block Groups



August 8, 2024

Item No. 7.3.

All-Way Stop Intersection at Mortier Drive & Edelweiss Avenue

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 38-1003 "Traffic Schedule III, stop signs," of the Code of Ordinances of the City of College Station, Texas, by adding stop signs in the north and south travel direction along Mortier Drive at the intersection with Edelweiss Avenue.

Relationship to Strategic Goals:

1. Core Services and Infrastructure
2. Improving Mobility

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

Summary: To improve safety and mobility for people driving, walking, and riding bicycles in the area of Mortier Drive and Edelweiss Avenue, an all-way stop is warranted at the intersection of Mortier Drive and Edelweiss Avenue. This change would have limited impact on people driving along Mortier Drive while improving the mobility for people on Edelweiss Avenue.

A site distance investigation was conducted on June 21, 2024, at the intersection of Edelweiss Avenue and Mortier Drive. Currently, a stop sign is located on Edelweiss Avenue at Mortier Drive, with free flow north and south-bound traffic on Mortier Drive. Additionally, the intersection is in a curved portion along Mortier Drive. It was determined that the sight distance is inadequate, making it difficult for drivers to safely enter the intersection with Edelweiss Avenue to access oncoming traffic. For safety reasons, the City of College Station Traffic Management Team recommends implementing an all-way stop at this intersection.

Budget & Financial Summary: The installation of the "Stop" signs and Stop Bars is accounted for in the Public Works Traffic Signs and Markings operations budget.

Attachments:

1. Ordinance Stop Signs - Mortier Dr At Edelweiss Ave
2. All-Way Stop Exhibit - Edelweiss and Mortier

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38, “TRAFFIC AND VEHICLES,” ARTICLE VI “TRAFFIC SCHEDULES,” SECTION 38-1003 “TRAFFIC SCHEDULE III, STOP SIGNS,” BY ADDING MORTIER DRIVE AT THE INTERSECTION WITH EDELWEISS AVENUE OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Chapter 38, “Traffic and Vehicles,” Article VI “Traffic Schedules,” Section 38-1003 “Traffic Schedule III, Stop Signs,” 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,” Sec. 38-1003 “Traffic Schedule III, Stop Signs” is hereby amended to include the following:

Street	Intersecting Street	Travel Direction
Mortier Drive	Edelweiss Avenue	North & South

**EDELWEISS AVE & MORTIER DR EXHIBIT
CITY COUNCIL MEETING
AUGUST 8, 2024**



**PROPOSED ALL-WAY STOP INTERSECTION AT
EDELWEISS AVE & MORTIER DR**

August 8, 2024
Item No. 7.4.
Traffic Control Center Video Wall Replacement

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a contract with Iteris, Inc. in a not to exceed amount of \$176,000 for replacement of the video wall in the Traffic Control Center.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

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

Summary: The Public Works' Traffic Control Center was completed in 2015 and serves as the command point for staff to observe and study patterns of traffic city-wide. It is utilized daily by Public Works' engineers to monitor traffic, incidents, and crashes throughout the city. Public Works and the Police Department utilize the Control Center during the football season to help facilitate post-game traffic. It is also used as a way to study and collect data on the city's traffic patterns to recommend traffic control changes and signal timing modifications. The video wall has reached its useful life and is up for replacement. The replacement wall is more modular than the original wall and can easily be disassembled and moved if necessary.

Budget & Financial Summary: Funds are available in the Intelligent Traffic System Master Plan project.

Attachments:

1. 24300487 Iteris Inc



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 24300487 PROJECT #: ST1501 BID/RFP/RFQ#: N/A

Project Name / Contract Description: TOC Video Wall Upgrade Integration Services
for Traffic Division

Name of Contractor: Iteris, Inc.

CONTRACT TOTAL VALUE: \$ 176,000 **Grant Funded** Yes ☐ No ☒

If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☒ N/A

Davis Bacon Wages Used ☐ Yes ☐ No ☒ N/A

Section 3 Plan Incl. ☐ 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)

Contract is for Traffic Office Control Video Wall Upgrade Integration Service

Funding Account: ST1501

CRC Approval Date*: 6/17/24 **Council Approval Date*:** 08/08/24 **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

Emily Fisher 7/18/2024
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

Jim Carter 7/18/2024
ASST CITY MGR – CFO DATE

[Signature] 7/18/2024
LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

CITY MANAGER DATE

N/A

MAYOR (if applicable) DATE

N/A

CITY SECRETARY (if applicable) DATE

**TRAFFIC SIGNAL SYSTEM
TOC VIDEO WALL INSTALLATION AND
INTEGRATION SERVICES AGREEMENT
BETWEEN THE CITY OF COLLEGE STATION AND ITERIS, INC.**

This Agreement (the "Agreement") is made by and between the City of College Station, a Texas Municipal Home-rule Corporation (the "City") and Iteris, Inc., a Delaware corporation, ("Iteris" or "Contractor"). The City and Iteris may also be identified in this Agreement individually as a "Party" or collectively as "Parties".

1. **Scope of Services.** Iteris shall provide all services as described in Exhibit A, Statement of Work, which are attached hereto and incorporated into this Agreement by this reference (the "Services").

2. **Compensation**

a. City agrees to pay, and Iteris agrees to accept as total payment for its Services as set forth in Section 1, an amount not to exceed **One Hundred Seventy-Six Thousand and 00/100 Dollars (\$176,000.00)** (the "Agreement Amount") during the term of this Agreement. The amount shall be paid in accordance with Exhibit B, Payment Terms. Iteris shall not take any action causing the amount the City would be obligated to pay to Iteris to exceed the Agreement Amount. Notwithstanding any other provisions of this Agreement, the City shall not be obligated to pay to Iteris any amount in excess of the Agreement Amount, provided however, that this sum may be increased or decreased from time to time by the City in a written amendment to this Agreement.

b. Iteris shall submit invoices to City for Services completed during each invoicing period, which is a fiscal month. Payment by City shall be made within thirty (30) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures and the Texas Prompt Payment Act.

c. In the event of a disputed or contested invoice, only the contested portion will be withheld from payment. City will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

d. After City has been invoiced and given a written thirty (30) days' notice of failure to pay, if the City continues failing to pay any amount due and undisputed, Iteris then may, in addition to any other rights it may have at law or under this Agreement, suspend further Services until such failure to pay is remedied.

3. **Term.** Time is of the essence of this Agreement.

(a) The Services are to commence upon Iteris' receipt of a Notice to Proceed from the City, following the execution of this Agreement by the City (the "Effective Date"). The schedule for performance of the Integration Services tasks is shown in the Exhibit A, Statement of Work.

(b) This Agreement may be amended in writing if mutually agreed by the City and Iteris.

4. **Modifications and Change Orders.**

(a) This Agreement may not be altered, changed, or modified in any manner except upon the mutual written agreement of both Parties.

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

5. **Termination**

a. **Termination for Cause.** The City may by written notice to Iteris, without prejudice to any other rights or remedies provided under this Agreement by law or in equity, terminate this Agreement for cause in whole or in part in any of the following circumstances:

(1) If Iteris has been declared bankrupt, makes an assignment for the benefit of creditors, or is in receivership; or

(2) If Iteris fails to materially perform the Services or make any delivery in accordance with the performance requirements or delivery schedules specified herein or any extension thereof; or

(3) If Iteris (a) fails to observe or comply with any material provisions, terms, or conditions of this Agreement, or (b) fails to make progress so as to endanger performance of this Agreement in accordance with its terms.

(4) In case of termination under (2), (3)(a) or (3)(b) above, Iteris shall have fifteen (15) days from date of delivery of notice to remedy the failure or provide a plan for remedy acceptable to the City. If, after termination

for cause, the City determines for any reason that Iteris was not in default or that the failure was excusable, the rights and obligations of the Parties will be the same as if the notice of termination had been issued pursuant to termination for convenience.

b. Termination for Convenience.

(1) City may, at any time during the course of this Agreement, terminate for convenience Services under this Agreement whenever the City determines that such termination is in the best interest of the City. Any such termination shall be effected by delivery to Iteris of a notice of termination specifying the extent to which performance of Services under the Agreement is terminated, and the date upon which the termination becomes effective.

(2) After receipt of a notice of termination, and except as otherwise directed by City, Iteris shall comply with all of the following requirements:

- i. Stop Services under the Agreement on the date and to the extent specified in the notice of termination.
- ii. Place no further orders or subcontracts for equipment, materials, services, or facilities except as necessary to complete the portion of the Services under the Agreement that are not terminated.
- iii. Terminate, to the extent possible and practical, all orders and subcontracts that relate to the performance of Services terminated by the notice of termination.
- iv. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts.
- v. Transfer title to the City, and deliver in the manner, at the times, and to the extent, if any, directed by the City, work in process, completed work, equipment, software, documentation, supplies, and other material produced as a part of, or acquired in connection with the performance of Services terminated by the notice of termination.
- vi. Complete performance of such part of the Services not terminated by the notice of termination.
- vii. Take such action as may be necessary, or as the City may direct, for the protection and preservation of the property related to this

Agreement, which is in the possession of Iteris and in which the City has or may acquire an interest.

(3) Subject to the previous provisions, Iteris and the City shall agree upon the whole or any part of the amount or amounts to be paid to Iteris because of the total or partial termination of Services under this section. Completed Services shall be paid at the prices set forth in Exhibit B. Partially completed Services may include a reasonable allowance for profit on work completed. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Agreement Amount as reduced by the amount of payments otherwise made and as further reduced by the portion of the Services not terminated. Iteris shall have no right to recover lost profits on unperformed Work. The Agreement shall be amended accordingly, and Iteris shall be paid the agreed amount.

6. Standard of Care/Warranty

a. All Services under this Agreement shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by others performing the same or similar services under similar circumstances. Iteris represents that it has all rights necessary to fulfill the requirements of this Agreement and that Iteris, employees, and subcontractors are fully qualified to perform hereunder.

b. **Iteris Products Limited Warranty.** Unless otherwise specified in writing by an authorized Iteris representative, products marked as manufactured by or for Iteris or marked with a Iteris brand or trademark are warranted, at the time of shipment to City, to conform to Iteris' published specifications and to be free from defects in material and workmanship. The occurrence of any of the following terminates Iteris' Limited Warranty: (i) a product fails as the result, in whole or in part, of modification or repair of the product not conducted in conformity with Iteris' approved procedures; (ii) a product fails as the result, in whole or in part, of improper or insufficient maintenance; (iii) a product is damaged due to, in whole or in part, electrical power surge, lightning strike, accident, negligence, improper storage, incorrect installation, incorrect operation, unusual deterioration due to physical environments in excess of limits set forth in product manuals, or any other type of abuse or misuse; or (iv) the removal of serial numbers, or the removal, mutilation or defacement of any part of a product. As a condition to making any claim under this Limited Warranty, City must request a Return Material Authorization ("RMA") before the Limited Warranty terminates or expires. Provided that the Limited Warranty has not terminated or expired, Iteris shall issue the RMA and City shall have the right to return the non-conforming product, transportation prepaid, to Iteris for repair or, solely at Iteris' option, replacement with new or reconditioned materials. Except for repair or

replacement, Iteris shall be under no other liability to the City. This is a Limited Warranty only and, unless otherwise specified in writing by Iteris, shall expire thirty-six (36) months after the date of shipment of each unit of product to the City. Repaired or replaced Products have a Limited Warranty for the greater of ninety (90) days from the time of shipment or the remainder of the original warranty period.

c. Non-Iteris Products. Hardware or software Products marked as manufactured or produced by others or marked with a brand or trademark of a party other than Iteris are warranted by the manufacturer or producer to the City in accordance with the warranty documentation provided by the manufacturer or producer.

d. NO OTHER WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING BY LAW, CUSTOM OR CONDUCT, SHALL BE APPLICABLE. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER RIGHTS OR REMEDIES. IN NO EVENT SHALL ITERIS HAVE ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR FOR LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM USE OF THE PRODUCTS, OR AN INABILITY TO USE PRODUCTS EITHER SEPARATELY OR IN COMBINATION WITH OTHER SOFTWARE, EQUIPMENT OR MATERIALS, OR FROM ANY OTHER CAUSE.

7. Ownership and Reuse of Documents

a. City Documents. All drawings, specifications, test reports and other materials or work products prepared or furnished by City to Iteris under this Agreement (“City Documents”) shall remain City’s property. City shall make available to Iteris copies of these City Documents as necessary for Iteris to perform its obligations under this Agreement.

b. Project Documents. Except to the extent that such items are derivatives or adaptations of Commercial Material as defined below, Iteris agrees title to all material originated or prepared by Iteris pursuant to this Agreement, including drawings, designs, specifications, reports, test plans, test procedures, reports, computer programs, websites, and other documents or records (“Project Documents”) shall be deemed to be “works made for hire” and shall be the sole property of the City. To the extent that title to any Project Documents may not, by operation of law, vest in City, or such Project Documents may not be considered “works made for hire,” Iteris hereby assigns all right, title and interest therein, including, without limitation, all copyrights, to Iteris.

c. Commercial Material. Software and other materials developed or acquired

independently of this Agreement, pre-existing materials, or software or other materials acquired or procured on a commercial basis from Iteris or its suppliers and any adaptations or derivatives thereof (“Commercial Material”) shall be owned and licensed to the City as set forth in ownership and licensing provisions for such Commercial Material.

8. Indemnification

a. Indemnification. Iteris shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and reasonable attorneys’ fees, for injury to or death of any person or for damage to any property to the extent caused by or arising out of the work done by Iteris under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, Iteris, or any third party.

b. Legal Limitations. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Section 8 item a, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

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

10. Infringement. Iteris shall indemnify and hold harmless City and its customers from loss, damage or liability for infringement of a United States (U.S.) patent or U.S. copyright (“Intellectual Property”) arising out of the sale or use of Iteris Products or Services delivered to City hereunder (the “Indemnity”); provided that

City notifies Iteris in writing within ten (10) days of City's first notice of an infringement claim, threat or suit ("Infringement Claim") and fully cooperates with Iteris in the defense of such Infringement Claim and the avoidance of infringement by, including but not limited to, providing Iteris any requested authority, information, and assistance necessary. Iteris shall be entitled, at its election, to assume the defense of any Infringement Claim. The foregoing Indemnity shall not apply when normally non-infringing Iteris Products or Services are rendered infringing by (i) City's or its contractor's alteration of Iteris Products or Services or the operation thereof, (ii) use of Iteris Products or Services in combination with other equipment or software, or (iii) Iteris' modification of its products in compliance with the City's specifications or instructions. Iteris shall have the right to resolve any Infringement Claim in the manner it deems appropriate, including, but not limited to, (i) obtaining a license from the owner of the alleged infringed intellectual property or (ii) modifying or replacing the alleged infringing Product with non-infringing Product. The foregoing Indemnity shall not extend to claims based on infringement of intellectual property outside the United States of America. Iteris' sole obligation and liability to City and its customers with respect to indemnification of intellectual property claims shall be as set forth in this paragraph and specifically excludes indemnification for products not manufactured by or for Iteris.

11. **Insurance.** Iteris 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 Iteris, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth on Exhibit C.
12. **Independent Contractor.** In all activities or services performed hereunder, Iteris is an independent contractor and not an agent or employee of the City. Iteris, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. Except for specific labor and materials to be furnished by the City as described herein, Iteris shall supply all materials, equipment and labor required for the execution of the work on the project. Iteris shall have ultimate control over the execution of its work under this Agreement. Iteris shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of Iteris or any of Iteris' subcontractors except to the limited extent provided for in this Agreement.
13. **Conflict of Interest.** Iteris covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with its performance under this Agreement.

14. **City Employees and Officials.** Iteris shall employ no City official nor any regular City employee in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement in violation of the applicable conflict of interest provisions of the Texas Government Code.
15. **Force Majeure.** If the performance of this Agreement, or any other obligation under this Agreement is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident or act of God; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, power, equipment, or software from suppliers; war or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any governmental authority; or any other act or condition whatsoever beyond the reasonable control of the affected Party, the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, restriction, or interference; provided, however, that the Party so affected shall take all reasonable steps to avoid or remove such causes of non-performance and shall resume performance with dispatch whenever such causes are removed.

General Provisions.

a. **Notices.** Any official notices shall be in writing and delivered by hand, by facsimile, by nationally recognized private courier or by United States mail. Notices delivered by mail shall be deemed given two (2) business days after being deposited in the United States mail; postage prepaid, registered or certified mail, return receipt requested. Notices delivered by hand, by facsimile or by private carrier shall be deemed given on the first business day following receipt. All notices shall be delivered at the addresses set forth below unless changed by prior written notice.

City:

City of College Station
Attn: Michael Holmes
P.O. Box 9960
College Station, TX 77842
Fax: 979-764-3489

Iteris:

Iteris, Inc.
Attn: Vice President Contracts
1700 Carnegie Avenue Ste 100
Santa Ana, CA 92705
Fax: 949-270-9401

b. **Jurisdiction – Venue.** This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be government and construed in accordance with the laws of the State of Texas. Both parties further agree that Brazos County, Texas, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

c. **Compliance With Laws.** Iteris shall in the performance of this Agreement comply with all applicable local, state, and federal laws, regulations, standards, codes and ordinances in force during the term of this Agreement. Iteris shall obtain and pay for all permits and licenses and provide such notices required by law that are associated with Iteris' performance under this Agreement.

d. **Discrimination.** Iteris shall not discriminate because of race, color, creed, religion, sex, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Iteris affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

e. **Immigration.** Iteris shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification. Iteris will not knowingly obtain the labor or services of an undocumented worker.

f. **Assignment.** Neither the City nor Iteris will assign or transfer its interest in this Agreement without the written consent of the other, which consent shall not be unreasonably withheld.

g. **Rights and Remedies.** All rights and remedies conferred by this Agreement, by any other instrument, or by law are cumulative and may be exercised singly or concurrently. If any provision of this Agreement is held invalid by any law or regulation of any government or by any court, such invalidity shall not affect the enforceability of any other provisions. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision or any other provision.

h. **Headings.** The headings of the sections in this Agreement are included for convenience only and are not to be used in construing or interpreting the provisions hereof.

i. **Entire Agreement/Binding.** City and Iteris agree that this Agreement and the exhibits and attachments cited herein constitute the complete and entire understanding between the Parties on this subject matter and supersede all prior agreements, proposals, representations, statements, or understandings whether written or oral. City and Iteris each binds itself, its officers, employees, successors and assigns to this Agreement.

j. **Verification or Representations Regarding Certain Statutory**

Matters. To the extent applicable, this Agreement is subject to the following:

- i. 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;
- ii. 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;
- iii. 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

k. 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by and through their authorized representatives. The "Effective Date" of this Agreement shall be date of signature for last Party signing below.

ITERIS, INC.

By: Clifford Heise

Name: Clifford Heise

Title: Regional Vice President

Date: 7/16/2024

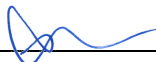
CITY OF COLLEGE STATION

By: _____

City Manager

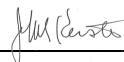
Date: _____

APPROVED:

 _____

City Attorney

Date: 7/18/2024

 _____

Assistant City Manager/CFO

Date: 7/18/2024

City of College Station Transportation Operations Center (TOC) Video Wall Installation and Integration Project

This Scope of Work represents the complete system architecture design, installation, testing, integration, and training for the City of College Station Transportation Operations Center (TOC) Video Wall replacement.

Task 1: Project Management/Project Administration

This task includes all project management activities related to the work associated with the City of College Station TOC Project. This task will consist of the overall management of the project by the assigned project manager and support personnel of Iteris. This task includes the development of billing statements, task staffing plans, quality assurance of document deliverables, maintaining project schedule, maintaining project budget, coordinating overall activities of the Project Team, and being the main client point of contact for all project related discussions. Included in this task is a Project Kickoff Meeting. The Kickoff Meeting will occur within one week after Notice-To-Proceed. Kickoff Meeting discussion topics will include project schedule, activities to be performed by Iteris, and activities to be performed by the City.

Task 2: TOC Equipment and Delivery

The City of College Station TOC Video Wall equipment shall be procured under this task. The Video wall shall consist of a 7x4 LED panel configuration with total dimensions being 13.9' x 4.5'. The technology shall be Planar TVF 1.2. The video wall will consist of 28 cabinets/panels consisting of 7 Columns and 4 Rows. All power for the TVF series LED walls must be on the wall where the video wall is being installed (See task 3.1) Unlike the Planar G3, local power is required. The one (1) video processor shall be rack mounted in the server room. The proposed set up will allow for up to five (5) inputs to be displayed on the wall at any given time. Below is a summary listing of the equipment and software to be procured.

Task 2.1 – Planar 7x4 TVF 1.2 (Furnished by Iteris)

- (28) TVF cabinet chassis and all associated hardware and cables
- (112) TVF Series LED Modules @ 1.2mm pitch
- (1) VC Processor
- (1) Wall Trim Kit
- Planar Shipping Cost

Task 2.2 – Video Wall Support Equipment (Furnished by Iteris)

This task includes ancillary cables and equipment, in addition to the Planar equipment to make a fully functional TOC. At this time, it is envisioned that the City will utilize their existing servers and VMS software for this project.

- Supporting Cabling
- Shipping Cost

Assumptions:

1. Any equipment the City wishes to replace outside of Task 1 - 2.2 will be furnished by the City.
2. Delivery of equipment will be to a City of College Station designated destination.
3. The City of College Station currently utilizes Ocularis VMS for their video needs. This system will be integrated into the new video wall as needed. It is not envisioned at this time that any additional VMS servers will be procured as part of this effort.

Task 3: Room and Electrical Modifications

The proposed video wall requires electrical and possibly structural modifications in support of the next generation LED Video Wall.

Task 3.1: Electrical Modifications

An Iteris Master Electrician has surveyed the electrical panel and determined there are six (6) available slots in the existing sub panel located adjacent to the TMC Server room. The proposed video wall will require dedicated electrical circuits on the wall. It is estimated that three (3) additional circuits will be required using 20-amp circuits. An Iteris Master Electrician and support staff will install the required circuits on the proposed wall and all necessary supporting hardware / cabling from the existing breaker box to the wall. All work will follow the NEC electrical code as well as any City specific requirements. Iteris will provide precise drawings on the required location of these outlets along with additional access points for Cat6 cabling.

- (3) 20-AMP GFCI Breakers
- All required cabling
- All required conduit
- (3) 4 Gang outlets (flush mount)
- Additional access points for CAT6 cabling

Task 3.2: Wall Modifications

The proposed video wall requires a greater degree of precision than the existing G3 video wall. The existing wall is anticipated to be sufficient in accommodating the precision required for LED. A final wall analysis will be performed before the project is constructed.

Deliverables:

1. Electrical Circuit and Wiring Diagram

Task 4: TOC Video Wall Final Design/Installation

Iteris staff shall complete the design of the TOC architecture and propose related components needed to complete the TOC Video Wall. Iteris Staff will install and integrate the wall into the existing City sub systems. Following installation, full system wide testing and training will be completed.

Task 4.1: TOC Video Wall Design

Iteris has familiarity with the existing TOC as the original Integrators of the System. A final survey will be completed to complete design recommendations. The physical space in the proposed room is sufficient to support the upgraded TOC operations. Based on the anticipated future existing conditions, Iteris shall finalize the system design details to install the new video wall and integrate the City's equipment into the TMC system. Drawings shall be schematic in nature.

Task 4.2: TOC Video Wall Removal

Iteris will remove the existing video wall monitors, cables and associated rack mount equipment. The City is responsible for the relocation / disposal of the existing video wall system once it has been successfully uninstalled by Iteris.

Task 4.3: TOC Video Wall Installation/Integration

The College Station toc will consist of a new Planar 7x4 TVF video wall system that shall be furnished and installed by Iteris. The Video Wall supporting equipment shall be rack mounted in the existing equipment rack located in the TOC server room. The system architecture utilizes existing servers located in the rack as well as the display wall PC. The proposed set up will allow up to five (5) inputs to be displayed on the wall at any given time. The wall director software allows the wall to be treated as one large monitor instead of 28 individual monitors/cabinets. As such, the content is not limited to the boundaries of (1) monitor and can be sized as desired.

Task 4.4: Video Management System (VMS) Integration

Iteris staff will work with the City to re-integrate the existing VMS system and optimize it for viewing on the new all.

Task 4.5: Network Integration

The current City traffic network is accessible from the existing TOC, therefore this connection does not need to be developed. The new Planar System does require a dedicated, static IP address. Iteris will work with IT to secure the IP address for the system.

Task 4.6: TOC As-Built Diagrams

Based off the final TOC installation, Iteris shall create a complete system As-Built that will document the final system details and layout. Drawings shall be schematic in nature.

Assumptions:

1. All components will be installed into the existing rack located in the TOC server room.
2. Iteris will furnish and install the Video Wall System on the existing ¾ inch plywood sheet on the existing wall, per Iteris' design drawings.
3. City IT will provide a network IP address for the Planar Equipment
4. Video wall content input sources (laptops, PCs, other) that will require connections to the VCS are assumed to be digital (HDMI, DVI, or Display Port) connections. All input sources will be documented, and type confirmed for proper VCS configuration and cable orders.

Deliverables (some deliverables may be combined): Tasks (4.1 – 4.6)

1. Signed Equipment Installation/Integration Completion Notice
2. System Design and Wiring Diagrams
3. As-Built Diagrams

Task 4.7: System Testing

After installation and Integration of all video wall components, Iteris staff will conduct a system wide testing of the video wall equipment.

1. Test hardware configuration of VC processor, ensuring proper connectivity and integration between the VC processors, and all input sources.
2. Test hardware/OS configuration and connectivity on the City's network.
3. Test wall director software is properly integrated and operates on all client workstations per manufacturer's specifications.
4. Test that all inputs into the VC processors are visible and can be manipulated per manufacturers specifications.

Task 4.8: Final Test

Upon completion of the System Test in Task 5.1, the equipment will enter into a 30-day operational test period. During this period, Iteris will periodically monitor the system remotely and identify/address all anomalies. City staff will also log all system anomalies. Final testing will be conducted jointly between the City and Iteris staff. The test procedures will involve the following steps.

1. Iteris and City staff will develop a punch list of any outstanding items
2. Iteris will provide any required software fixes and/or configuration changes addressing all of the punch list items

3. Iteris and City staff will perform final testing on the punch list items
4. The City will sign off and accept the equipment installed under this scope of work

Task 4.9: Training

After 5.1 System Testing but before 5.2 Final Testing, Iteris shall provide one 1-day onsite, hands-on training class. The training will focus on how to set up the video wall and interact with the new interface provided by the wall director software. Training will also cover all other associated software and hardware supporting the TOC Video Wall. During training, questions are encouraged and will be answered as they arise. In addition, time at the end of the training session will be provided for additional questions/discussion, and review of the covered material.

The training session will consist of making the system operators proficient in the Iteris installed systems and equipment. The overall emphasis will be oriented towards a workstation environment on how to command and control the video wall and how best to display the systems employed by the City. This will also include remote access training (i.e. accessing the system from a laptop or remote computer if one has proper clearance via VPN).

Task 4.10: Post Installation Support and Maintenance

Post Installation Support and Maintenance shall be under a separate TOC maintenance support contract with the City. Under the separate Support and Maintenance Contract, Iteris shall monitor and support the system via a Virtual Private Network (VPN) connection with access to all TMC related system components. Iteris shall also provide in person support, as needed, to resolve any issue that cannot be resolved remotely. Iteris shall document each troubleshooting notice with a troubleshooting completion notice. The troubleshooting completion notice will document the issue, document resolution of the issue, and Iteris staff addressing the issue.

Deliverables: (may be combined) Tasks 4.7 – 4.10)

1. System Testing Report
2. 30-day Operational Test Completion Notice
3. Final Testing Punch List
4. Training Materials
5. Training Completion Notice

Project Schedule

The Project Schedule of Events with timelines is included as part of Exhibit A. Project completion date of 120 days from Notice to Proceed.

Iteris

Display week: 1

Page 74 of 251



Planar TVF Series

LED Video Wall Displays

- ▶ *0.9, 1.2, 1.5 & 1.8mm pixel pitches*
- ▶ *24x7 mission-critical reliability*
- ▶ *Slim mounted profile less than 4"*
- ▶ *Lifetime warranty*



Built for beauty and always-on use, the award-winning Planar® TVF Series provides visual excellence for every application with fine pixel pitches from 0.9 to 1.8 millimeters. Its front service, cableless, building-block style design gives new meaning to multi-functionality and reduces the complexity of installation and vertical alignment. Planar TVF Series is TAA Compliant and includes the unmatched Planar® EverCare™ Lifetime Limited Warranty.

Mainstream Mastery

With its incredible visual performance and convenient design, Planar TVF Series has become our most popular LED video wall, with thousands of installations across the globe. The line has been recognized with many industry awards and has become a go-to video wall solution for many applications from government and higher education to business and digital signage.





Always-On Reliability

Planar TVF Series displays are designed for mission-critical environments where displays need to withstand extended or continuous operation day and night. Control rooms, hospitals and other applications that can't afford downtime benefit from exceptional performance 24x7.



Stackable Design

Video walls have no cabinet-to-cabinet cabling and are assembled by stacking cabinets vertically using embedded power and signal connectors. Connection points and two alignment pins located on each cabinet assist in vertical positioning. The top-side power connection is retractable and there is a secondary connection point in the handle, so nothing shows, even without trim.



Lifetime Protection

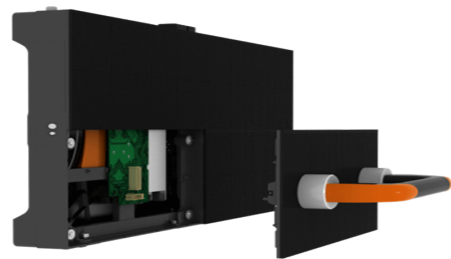
Planar TVF Series is protected by the Planar® EverCare™ Lifetime Limited Warranty which covers the whole display, everything from the sub-pixels to the video controller, for as long as it is used in a fixed location.



Shaped for Cinema & HDR Ready

The displays' 16:9 aspect ratio is ideal for movies, live sports, presentations and other common content delivered with popular Full HD, 4K or even 8K resolution.

Displays are ready for High Dynamic Range content, maximizing the image quality of each pixel for brighter whites, darker blacks and more true-to-life colors.



Front Service for Accessibility

Planar TVF Series offers convenient front-side installation and service that shrinks the overall video wall footprint and servicing space behind the wall. Front service access makes it simpler to fit in more spaces than rear-service LED video wall solutions. The slim mounted profile is less than 4", meeting the requirements of the Americans with Disabilities Act (ADA) Standards for Accessible Design.



Made for America

Organizations that prefer to use products that have been manufactured in the United States or countries designated in the U.S. Trade Agreements Act (TAA) need look no further. Planar TVF Series is TAA Compliant.

Off-the-Shelf Video Walls

Planar TVF Complete™ Full HD, Double Full HD or 4K LED video wall displays reduce deployment time and complexity. Simply choose the diagonal size that best suits the environment and application, and receive everything in one complete, no-hassle solution.

INCLUDED

- LED Display Cabinets
- Planar® WallDirector™ Video Controller
- Wall Mounts & Trim
- Remote Control
- Cables
- Spare Modules



Configure a Video Wall

If none of the Planar TVF Complete video wall displays is quite right, custom sizes, shapes and resolutions of Planar TVF Series are available.

With precise pixel pitch values and cabinets featuring a 16:9 aspect ratio, all models can achieve popular resolutions.

Design a video wall at www.planar.com/calculator



Full HD

1920 x 1080

4K

3840 x 2160

8K

7680 x 4320

Models	1 x 1	2 x 2	3 x 3	4 x 4	5 x 5	6 x 6	7 x 7	8 x 8	9 x 9	10 x 10	11 x 11	12 x 12
TVF0.9	640 x 360	1280 x 720	1920 x 1080	2560 x 1440	3200 x 1800	3840 x 2160	4480 x 2520	5120 x 2880	5760 x 3240	6400 x 3600	7040 x 3960	7680 x 4320
TVF1.2	480 x 270	960 x 540	1440 x 810	1920 x 1080	2400 x 1350	2880 x 1620	3360 x 1890	3840 x 2160	4320 x 2430	4800 x 2700	5280 x 2970	5760 x 3240
TVF1.5	384 x 216	768 x 432	1152 x 648	1536 X 864	1920 x 1080	2304 x 1296	2688 x 1512	3072 x 1728	3456 x 1944	3840 x 2160	4224 x 2376	4608 x 2592
TVF1.8	320 x 180	640 x 360	960 x 540	1280 x 720	1600 x 900	1920 x 1080	2240 x 1260	2560 x 1440	2880 x 1620	3200 x 1800	3520 x 1980	3840 x 2160

Video Wall Sizes												
Area (sq m)	0.21	0.82	1.85	3.29	5.14	7.41	10.08	13.17	16.67	20.58	24.90	29.63
Diagonal	27"	55"	82"	109"	137"	164"	191"	219"	246"	273"	301"	328"
Feet/Meters	1.1 x 2.0ft 0.3 x 0.6m	2.2 x 4.0ft 0.7 x 1.2m	3.4 x 6.0ft 1.0 x 1.8m	4.5 x 7.9ft 1.4 x 2.4m	5.6 x 9.9ft 1.7 x 3.0 m	6.9 x 11.7ft 3.6 x 2.0m	7.8 x 14.0ft 2.4 x 4.2m	8.9 x 15.9ft 2.7 x 4.8m	10.1 x 17.9ft 3.1 x 5.4m	11.2 x 19.8ft 3.4 x 6.0m	12.2 x 21.8ft 3.7 x 6.7m	13.4 x 23.8ft 4.1 x 7.3m

Specifications

Model	Planar TVF0.9	Planar TVF1.2	Planar TVF1.5	Planar TVF1.8
Pixel Pitch	0.945mm	1.26mm	1.58mm	1.89mm
LED Type	Commercial grade 3-in-1 Black SMD			
Resolution	640 x 360	480 x 270	384 x 216	320 x 180
LEDs per Cabinet	230,400	129,600	82,944	57,600
Pixel Density	1,119,789/sq m 10,4032/sq ft	629,882/sq m 58,518/sq ft	403,124/sq m 37,451/sq ft	279,947/sq m 26,008/sq ft
Cabinet Size (W x H x D)	604.8 x 340.2 x 72.5mm 23.81 x 13.39 x 2.85in			
Power Consumption, Max (watts)	140/Cabinet 680/Sq m Standard	130/Cabinet 680/Sq m Standard		
Power Consumption, Typical (watts)	50/Cabinet 243/Sq m Standard	43/Cabinet 209/Sq m Standard		
Line Voltage	100~240V AC, 50/60Hz			
Cabinet Weight	6.94kg 15.3lbs			
Brightness Max, Calibration On	600cd/sq			
Brightness Uniformity	97%			
Color Uniformity	97%			
LED Refresh Rate	3,000			
Color Temperature, Adjustable (k)	3,000 - 10,000			
Viewing Angle, Horizontal	160°			
Viewing Angle, Vertical	140°			
Video Inputs	1x DVI, 1x HDMI, HDCP Compliant			
Video Input Resolution Maximum	1920 x 1200 @ 60Hz (per controller)			
Frame Rate	50, 60Hz			
Control Input Type	USB			
Gray Scale Processing	16-bit			
Service Access	Front, Rear			
LED Lifetime, Typical	100,000hrs			
Storage Temperature/Humidity (degrees F/C) 10-85% relative humidity non-condensing	-20° to 60° C -4° to 140° F			
Operating Temperature/Humidity (degrees F/C) 10-85% relative humidity non-condensing	-10° to 40° C -14° to 104° F			
Warranty	Planar EverCare Lifetim Limited Warranty (North America)			

Planar TVF Series specification assumes standard S6F video controller. Visit www.planar.com for full list of product specifications.



Planar WallDirector Video Controller

Scalable Video Wall Control

- ▶ *Compact & powerful rack-mount processor*
- ▶ *Captures sources & provides signal extension*
- ▶ *Software for configuration, control & monitoring*
- ▶ *Scales modularly to support larger video walls*



Planar® WallDirector™ Video Controller (VC) is a family of compact and scalable video processors designed to drive select Planar video walls using the web-based Planar® WallDirector™ Software management application. The 1U rack mount Planar WallDirector VC is available in four models for organization's unique applications. Each device captures multiple 4K inputs and drives the video wall at native resolution while providing signal extension over CAT or fiber connections.

Advanced Processing

Planar® Big Picture Plus™ Video Wall Processing enables users to simultaneously view ultra-high resolution content from several independent sources, scaling content across the entire video wall or any section. It also facilitates Picture-in-Picture.





Scalable by Design

Cascade up to 18 Controllers together to support larger video walls and higher resolutions. Planar WallDirector Software manages Planar WallDirector VC groups as if they are one system rather than multiple separate units.



Easy Management

The user-friendly Planar WallDirector Software features one-button presets for set-up and configuration, recalling windowing layouts, dragging and dropping content sources on the video wall canvas and easy manipulation of window size and position. One can even overlap content sources.



Monitor Health

Planar WallDirector Software captures video wall components' health status in real time, in a centralized, convenient location, for easy maintenance. Configurable alerts also help keep you informed. The software, in most cases, can detect the hardware components that are part of the video wall, making setup quick.



Permissions

Set user permission levels in the software to ensure only the people you choose have access to setup and others more-critical administration settings. Similarly, set non-admin permissions that allow others to monitor the health of individual components.



Source Synchronization

Planar® WallSync™ uses Smart Genlock to automatically ensure perfectly synchronized video playback without manual configuration.



Made for America

Organizations that prefer to use products that have been manufactured in the United States or countries designated in the U.S. Trade Agreements Act (TAA) need look no further. Planar WallDirector Video Controllers are TAA Compliant.

Compatible Video Walls

Planar WallDirector Video Controller models can be used with best-in-class Planar LED and LCD video walls, removing electronics from the wall to a separate off-board location, reducing noise and heat from the display wall.

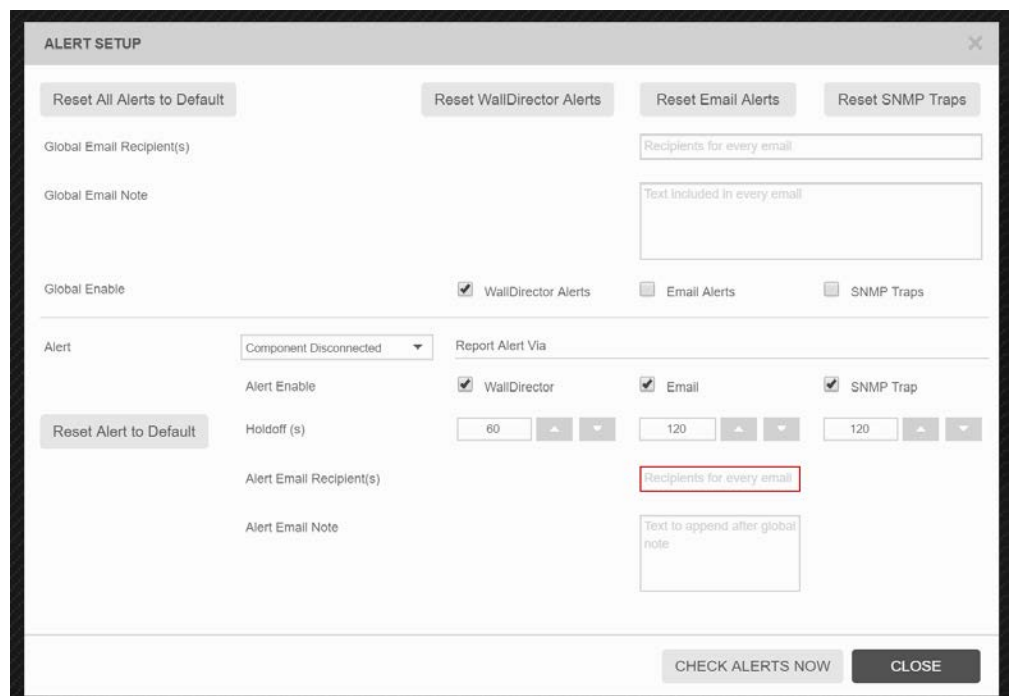
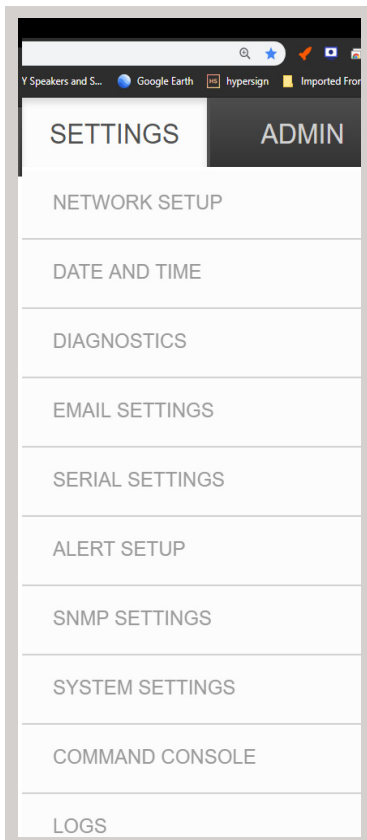
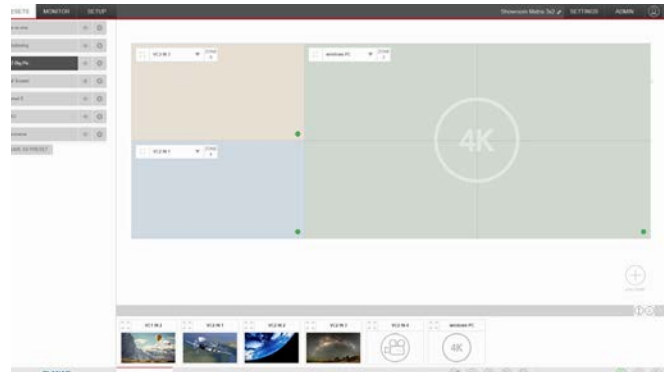
APPLICABLE PRODUCT LINES

- Clarity® Matrix® G3 LCD Video Wall System
- Planar® DirectLight® Ultra Series
- Planar® DirectLight® X Series
- Planar® TVF Series
- Planar® Luxe MicroLED
- Planar® Luxe



Planar WallDirector Software

- Set-up & configure a video wall
- Monitor the health & status of all video wall components from a convenient, centralized location
- Drag & drop video wall canvas, for window positioning & sizing
- Send customized email alerts to select people when specific fault conditions arise
- Store & recall windowing layouts via simple, one-button presets
- Permission levels to limit administrator access
- Proactively troubleshoot power supplies and video controllers



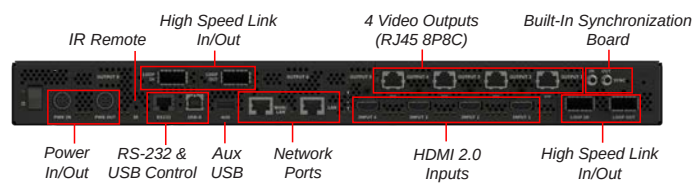
Specifications

Model	VC4-HSL	VC4H-BP+	VC9H-BP+
Supported Products	Planar DirectLight Ultra Series, Clarity Matrix G3 LCD Video Wall System, Planar DirectLight X Series		
Physical Size	1U Rack-mounted Controller, 19" Rack, 265mm depth		
Maximum Output Resolution	Up to 4 Full HD (1920x1080) Display Sections, 8.3M Pixels		Up to 9 Full HD (1920x1080) Display Sections, 18.6M Pixels
Video Inputs	4x HDMI 2.0 (w/HDCP 2.2)		4x HDMI 2.0 (w/HDCP 2.2); 1x DisplayPort 1.2
Video Outputs	4x RJ45 8P8C	4x RJ45 8P8C, 1x DisplayPort 1.2	9x RJ45 8P8C, 1x DisplayPort 1.2
High Speed Link (HSL)	2 Out, 2 In, QSF++ cable		N/A
HSL Loop Capacity	80Gb. 4x 4K or 16x Full HD video sources		N/A
Optional Fiber Extender	Yes		N/A
Maximum Distance from Video Wall	Standard: 200ft (60m) Fiber Extension: 6500ft (2km)		
Control	IR Remote Control, RS-232, USB, Network, Planar WallDirector Software		
Controller Status	Diagnostic LEDs, Planar WallDirector Software Health Monitoring and Alerts		
Sync	Mini BNC In/Out Black Burst and Tri-level		
Image Scaling	Planar Big Picture Plus Windowing, Planar WallSync, PiP, 4K at 60Hz Upscaling and Downscaling		
Windowing	13 per Video Controller		
Input Power / Draw	24-48V _{DC} / 70W	24-48V _{DC} / 65W	24-48V _{DC} / 75W

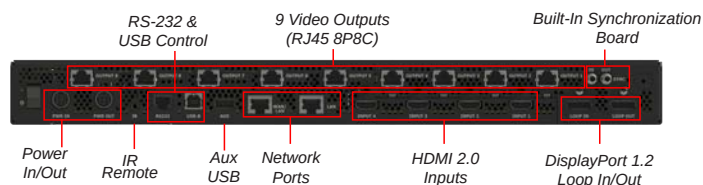
Model	VC4-L
Supported Products	Planar TVF Series
Physical Size	1U Rack-mounted Controller, 19" Rack, 265mm depth
Maximum Output Resolution	Up to 8 Full HD (1920x1080) Display Sections, 16.6M Pixels
Video Inputs	4x HDMI 2.0 (w/HDCP 2.2); 1x DisplayPort 1.2
Video Outputs	4x Fiber SFP+, 1x DisplayPort 1.2
Fiber to CAT Converter	T10-F-C1G/T10-SL-C1G. 4 per VC4-L-F maximum
Distance to T10 (max)	Fiber: 6,500ft (2km)
Control	IR Remote Control, RS-232, USB, Network, Planar WallDirector Software
Controller Status	Diagnostic LEDs, Planar WallDirector Software Health Monitoring and Alerts
Sync	Mini HD-BNC In/Out Black Burst and Tri-level
Image Scaling	Planar Big Picture Plus Windowing, Planar WallSync, PiP, 4K at 60Hz Upscaling and Downscaling
Windowing	13 per Video Controller
Input Power / Draw	120-240V _{AC} / 70W

Fiber-to-CAT Converter T10		
Model	T10-F-C1G	T10-SL-C1G
Supported VC Version	VC4-L-F	
Physical Size	1U Rack-mounted. 19" Rack, 308mm depth	11.5" x 4" x 1" Fits behind wall
Output Resolution (max)	Up to 2 Full HD (1920x1080) Display Sections, 4.2M Pixels	
Video Inputs	1x Duplex LC	1x Fiber SFP+
Video Outputs	10x CAT 8P8C	
Maximum Distance to Video Wall	CAT 490ft (150m)	Fiber 6500ft (2km)
Input Power / Draw	100-240V _{AC} / 50W	100-240V _{AC} / 35W

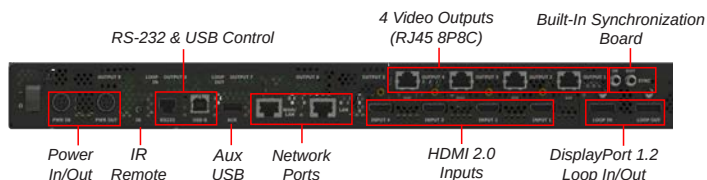
Planar WallDirector VC4-HSL



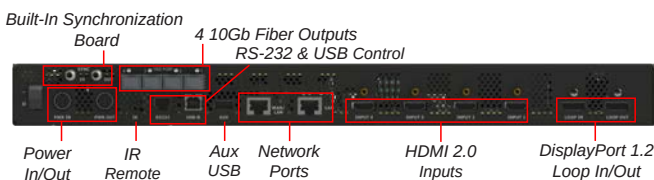
Planar WallDirector VC9



Planar WallDirector VC4



Planar WallDirector VC4-L



For more information visit: www.planar.com/walldirector-vc

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EXHIBIT B PRICING AND PAYMENT SCHEDULE

Payment is a fixed fee in the amount listed in Section 2 Compensation of this Agreement. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

Compensation – Firm Fixed Price (FFP) – Services and Fixed Unit Prices – Hardware/Software

- a. As total compensation for Scope of Work to be performed by Iteris as specified in this Agreement, the City shall pay Iteris the fixed price amount specified below for each of Tasks 1, 3, 4 and the fixed unit price specified for Task 2 below for each unit of equipment delivered under Task 2. Such fixed price amounts and fixed unit prices shall be inclusive of all Iteris' cost (i.e., labor, overhead, material, travel, subsistence, other costs, expenses, etc.) and profit or fee. The City shall not have any liability for any other costs or expenses incurred by Iteris in performance of Work.

- b. Task 1, 3, 4

<u>Description</u>	<u>Price</u>
Task 1 - Project Management	\$14,387.43
Task 3 – Room & Electrical Modifications	\$7,270.84
Task 4 – MCB TOC Video Wall Final Design/Installation/ Training /System Verification	<u>\$43,661.50</u>
Subtotal	\$65,319.77

- c. Task Quantity, Unit Prices, and Extended Amounts

<u>Description</u>	<u>Qty</u>	<u>Fixed Unit Price</u>	<u>Ext. Amount</u>
Task 2 - TOC Equipment & Delivery			
Planar 7x4 TVF 1.2	1	\$ 103,689.60	\$ 103,689.60
Video Wall Support Equipment	1	\$ 6,990.63	\$ 6,990.63
Subtotal TOC Equipment & Delivery			\$ 110,680.23
Total Equipment & Delivery			\$ 110,680.23

- d. **Total Amount Items (b) and (c)** **\$176,000.00**

EXHIBIT B
PRICING AND PAYMENT SCHEDULE

Invoices

- a. Services. Iteris may invoice services for Tasks 1, 3, and 4 based upon the percentage of completion claimed for each task as reported in the monthly progress report. Each invoice shall provide a detailed listing of each Task and the percentage of completion claimed, the total billable amount based upon percentage of completion, the amount previously billed, and the net current billable amount.
- b. Equipment and Delivery. Iteris may invoice equipment and delivery for Task 2 at the fixed unit price for each unit delivered to the City's designated location as documented by delivery notice.

EXHIBIT C

INSURANCE REQUIREMENTS

1. The Contractor agrees to maintain, at the Contractor's sole expense throughout the term of the Contract, the following insurance as required in this Contract:

- a. Commercial General Liability
- b. Business Automobile Liability
- c. Workers' Compensation
- d. Professional Liability

2. For each of these policies, the Contractor's insurance coverage shall be primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Agreement shall be construed or interpreted as limiting or otherwise affecting the insurance coverage requirements. All Certificates of Insurance, issued by the carrier or the carrier's agent on the most current State of Texas Department of Insurance-approved forms, shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City *before* work commences.

3. Commercial General Liability Insurance:

- a. Coverage shall be written by a carrier licensed and authorized to do business in Texas, and rated A: VIII or better in accordance with the current A. M. Best Key Rating Guide.
- b. Minimum Limits of Liability of \$1,000,000 per occurrence with a \$2,000,000 annual aggregate limit.
- c. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for City's review and acceptance.
- d. The coverage shall include but not be limited to: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground (XCU) coverage.
- e. The policy shall be endorsed to list the City as Additional Insured, to waive rights of subrogation in favor of the City, and to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.
- f. The policy shall be endorsed to show the policy shall not be canceled, non-renewed, or reduced in limits of liability except after thirty (30) days'

EXHIBIT C

INSURANCE REQUIREMENTS

written notice has been provided to the City.

4. Business Automobile Liability Insurance:

- a.** Coverage shall be written by a carrier licensed and authorized to do business in Texas, and rated A: VIII or better in accordance with the current A. M. Best Key Rating Guide.
- b.** Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- c.** The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- d.** The coverage shall include any autos, owned autos, leased or rented autos, hired and non-owned autos.

5. Workers' Compensation Insurance

The Workers' Compensation Insurance shall include the following terms:

- a.** Employer's Liability limits of \$1,000,000 for each accident/disease/employee is 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 Other States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

6. Professional Liability Insurance:

- a.** Coverage shall be written by a carrier licensed and authorized to do business in Texas, and rated A:VIII or better in accordance with the current A. M. Best Key Rating Guide.
- b.** Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City upon request.
- c.** For "claims made" policies, availability of a 24-month extended reporting period shall be required.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/21/2024

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 Woodruff-Sawyer & Co. 2 Park Plaza, #500 Irvine CA 92614	CONTACT NAME: WS Certificates PHONE (A/C, No, Ext): 844-972-6326 FAX (A/C, No): E-MAIL ADDRESS: Certificates@woodruffswayer.com
INSURED Iteris, Inc. 1700 Carnegie Avenue, Suite 100 Santa Ana CA 92705-5551	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Insurance Company INSURER B: American Casualty Company of Reading INSURER C: Valley Forge Insurance Company INSURER D: Lexington Insurance Company INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1962433477**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 ☒ BI Ded. None GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	6057362701	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	6057362682	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Owned/Hired Comp/Coll \$ Ded's \$1000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			6057362679	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
A B	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 N	Y	6057544401 6057544415	4/1/2024 4/1/2024	4/1/2025 4/1/2025	☒ 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	Architects and Engineers Professional Liability Claims Made Form			015136071	4/1/2024	4/1/2025	Aggregate Limit \$5,000,000 Each Claim Limit \$5,000,000 SIR \$500,000

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

RE: TOC Video Wall Upgrade.

City of College Station, its officials, agents, employees and volunteers are included as additional insured as respect General Liability and Automobile Liability on a Primary and Non-contributory basis with a waiver of subrogation to the extent provided in the selected pages of the attached forms.

Notice of Cancellation applies with respects General Liability, Automobile Liability and Workers Compensation to the extent provided in the attached forms.

CERTIFICATE HOLDER**CANCELLATION**

City of College Station Attn: Risk Management 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 <i>Zoe Overbay</i>
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EXTENDED COVERAGE ENDORSEMENT – BA PLUS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM**I. LIABILITY COVERAGE****A. Who Is An Insured**

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that,**
 - b.** The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a.** Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b.** Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
2. In **a.(4)**, the limit for the loss of earnings is increased from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE**A. Towing**

Section III, Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

C. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a.** \$60 per day, in lieu of \$20; subject to
- b.** \$1,800 maximum, in lieu of \$600.

D. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a.** \$1,000 maximum, in lieu of \$600.

E. Personal Property

The following is added to **Section III, Paragraph A.4.**

- c.** We will pay up to \$500 for loss to **Personal Property** which is:

- (1) Owned by an "insured"; and

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4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions**1. Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own; or

(2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto."

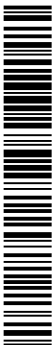
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract."

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

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Technology General Liability Extension Endorsement

1. ADDITIONAL INSURED

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury or property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury, property damage or personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership,

CNA74872XX (1-15)

Page 2 of 14

Policy No: **6057362701**

Endorsement No:

Effective Date:

Insured Name:

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maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage** or **personal and advertising injury** caused by:

- a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,
- in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury or property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:
 - a. **bodily injury or property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
 - b. any express warranty unauthorized by the **Named Insured**;
 - c. any physical or chemical change in any product made intentionally by such person or organization;
 - d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;
 - g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
 - h. **bodily injury or property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) the exceptions contained in Subparagraphs d. or f. above; or
 - (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This Paragraph J. does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.
3. This Paragraph J. also does not apply:
 - a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;
 - b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor
 - c. if **bodily injury or property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.

K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs **A.** through **J.** above. Such additional insured is an **Insured** solely for **bodily injury, property damage or personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**; nor
2. for **bodily injury or property damage** included within the **products-completed operations hazard** except to the extent all of the following apply:
 - a. this **Coverage Part** provides such coverage;
 - b. the written contract or agreement described in the opening paragraph of this **ADDITIONAL INSUREDS** Provision requires the **Named Insured** to provide the additional insured such coverage; and
 - c. the **bodily injury or property damage** results from **your work** that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this **Coverage Part**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

- A.** The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured.

- B.** With respect to persons or organizations that qualify as additional insureds pursuant to paragraph 1.K. of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** Condition is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence, offense or claim** only when the **occurrence, offense or claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE



Technology General Liability Extension Endorsement

21. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 179; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,
Chicago, IL 60606

Policy No: WC 6057544415

Policy Effective Date: 04/01/2024

Policy Page: 363 of 529

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Iteris, Inc.

Endorsement Effective Date: 4/1/2024

SCHEDULE

Name Of Person(s) Or Organization(s):

City of College Station, its officials, agents, employees and volunteers
Attn: Risk Management
PO Box 9960
College Station, TX 77842

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** –

Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.



NOTICE OF CANCELLATION OR MATERIAL CHANGE – DESIGNATED PERSON OR ORGANIZATION

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

In the event of cancellation or material change that reduces or restricts the insurance provided by this Coverage Form, we agree to send prior notice of cancellation or material change to the person or organization scheduled below at the address scheduled below. This endorsement does not amend our obligation to notify the Named Insured of cancellation as described in the Common Policy Conditions or in another endorsement attached to this policy.

SCHEDULE

1. Number of days advance notice:

30 Days if we cancel for non-payment of premium.

 Days if the policy is cancelled for any other reason, or if coverage is restricted or reduced by endorsement.

2. Person or Organization's Name and Address

Name:	City of College Station, its officials, agents, employees and volunteers
Attention:	Risk Management
Street Address:	PO Box 9960
City, State, ZIP:	College Station, TX 77842
e-mail address*	

* Enter an e-mail address if delivery of notice by e-mail is acceptable. Otherwise written notice will be sent by mail.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Iteris, Inc.

Endorsement Effective Date: 4/1/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

City of College Station, its officials, agents, employees and volunteers
Attn: Risk Management
PO Box 9960
College Station, TX 77842

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of College Station, its officials, agents, employees and volunteers Attn: Risk Management PO Box 9960 College Station, TX 77842	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**Changes - Notice of Cancellation or Material
Restriction Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
STOP GAP LIABILITY COVERAGE PART
TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE

Number of days notice (other than for nonpayment of premium):	30
Number of days notice for nonpayment of premium:	
Name of person or organization to whom notice will be sent:	City of College Station, its officials, agents, employees and volunteers
Address:	Attn: Risk Management PO Box 9960 College Station, TX 77842

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

****NOTE TO I.T.: NO LIMITATION ON THE NUMBER OF ROWS. THE SCHEDULE SHOULD BE REPEATABLE****

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the **policy period**, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

**Waiver of Transfer of Rights of Recovery Against
Others to the Insurer Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE**Name Of Person Or Organization:**

City of College Station, its officials, agents, employees and volunteers

Attn: Risk Management, PO Box 9960, College Station, TX 77842

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



**Workers Compensation And Employers Liability Insurance
Policy Endorsement**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

City of College Station, its officials, agents, employees and volunteers
Attn: Risk Management
PO Box 9960
College Station, TX 77842

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another

effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)
Endorsement Effective Date:

Policy No: 6057544415
Policy Effective Date: 04/01/2024



NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the **WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**:

In the event of cancellation or material change that reduces or restricts coverage during the policy period, we agree to send prior written notice in the manner prescribed, to the person or organization listed in the Schedule.

SCHEDULE

1. **Number of days advance notice:** 30

For nonpayment of premium:

2. **For any other reason:**

3. **Name and Address of Person or Organization:**

City of College Station, its officials, agents, employees and volunteers
Attn: Risk Management
PO Box 9960
College Station, TX 77842

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA87380XX (11-2016)
Endorsement Effective Date 4/1/2024

EXHIBIT D
CERTIFICATE OF INSURANCE

August 8, 2024

Item No. 7.5.

Contract for 2024 TAMU Football Post Game Day Traffic Control

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a general services contract with Buyers Barricades Houston, LLC in a not to exceed amount of \$128,800 for the 2024 TAMU Football Post Game Day Traffic Control.

Relationship to Strategic Goals:

1. Core Services and Infrastructure
2. Improving Mobility

Recommendation(s): Staff recommends awarding the contract to Buyers Barricades Houston, LLC.

Summary: Following each Texas A&M University (TAMU) home football game, Public Works, working with other city departments, manages the deployment of traffic control devices to increase the capacity of roadways, allowing game day traffic to exit efficiently. The Traffic Engineering Division works with the Texas Transportation Institute and TAMU Transportation Services to develop a traffic control plan both on campus and off campus to move traffic away from Kyle Field following each game. This includes closing some roadway access points as well as the addition of contra-flow lanes along FM 2154 (Wellborn Road). This operation requires the deployment of traffic control devices during the game and collection of devices after traffic clears. The city provides all traffic control devices but utilizes contractors for the deployment, using Buyers Barricades Houston, LLC for the past several years.

TAMU is responsible for all traffic control on campus, while the city is responsible for traffic control off campus. Through an interlocal agreement, TAMU does participate financially in the deployment of off-campus traffic control. The agreement, approved in September of 2021, specifies TAMU's participation as the lesser of either one-half of the deployment costs per year or a not to exceed amount of \$57,000 per year. The city invoices TAMU after the final home football game each season. Since the total amount of this year's contract is \$128,800, TAMU's portion will be \$57,000, assuming the full amount is utilized. The interlocal agreement has a five (5) year term, expiring in 2026.

This general services contract was procured through the BuyBoard Purchasing Cooperative.

Budget & Financial Summary: The budget for the deployment of traffic control has been included in both the FY24 and FY25 Street Maintenance budgets.

Attachments:

1. 24300610 Buyers Barricades Houston, LLC



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 24300610 PROJECT #: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Texas A&M Football Gameday Traffic Control Deployment and Pick-up (7 Games)

Name of Contractor: Buyers Barricades Houston LLC

CONTRACT TOTAL VALUE: \$ 128,800.00 **Grant Funded** Yes ☐ No ☒

If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☒ N/A

Davis Bacon Wages Used ☐ Yes ☐ No ☒ N/A

Section 3 Plan Incl. ☐ 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 funding for this project will be taken from the streets Division account number: 10010740-5315. The cost estimate is \$128,800.00

(If required)*

CRC Approval Date*: N/A **Council Approval Date*:** 8/8/24 **Agenda Item No*:**

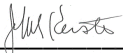
--Section to be completed by Risk, Purchasing or City Secretary's Office Only--

Insurance Certificates: DDV **Performance Bond:** N/A **Payment Bond:** N/A **Info Tech:** N/A

SIGNATURES RECOMMENDING APPROVAL


DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

8/1/2024
DATE


ASST CITY MGR – CFO

8/2/2024
DATE

LEGAL DEPARTMENT

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

N/A

MAYOR (if applicable)

DATE

N/A

CITY SECRETARY (if applicable)

DATE

CITY OF COLLEGE STATION GENERAL SERVICE CONTRACT

This General Service Contract is by and between the **City of College Station**, a Texas Home-Rule Municipal Corporation (the “City”) and Buyers Barricades Houston, LLC (the “Contractor”), for the following work:
TAMU Post Game day Traffic Control for the 2024 Football Season (7 Games)
as described in the Scope of Services attached as **Exhibit “A”**.

ARTICLE I PAYMENT AND TERM

1.01 Consideration. In consideration for the services performed in the Scope of Services and Contractor’s Completion of work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed ONE HUNDRED TWENTY-EIGHT THOUSAND EIGHT HUNDRED and 00 /100 Dollars (\$ 128,800.00).

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

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

☒ **1.04 Time is of the Essence.** The Contractor must complete all the services described in the Scope of Services by the following dates:
December 1, 2024.

OR

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

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

ARTICLE II CHANGE ORDERS

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

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

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

ARTICLE III INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

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

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

3.02 Subcontractor. The term “subcontractor” shall mean and include only those hired by and having a direct contact with Contractor for performance of work or services on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work or services on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

ARTICLE IV INSURANCE

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

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

During the term of this Agreement Contractor’s insurance policies shall meet the minimum requirements of this section.

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

- (a) Commercial General Liability;
- (b) Business Automobile Liability; and
- (c) Workers' Compensation/Employer’s Liability.

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

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

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

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

4.06 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 under the current A. M. Best Key Rating Guide.
- (b) Policies shall contain an endorsement listing the City as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain.
- (c) Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage.
- (d) The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
- (e) The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

4.07 Workers’ Compensation/Employer’s Liability Insurance. The following Workers’ Compensation Insurance shall include the following terms:

- (a) Employer's Liability minimum limits of liability not less than \$1,000,000 for each accident/each disease/each employee are required;
- (b) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy; and
- (c) TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those named in Item 3A and the States of NV, ND, OH, WA, WV, and WY".

ARTICLE V INDEMNIFICATION AND RELEASE

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

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

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

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

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

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

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

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

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

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

6.09 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.

6.10 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.

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

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

6.13 Effective Date. This Contract goes into effect when duly approved by all the parties hereto.

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

CITY OF COLLEGE STATION

BUYERS BARRICADES
HOUSTON, LLC

Attn: Ronnie Loper

Attn: Michael Cooper

PO BOX 9960

P.O. Box 733731

1101 Texas Ave

Dallas, TX 75373

College Station, TX 77842

rloper@cstx.gov

michael@buyersbarricades.com

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

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

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

6.18 Verification No Boycott. To the extent applicable, this Contract is subject to the following:

- (a) Boycott Israel. If this Contract is for goods and services subject to § 2270.002 Texas Government Code, Contractor verifies that it i) does not

boycott Israel; and ii) will not boycott Israel during the term of this Contract;

- (b) Boycott Firearms. If this Contract is for goods and services subject to § 2274.002 Texas Government Code, 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 contract against a firearm entity or firearm trade association; and
- (c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Contractor herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Contract.

List of Exhibits

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

BUYERS BARRICADES HOUSTON, LLC

CITY OF COLLEGE STATION

By: Michael Cooper

Printed Name: Michael Cooper

Title: Project Manager

Date: 8/1/2024

By: _____

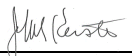
City Manager

Date: _____

APPROVED:

City Attorney

Date: _____



Assistant City Manager/CFO

Date: 8/2/2024

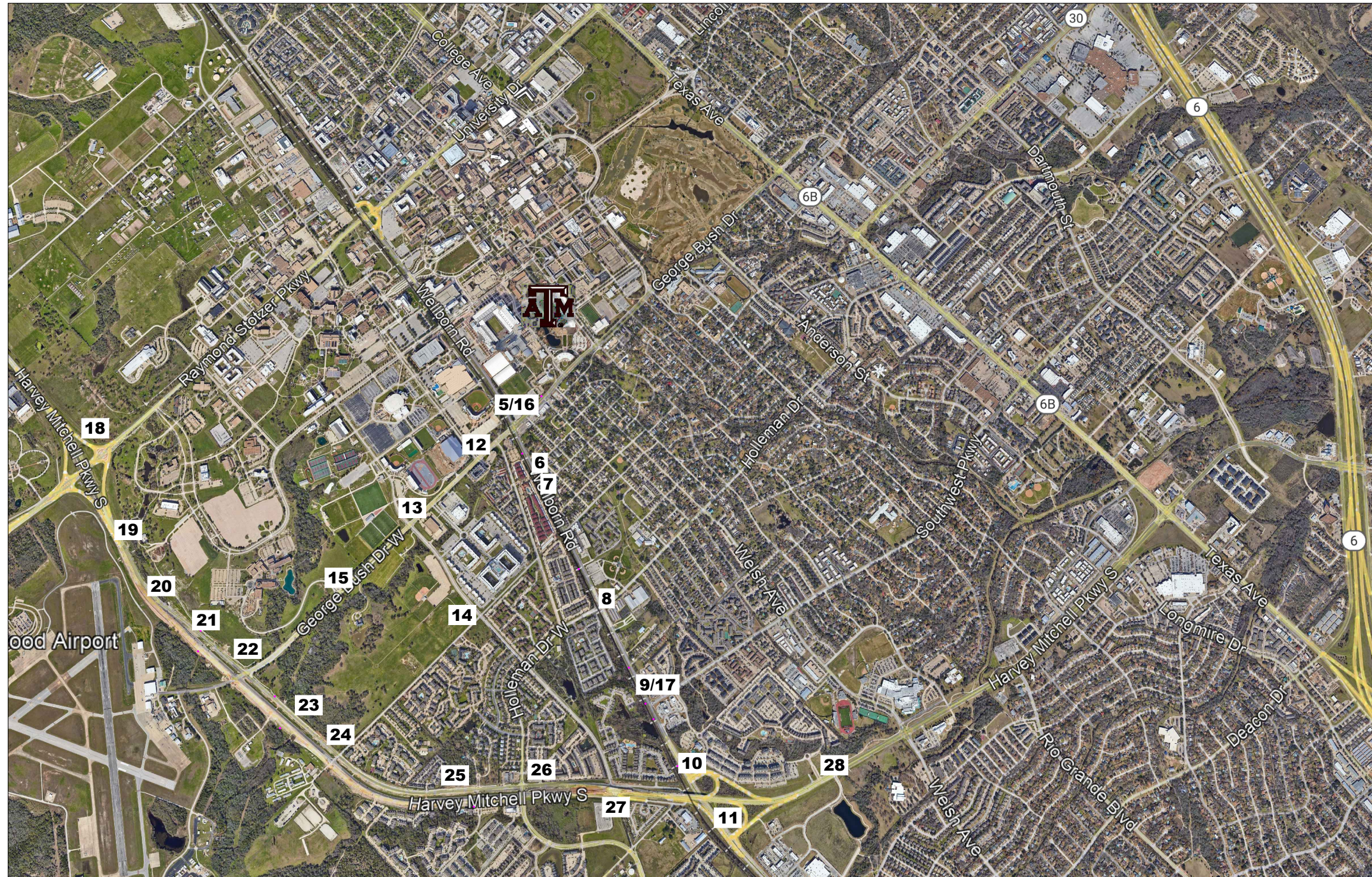
EXHIBIT A SCOPE OF SERVICES

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

This contract is for deploying and removing traffic devices at the locations specified in the Traffic Control Plan as well as returning the devices to the Public Works Operations Center. Signs, barricades and other traffic control devices shall be installed per the Texas Manual on Uniform Traffic Control Devices or as indicated on the Texas Department of Transportation standard sheets, if applicable.

See attached Texas A&M Football Post Game Traffic Control Plan as part of Exhibit A.

Reference BuyBoard Contract# 608-20.



INDEX OF SHEETS

1. Title Sheet
- 2A. General Notes & Deployment Plan
- 2B. Deployment Plan (Cont.) & Removal Plan
3. Specifications
- 4A. Wellborn Rd at University Dr
- 4B. Wellborn Rd at University Dr
5. Wellborn Rd at George Bush Dr
6. Wellborn Rd at Fidelity St
7. Wellborn Rd at Luther St
8. Wellborn Rd at Holleman Dr
9. Wellborn Rd at Southwest Pkwy
10. Wellborn Rd at FM 2818 North Intersection
11. Wellborn Rd at FM 2818 South of Intersection
12. George Bush Dr at Olsen Blvd
13. George Bush Dr at Penberthy Dr
14. Luther St at Penberthy Dr
15. George Bush Dr at Barbara Bush Dr
16. Wellborn Rd at George Bush Dr Modification
17. Wellborn Rd at Southwest Parkway Modification
18. FM 60 & FM 2818
19. FM 2818-STA 261+50 to 273+50
20. FM 2818-STA 273+50 to 283+50
21. FM 2818-STA 283+50 to 295+00
22. George Bush Dr & FM 2818
23. FM 2818-STA 307+00 to 319+00
24. Luther St & FM 2818
25. FM 2818-STA 341+00 to 352+00
26. Holleman Dr & FM 2818
27. Jones Buttler Rd & FM 2818
28. FM 2818 & Waxwing Lane @ HEB
29. Message Boards & Itinerary
- 30.- 45. TXDOT Standard Details

Texas A&M Football Post Game Traffic Control Plan

KYLE FIELD GAME DAY - JULY 15, 2024

In partnership between:



SHEET 1

GENERAL NOTES:

1. Necessary Operational Procedures:

a. Premark locations of traffic control devices with water based paint and maintain as needed. It is anticipated that most markings will not need to be remarked.

b. Traffic control devices included in this contract shall be picked up at the Public Works Operations Center on King Cole Drive before each TAMU football game. Pick-up times shall be coordinated with the Streets Manager or their designee.

c. Traffic control devices shall be deployed in accordance with the provided Deployment Plan. Any modifications to the plan must be discussed in advance and approved by the City.

d. Traffic control devices included in the plans may be staged, but not deployed until the start of the second quarter of the football game. This means that devices shall not be placed in the roadway and signs shall not be visible to traffic until the aforementioned times. (One exception is noted at Texas/Deacon).

e. Set-up cones, panels, and barricades in accordance with Traffic Control Plan.

f. Set-up temporary signs called out in the Traffic Control Plan.

g. Traffic control devices to be placed in a signalized intersection are to be placed per the plans once the traffic signal is in a flashing operation or a City of College Station representative provides direction to do so. The intersections of George Bush/Wellborn Road, George Bush/Olsen Blvd and FM 2818/Holleman Drive shall not have traffic control devices placed in the intersection until a College Station Police Officer arrives and provides the direction to do so.

h. All temporary traffic control devices shall remain in place and maintained by the contractor until notified by a College Station representative, typically the College Station Police Officer in charge of the post football game traffic operations. It is anticipated that removal of the devices will begin 2 hours after the football game ends; however, this is an estimate for informational purposes only and does not restrict or limit the City of College Station representative's decision regarding the duration of the post football game traffic operations.

i. All temporary traffic control devices will be removed when instructed in an orderly manner in accordance with the provided Removal Plan. Any modifications to the plan must be discussed in advance and approved by the City.

j. All traffic control devices included in this contract shall be picked up and returned to the Public Works Operations Center on King Cole Drive after each TAMU football game. Drop-off times shall be coordinated with the Streets Manager or their designee.
2. All traffic control signs and devices shall be placed and installed in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and TxDOT Traffic Engineering Standard Sheets for Barricade and Construction Standards. Sign Designs sheet shows the design formation for the Dual Right Turn sign, Left and Right Only sign, Bus Only Lane sign, Right Turn Only sign and U Turn sign.
3. Any variations to the traffic control plan shall be approved by the City Traffic Engineer or their designee.
4. Contractor shall provide at least limited access to all businesses and residences along roadway at all times.
5. Unless specified elsewhere in the plans, all signs shall be the standard size for conventional roads, per the TMUTCD.
6. All Portable Changeable Message Signs (PCMS) will be deployed, activated, deactivated, and returned to the Public Works Operations Center by Public Works employees. These plans do not include the need of the contractor's forces to assist or be responsible for the PCMS.
7. Contractor will be required to provide radios to communicate with personnel as well as with the City.
8. Contractor shall follow the provided plan unless directed otherwise by the Incident Commander, Streets Manager, or City Traffic Engineer.
9. Contractor shall stage vehicles in locations specified in the plans or as directed by the City during the pre-deployment meeting.

DEPLOYMENT PLAN:

West Luther @ FM 2818 (half time)

- Close left turn lane NB FM 2818
- Close SB u-turn lane FM 2818.

West Luther @ Penberthy

- Close NB Penberthy at West Luther at the start of the 3rd quarter

Penberthy @ Lot 63 driveway

- Close NB Penberthy at at the start of 3rd quarter

FM 2818 @ Stotzer Parkway (half time)

- Close northbound exit ramp to Stotzer
- Close ramp from WB Stotzer to SB FM 2818 (if needed - this is a game to game decision)

FM 2818 @ Holleman South

All traffic control devices will be placed at the beginning of the 4th quarter with officers onsite

Wellborn Rd. @ University (half time)

- Close exit ramp from eastbound University.
- Close exit ramp from northbound Wellborn to eastbound University
- Close left turn lane from southbound Wellborn to eastbound University

Wellborn Road

Start placing traffic control devices on Wellborn Rd. at FM 2818 going north at the beginning of the 2cd quarter. All devices are to be deployed and ready for operation when traffic control at George Bush/Wellborn Road is activated and officers are ready to move traffic.

Holleman @ Wellborn

Stage all traffic control devices and wait until the Wellborn Contraflow is fully deployed.

George Bush Drive

The details below are designed to allow transit operations to continue during all portions of the deployment operation; the order and timing of intersection closing is important.



CITY OF COLLEGE STATION
Home of Texas A&M University

KYLE FIELD - GAMEDAY 2024
TRAFFIC CONTROL PLAN

GENERAL NOTES
&
DEPLOYMENT PLAN

SHEET NO.
2A

DEPLOYMENT PLAN (Cont.)

Median Openings of George Bush between Olsen Blvd and Barbara Bush Drive

- Median openings at Barbara Bush and the Pearce Pavilion can be closed at half time.
- Median opening at Reed House can be closed just before Penberthy closure

George Bush @ FM 2818

Stage all traffic control devices and wait until 4th quarter to close off intersection. Stage all traffic control devices at Penberthy, Olsen and Marion Pugh intersections and wait until the aforementioned time. City of College Station Public Works, in coordination with Texas A&M Transportation will make decision to deploy remaining George Bush traffic control and George Bush/Wellborn intersection. When decision is made:

1. Close George Bush @ FM 2818
2. Close George Bush median opening at Reed House
3. Close Olsen Blvd - set up dual right turn from southbound Olsen to westbound George Bush; allow any westbound George Bush traffic to proceed west. Officers must be at the Olsen and Marion Pugh intersections before being closed.
4. Set up Marion Pugh intersection and two-way flow to Callaway House
 - a. Texas A&M Transit will continue normal operations until beginning of Step 5; buses will wait in westbound George Bush curb lane
5. George Bush @ Penberthy
 - Close Penberthy median opening.
6. Begin George Bush contraflow operations - VIP traffic (only) allowed across railroad tracks on westbound George Bush and moves to eastbound Bush Drive roadway at Olsen Blvd intersection.

George Bush @ Wellborn Rd.

Stage all traffic control devices and wait until 4th quarter. Officers must be at the intersection before closing. City of College Station Public Works, in coordination with Texas A&M Transportation will make decision to deploy George Bush/Wellborn intersection traffic control. As noted by the arrow on the plan sheet, there will be eastbound and westbound bus only lanes along George Bush Drive. The eastbound bus only lane will cross between the cones used to delineate the southbound Wellborn Road travel lanes through the intersection. The two cones on either side of the eastbound bus only lane need to be spaced 10 ft apart. The remainder of the cones are to be spaced per the plan sheet. Center of George Bush median to be closed at halftime, close everything along the center of George Bush Dr. Penberthy intersection will be the exception, and left open.

REMOVAL PLAN

While it is not required, it is anticipated that 3 to 4 crews will be needed to quickly pick up the traffic control devices. Below is the plan for picking up the traffic control devices. Alternatives for more efficient methods of picking up the traffic control devices must be submitted to the City for approval. However, the pick-up of the traffic control devices does not start until the City of College Station representative provides the instruction to do so. A contractor representative should be with the College Station representative, or at least be available by radio to receive the go ahead to begin the pickup process.

Crew #1

A crew should start picking up the traffic control devices at the Wellborn Road and University Drive intersection, then travel to the Stotzer Blvd/FM 2818 interchange to pick up grabber cones at the westbound to southbound FM 2818 . Then, work down to the northbound FM 2818 exit ramp to FM 60 and pick up the devices. After this area has been picked up, the crew can pick up the traffic control devices at the FM 2818/Luther intersection followed by the Luther/Penberthy intersection. The crew should continue north on Penberthy picking up the traffic control devices along the way. If needed, this crew can assist Crew #3 in picking up the devices along George Bush, but only after Crew #3 arrives at the George Bush/Penberthy intersection.

Crew #2&3

Two crews should be ready to start picking up the traffic control devices at the Wellborn Road and George Bush intersection because you will need to be able to clear the intersection within 7 minutes after receiving the go ahead from the College Station representative at the intersection. The crew will remove the traffic control devices on the north intersection leg. Then College Station Police Officers will shut down the intersection by stopping all traffic approaching the intersection. The crews will have 2 minutes to pick up the devices between the two southbound travel lanes through the intersection and on the south leg. After this, the southbound traffic will be released to proceed through the intersection toward FM 2818. During the time between minutes 2 and 7, Crew #2 will finish picking up the traffic control devices in the intersection. Crew #2 will then move to the east side of the intersection while officers allow Bush traffic to turn from westbound to southbound for a few minutes. Crew #2 will then pick up devices on east side of intersection while officers hold George Bush traffic. Crew #3 begins picking up the traffic control devices on the west leg of George Bush between Wellborn Road and Olsen Drive (Crew 3 needs to be positioned on George Bush, west of Wellborn Road and out of the intersection before the 2 minutes have expired). **Note, the barricades at the track for westbound traffic shall stay in place until all of the traffic control devices between Wellborn Road and Olsen Drive have been picked up - a member of Crew #3 can circle back to pick up these devices before rejoining the crew to pick up the remaining traffic control devices on George Bush Drive.**

Crew #2

Will continue picking up the devices on Wellborn Road toward FM 2818. Once this crew is south of the Bush/Wellborn intersection (at the end of 7 minutes), the traffic on George Bush will be released and allowed to turn onto southbound Wellborn Road toward FM 2818 and signals will return to normal operation.

Crew #3

Will then drive west in the eastbound lanes (counter flow) and remove traffic control at Penberthy/George Bush intersection. Crew #3 will continue westbound in the eastbound lanes and remove traffic control at Reed House and Barbara Bush median opening. Crew #3 will continue west in the eastbound George Bush lanes (still traveling counter to the George Bush/FM 2818 intersection and remove devices. Crew #3 will return eastbound in the (now open) eastbound lanes to pick up traffic control at the Pearce Pavilion median.

Crew #4

This crew should start on the east side of the Wellborn Road and Holleman intersection picking up the traffic control devices and move to the west side. They will then travel to the FM 2818/Holleman Drive intersection to pick up the traffic control devices there.



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KYLE FIELD - GAMEDAY 2024
TRAFFIC CONTROL PLAN

DEPLOYMENT PLAN (Cont.)
&
REMOVAL PLAN

SHEET NO.
2B

ITEM 502
BARRICADES, SIGNS, TRAFFIC HANDLING AND MOBILIZATION

502.1. Description. Provide, install, move, replace, maintain, clean, and remove upon completion of the post special event traffic control effort as established by a City of College Station representative all barricades, signs, cones, lights, and other traffic control devices used for traffic handling as indicated on

the plans and as directed. Mobilization costs (i.e., the movement of personnel, equipment, and supplies to and from the project or the vicinity of the project site to begin work or complete work on Contract Items) and attendance to a debriefing meeting during the week following each TAMU football game will be considered subsidiary to this item.

502.2. Construction. Provide traffic control devices that conform to details shown on the plans, the TMUTCD, and the Compliant Work Zone Traffic Control Device List (CWZTCDL) maintained by the Texas Department of Transportation Traffic Operations Division.

A. Implementation. Before beginning work, designate in writing a Contractor's Responsible Person (CRP) to be the representative of the Contractor who is responsible for taking or directing corrective measures of installation and maintenance deficiencies as soon as possible. The CRP must be accessible by phone, on site during the special event, and able to respond to emergencies 24 hours per day during the event. Follow the traffic control plan (TCP) and install traffic control devices as shown on the plans and as directed. Install traffic control devices straight and plumb. Do not make changes to the location of any device or implement any other changes to the TCP without the approval of the City of College Station representative. Minor adjustments to meet field constructability and visibility are allowed. Submit Contractor-proposed TCP changes, signed and sealed by a licensed professional engineer, to the Engineer for approval. The Engineer may develop, sign, and seal Contractor-proposed changes. Changes must conform to guidelines established in the TMUTCD using approved products from the CWZTCDL. Maintain traffic control devices by taking corrective action as soon as possible. Corrective action includes but is not limited to cleaning, replacing, straightening, covering, or removing devices. Maintain the devices such that they are properly positioned, spaced, and legible, and that retroreflective characteristics meet requirements during darkness and rain.

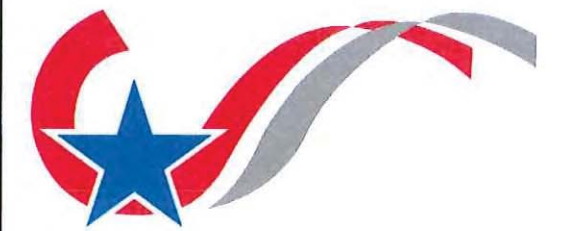
B. Flaggers. Provide a Contractor representative who has been certified as a flagging instructor through courses offered by the Texas Engineering Extension Service, the American Traffic Safety Services Association, the National Safety Council, or other approved organizations, if flagging operations are necessary or required. Provide the certificate indicating course completion when requested. This representative is responsible for training and assuring that all flaggers are qualified to perform flagging duties. A qualified flagger must be independently certified by one of the organizations listed above or trained by the Contractor's certified flagging instructor. Provide the Engineer with a current list of qualified flaggers before beginning flagging activities. Use only flaggers on the qualified list. Flaggers must be courteous and able to effectively communicate with the public. When directing traffic, flaggers must use standard attire, flags, signs, and signals and follow the flagging procedures set forth in the TMUTCD.

C. Removal. Upon completion of the post special event traffic control effort as established by a City of College Station representative, remove all barricades, signs, cones, lights, and other traffic control devices used for work-zone traffic handling, unless otherwise shown on the plans.

502.1. Measurement. This Item will be measured by the lump sum for each special event.

502.2. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Barricades, Signs, and Traffic Handling" for the date of the specified special event. This price is full compensation for installation, maintenance, adjustments, replacements, removal, materials, equipment, labor, tools, incidentals, and mobilization needed for the individually specified special event.

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KYLE FIELD - GAMEDAY 2024 TRAFFIC CONTROL PLAN
SPECIFICATIONS
SHEET NO. 3



CITY OF COLLEGE STATION

Home of Texas A&M University®

Game Day Traffic Control

**Wellborn Road
and University Drive**

Legend/Supply Totals

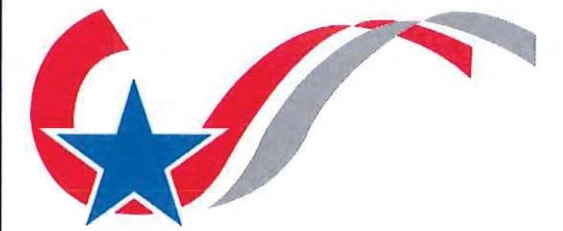
-  50 x Cones
-  2 x No Right Turn Sign w/ Temporary Support
-  1 x No Left Turn Sign

Sheet 4-A



RANDELL J. SMITH, PE 8.22.2023

NOTE: Signs, barricades, and other traffic control devices shall be installed per the Texas Manual on Uniform Traffic Control Devices or as indicated on the Texas Department of Transportation standard sheets, if applicable.



CITY OF COLLEGE STATION

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Game Day Traffic Control

Wellborn Road
and University Drive

Legend/Supply Totals

▲ 7 x Cones

⊘ 2 x No Right Turn Sign w/ Temporary Support

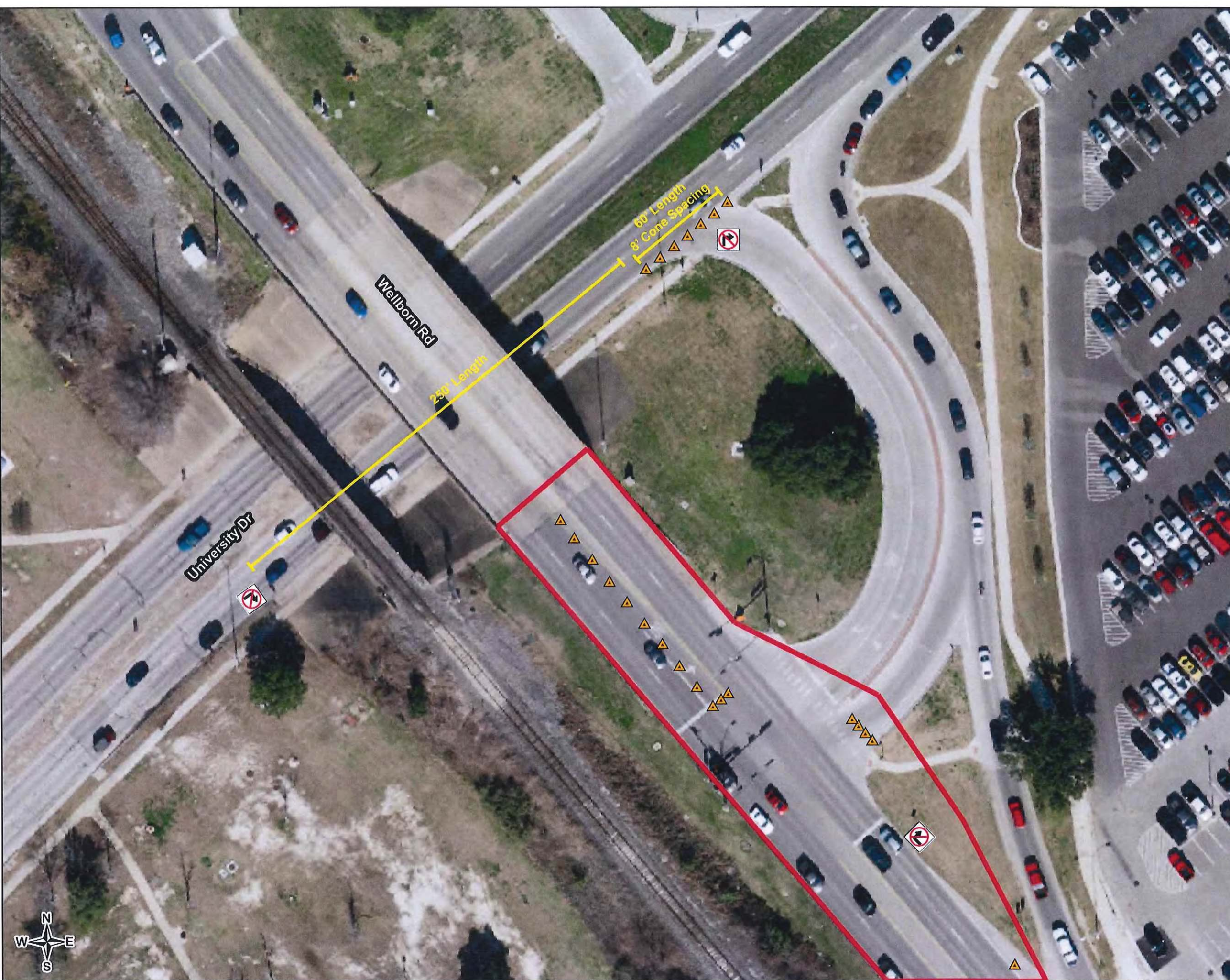
Sheet 4-B



Randell J. Smith
RANDELL J. SMITH, P.E. 8.22.2023

NOTE: All signs and cones seen within this boundary are shown on Sheet 4-A.

NOTE: Signs, barricades, and other traffic control devices shall be installed per the Texas Manual on Uniform Traffic Control Devices or as indicated on the Texas Department of Transportation standard sheets, if applicable.



WELLBORN RD.
At George Bush

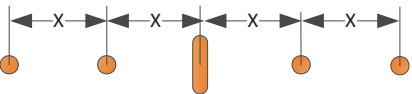


APPROX. SCALE
50 ft
SHEET 5

LEGEND

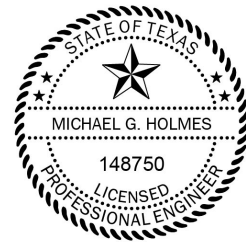
DEVICE		QNTY
	Vertical Panels (VPs) or 42in "Grabber" Cone	65
	42in "Grabber" Cone	20
	Opposing Traffic Lane Dividers (OTLDs)	4
	Portable Changeable Message Signs (PCMS)	2
	Static sign (on temporary support)	8
	Type I Portable Barricade	4
	28in Cone	22
	Officer	4
	Bus Only Lane	

Typical Spacing between VPs and OTLDs



The spacing between cones, tubular markers, vertical panels, drums, and barricades should not exceed a distance in feet equal to 1.0 times the speed limit in mph when used for taper channelization, and a distance in feet equal to 2.0 times the speed limit in mph when used for tangent channelization.

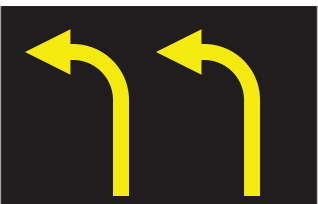
Modification 1: See
Sheet 16



Michael Holmes 7/12/24

(PCMS to be installed by City of
College Station forces)

PCMS Phase I



PCMS Phase II

USE TWO
LANES AT
WELLBORN

PCMS

8 cones @
20 ft spacing



BUS
LANE
ONLY

120 Ft Taper
(7 cones @
25 ft Spacing)

3 cones @
4 ft spacing

50 ft gap
for Buses

10 panels @
5 ft spacing



150 ft @ 20
ft spacing

180 Ft Taper
(9 cones @ 20 ft Spacing)

PCMS Phase I

NO TURNS
AT
G BUSH

PCMS Phase II

KEEP
RIGHT

(PCMS to be installed by City of
College Station forces)

14 panels @
20 ft spacing

Buses Only
(Controlled by Officer)

100 ft @
20 ft spacing



ONLY

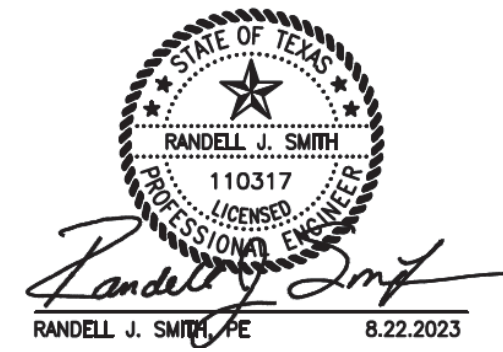
R3-5

CW6-4

Match Line

Note: 3 - 4 Cones
Added for 2024
Season

Marion Pugh



WELLBORN RD. At Fidelity

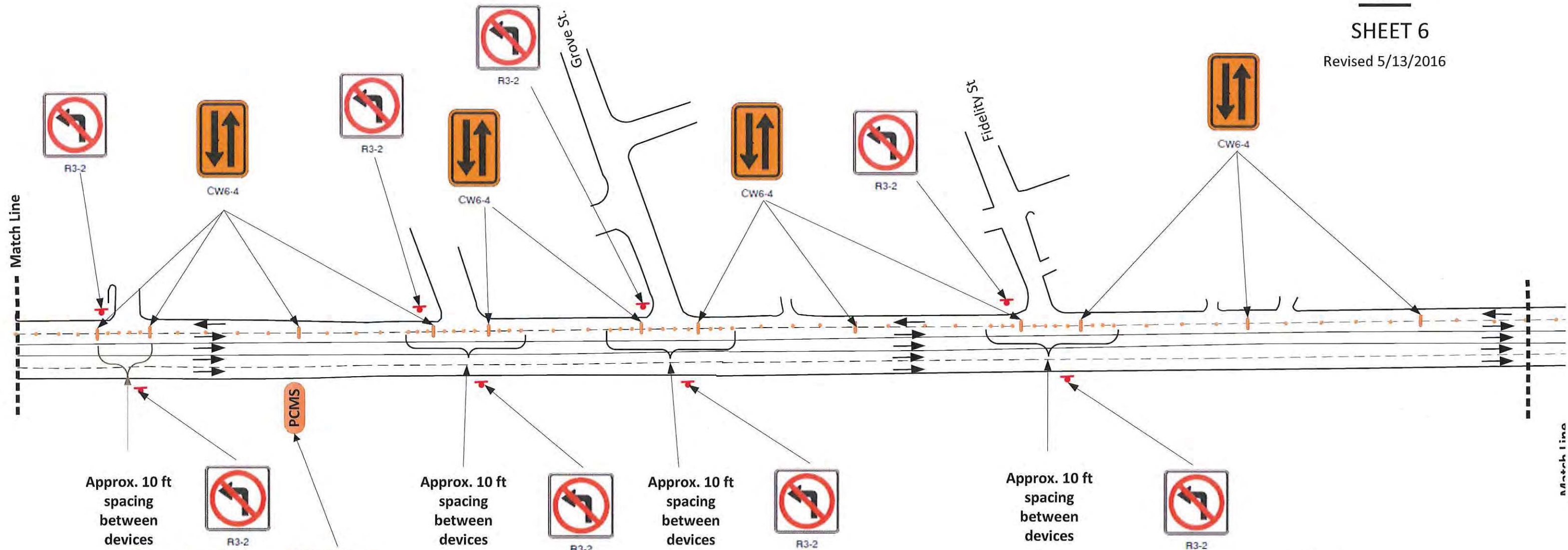


APPROX. SCALE

50 ft

SHEET 6

Revised 5/13/2016

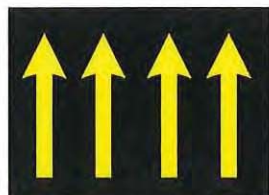


Approx. 10 ft
spacing
between
devices



PCMS Phase I

PCMS Phase II



(PCMS to be installed by City of
College Station forces)

Approx. 10 ft
spacing
between
devices



Approx. 10 ft
spacing
between
devices



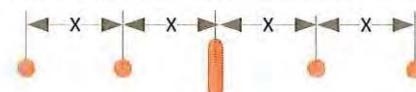
Approx. 10 ft
spacing
between
devices



LEGEND

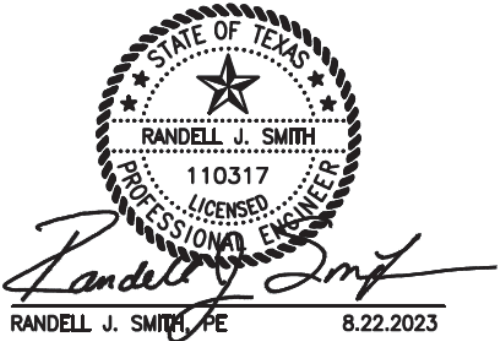
DEVICE		QNTY
	Vertical Panels (VPs) or 42in "Grabber" Cone	63
	42in "Grabber" Cone	-
	Opposing Traffic Lane Dividers (OTLDs)	12
	Portable Changeable Message Signs (PCMS)	1
	Static sign (on temporary support)	8
	Type III Portable Barricade	-

Typical Spacing between VPs and OTLDs



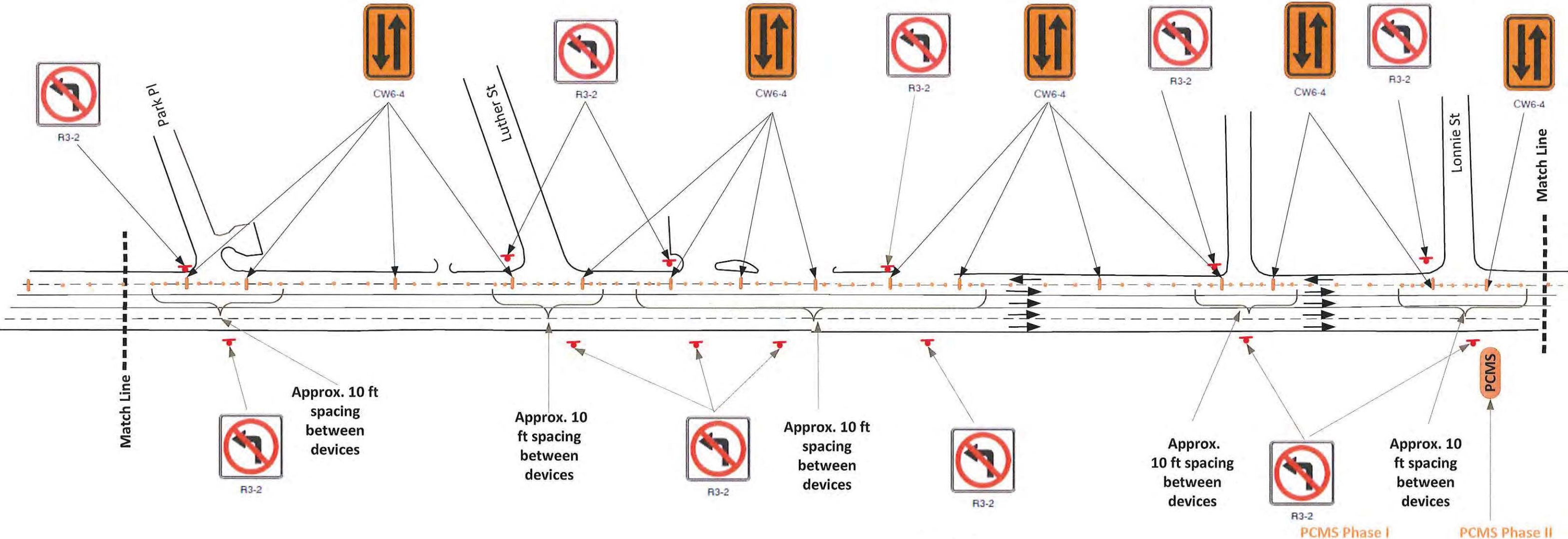
The spacing between cones, tubular markers, vertical panels, drums, and barricades should not exceed a distance in feet equal to 1.0 times the speed limit in mph when used for taper channelization, and a distance in feet equal to 2.0 times the speed limit in mph when used for tangent channelization.

WELLBORN RD.
At Luther St.

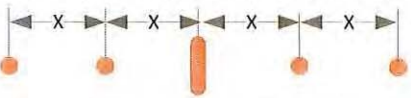


APPROX. SCALE
50 ft

SHEET 7
Revised 5/13/2016



Typical Spacing between VPs and OTLDs



The spacing between cones, tubular markers, vertical panels, drums, and barricades should not exceed a distance in feet equal to 1.0 times the speed limit in mph when used for taper channelization, and a distance in feet equal to 2.0 times the speed limit in mph when used for tangent channelization.

LEGEND

DEVICE	QNTY
Vertical Panels (VPs) or 42in "Grabber" Cone	75
42in "Grabber" Cone	-
Opposing Traffic Lane Dividers (OTLDs)	15
PCMS	1
Static sign (on temporary support)	13
Type III Portable Barricade	-



(PCMS to be installed by City of College Station forces)

WELLBORN RD.
At Holleman Dr.

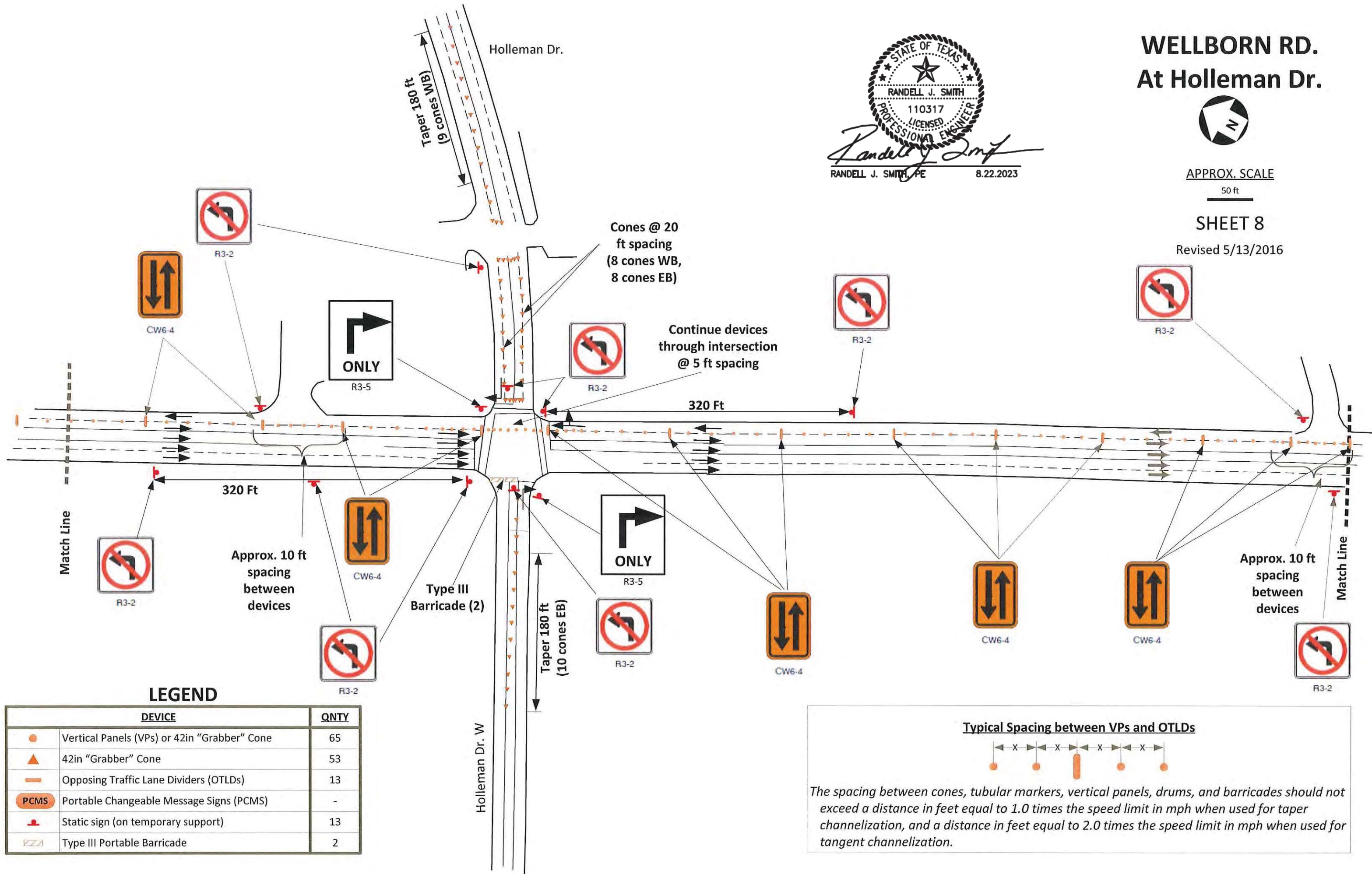


STATE OF TEXAS
★
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER
Randell J. Smith
RANDELL J. SMITH, P.E. 8.22.2023

APPROX. SCALE
50 ft

SHEET 8

Revised 5/13/2016



LEGEND

DEVICE	QNTY
Vertical Panels (VPs) or 42in "Grabber" Cone	65
42in "Grabber" Cone	53
Opposing Traffic Lane Dividers (OTLDs)	13
PCMS Portable Changeable Message Signs (PCMS)	-
Static sign (on temporary support)	13
Type III Portable Barricade	2

Typical Spacing between VPs and OTLDs

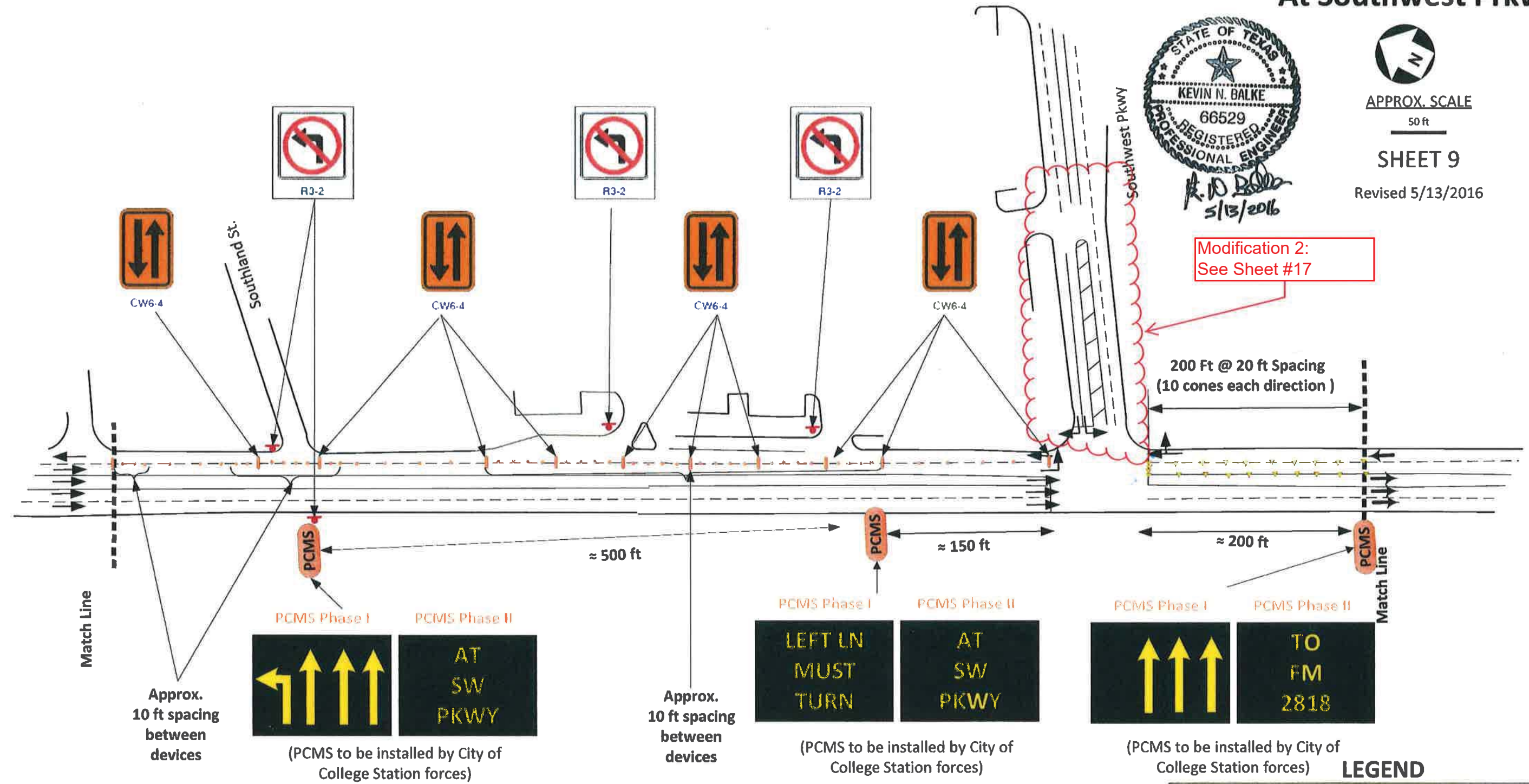
The spacing between cones, tubular markers, vertical panels, drums, and barricades should not exceed a distance in feet equal to 1.0 times the speed limit in mph when used for taper channelization, and a distance in feet equal to 2.0 times the speed limit in mph when used for tangent channelization.

WELLBORN RD. At Southwest Prkwy



APPROX. SCALE
50 ft
SHEET 9
Revised 5/13/2016

Modification 2:
See Sheet #17



Approx. 10 ft spacing between devices

PCMS Phase I

PCMS Phase II

AT SW PKWY

(PCMS to be installed by City of College Station forces)

Approx. 10 ft spacing between devices

PCMS Phase I

LEFT LN MUST TURN

PCMS Phase II

AT SW PKWY

(PCMS to be installed by City of College Station forces)

Approx. 10 ft spacing between devices

PCMS Phase I

PCMS Phase II

TO FM 2818

(PCMS to be installed by City of College Station forces)

LEGEND

DEVICE	QNTY
Vertical Panels (VPs) or 42 in "Grabber" Cone	46
42in "Grabber" Cone	22
Opposing Traffic Lane Dividers (OTLDs)	10
PCMS	3
Static sign (on temporary support)	4
Type III Portable Barricade	-

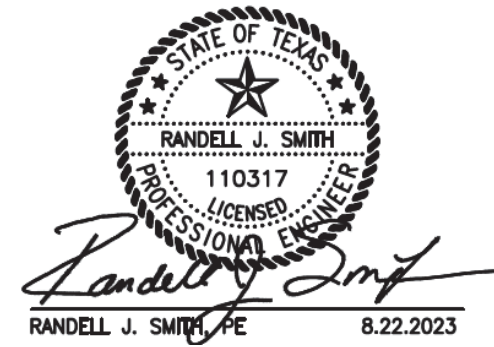
Typical Spacing between VPs and OTLDs



The spacing between cones, tubular markers, vertical panels, drums, and barricades should not exceed a distance in feet equal to 1.0 times the speed limit in mph when used for taper channelization, and a distance in feet equal to 2.0 times the speed limit in mph when used for tangent channelization



For Modification 2 Only



WELLBORN RD. North of FM 2818

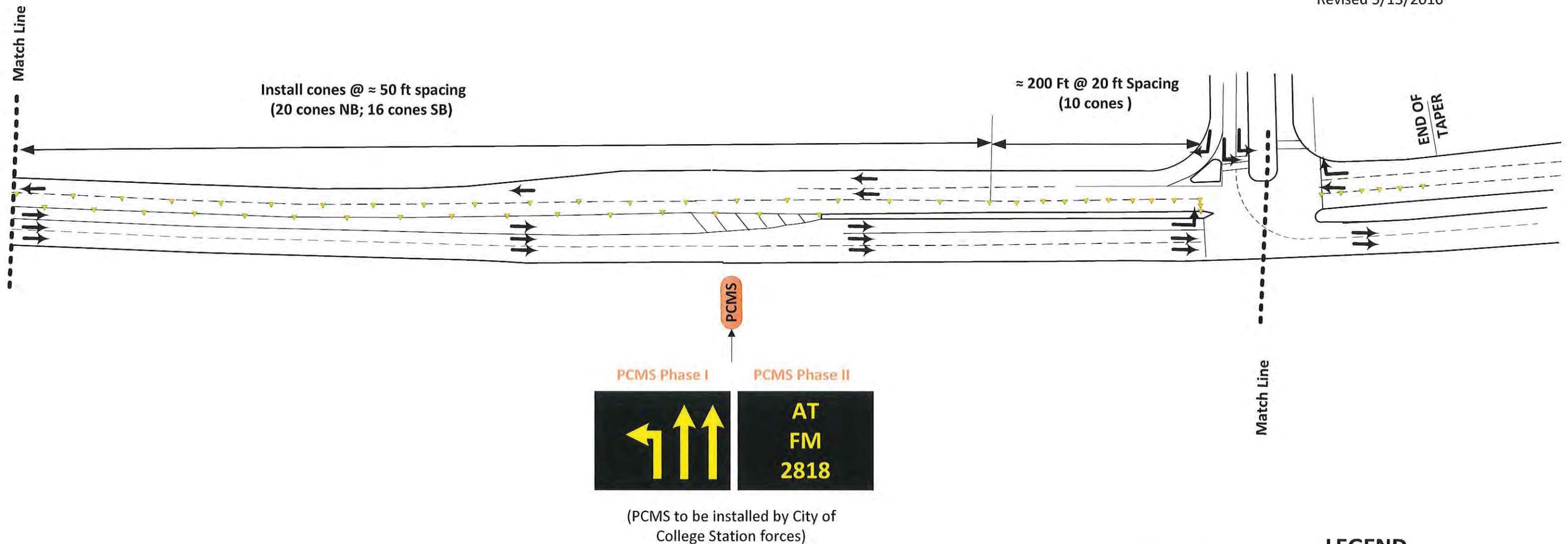


APPROX. SCALE

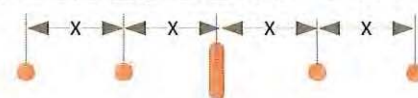
50 ft

SHEET 10

Revised 5/13/2016



Typical Spacing between VPs and OTLDs



The spacing between cones, tubular markers, vertical panels, drums, and barricades should not exceed a distance in feet equal to 1.0 times the speed limit in mph when used for taper channelization, and a distance in feet equal to 2.0 times the speed limit in mph when used for tangent channelization.

LEGEND

DEVICE	QNTY
Vertical Panels (VPs) or 42in "Grabber" Cones	-
42in "Grabber" Cone	52
Opposing Traffic Lane Dividers (OTLDs)	-
PCMS	1
Static sign (on temporary support)	-
Type I Portable Barricade	-

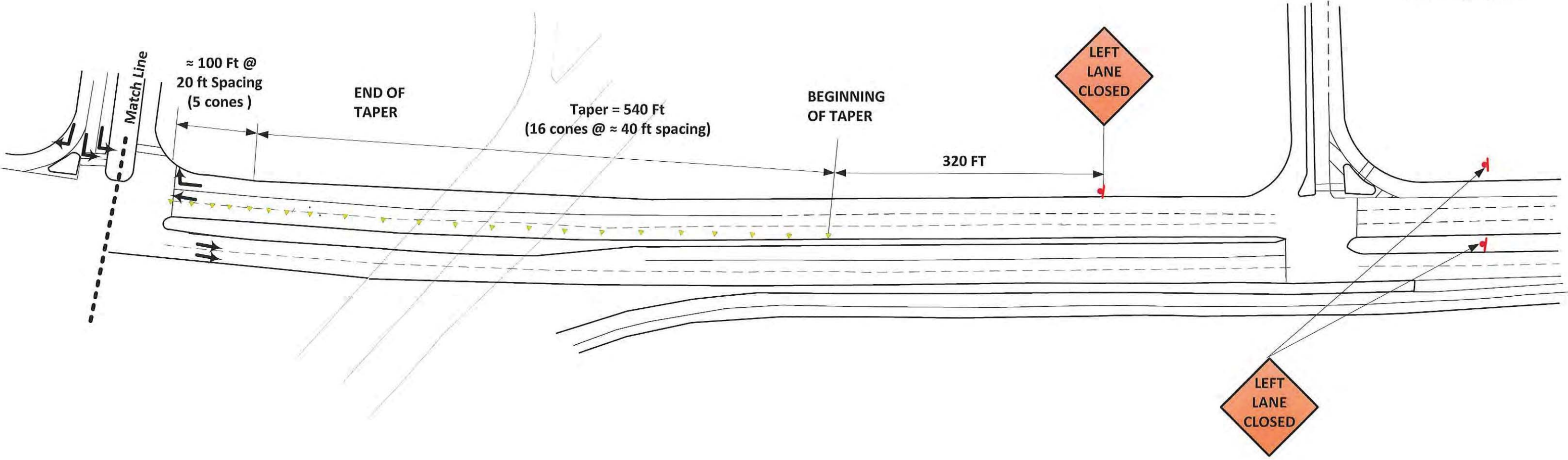
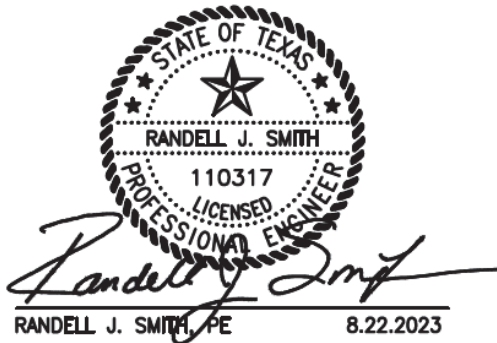
WELLBORN RD.
South of FM 2818



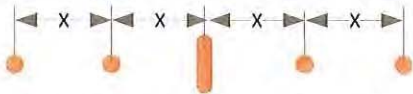
APPROX. SCALE
50 ft

SHEET 11

Revised 5/13/2016



Typical Spacing between VPs and OTLDs



The spacing between cones, tubular markers, vertical panels, drums, and barricades should not exceed a distance in feet equal to 1.0 times the speed limit in mph when used for taper channelization, and a distance in feet equal to 2.0 times the speed limit in mph when used for tangent channelization.

LEGEND

DEVICE	QNTY
Vertical Panels (VPs) or 42in "Grabber Cones"	-
42in "Grabber" Cone	22
Opposing Traffic Lane Dividers (OTLDs)	-
PCMS Portable Changeable Message Signs (PCMS)	-
Static sign (on temporary support)	3
Type I Portable Barricade	-



CITY OF COLLEGE STATION

Home of Texas A&M University®

Game Day Traffic Control

George Bush Drive, Olson &
Marion Pugh

Legend/Supply Totals

- 63 x Cones
- 1 x Opposite Traffic Lane Dividers
- 1 x Double Right Turn w/ Support

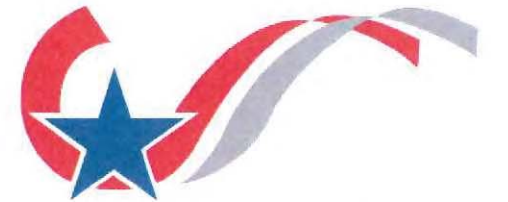
Sheet 12

- 1 x No Right Turn w/ support



Randell J. Smith
 RANDELL J. SMITH, PE 8.22.2023

NOTE: Signs, barricades, and other traffic control devices shall be installed per the Texas Manual on Uniform Traffic Control Devices or as indicated on the Texas Department of Transportation standard sheets, if applicable.



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

Game Day Traffic Control
George Bush Drive
And Penberthy Drive

Legend/Supply Totals

-  36 x Grabber Cones
-  29 x Cones
-  2 x No Left Turn Sign w/ Temporary Support
-  13 x Type 3 Barricades

Sheet 13



Randell J. Smith
RANDELL J. SMITH, P.E. 8.22.2023

Note: Signs, barricades, and other traffic control devices shall be installed per the Texas Manual on Uniform Traffic Control Devices or as indicated on the Texas Department of Transportation standard sheets, if applicable.





LEGEND:

- LEGEND:**

 -  RAISED MEDIAN (UNDER CONSTRUCTION)
 -  AREA UNDER CONSTRUCTION
 -  OPEN LANES
 -  CLOSED LANES
 -  A&M TRANSIT AND VIP ONLY
 -  42" GRABBER CONE
 -  TYPE III BARRICADE
 -  PORTABLE CHANGEABLE MESSAGE SIGN
 -  OFFICER
 -  CITY TRUCK
 -  SIGN WITH TEMPORARY SUPPORT

- | | | |
|-----|---|--------|
| 2 X |  | R3-2 |
| 1 X |  | R11-2 |
| 1 X |  | M4-10L |

NOTES:

1. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
2. PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
3. PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.



Michael Holmes 5/24/24



0' 25' 50' 100'

KYLE FIELD - JUNE 2024 EVENTS
TRAFFIC CONTROL PLAN

LUTHER STREET &
PENBERTHY BLVD

SHEET NO.
14



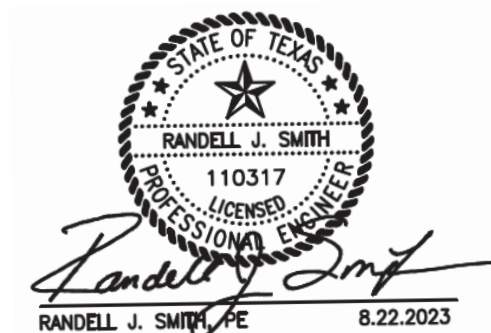
CITY OF COLLEGE STATION
Home of Texas A&M University®

Game Day Traffic Control
George Bush Drive
And Barbara Bush Drive

Legend/Supply Totals

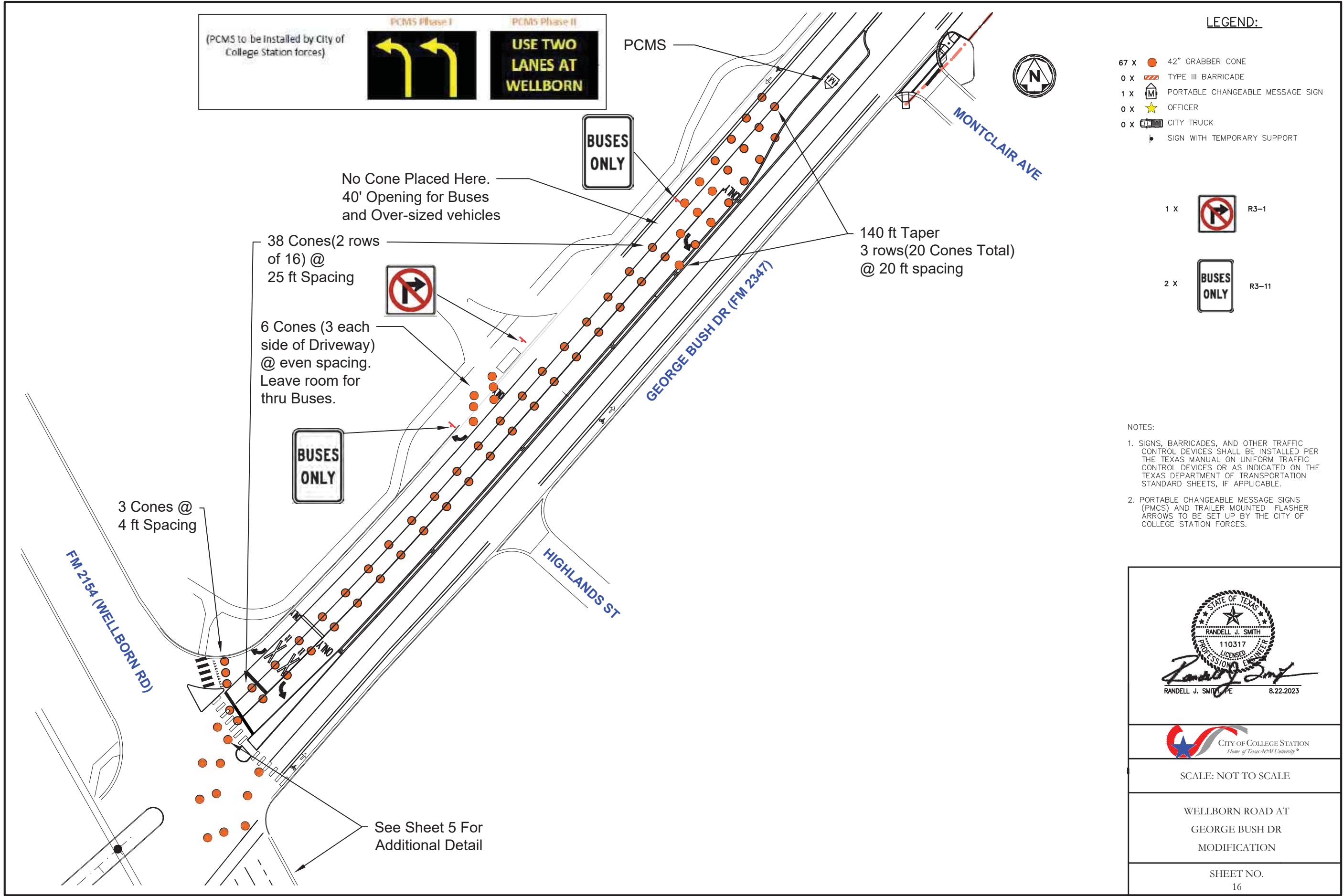
-  36 x Grabber Cones
-  8 x Cones
-  1 x No Left Turn Sign w/ Temporary Support
-  1 x Type 3 Barricade

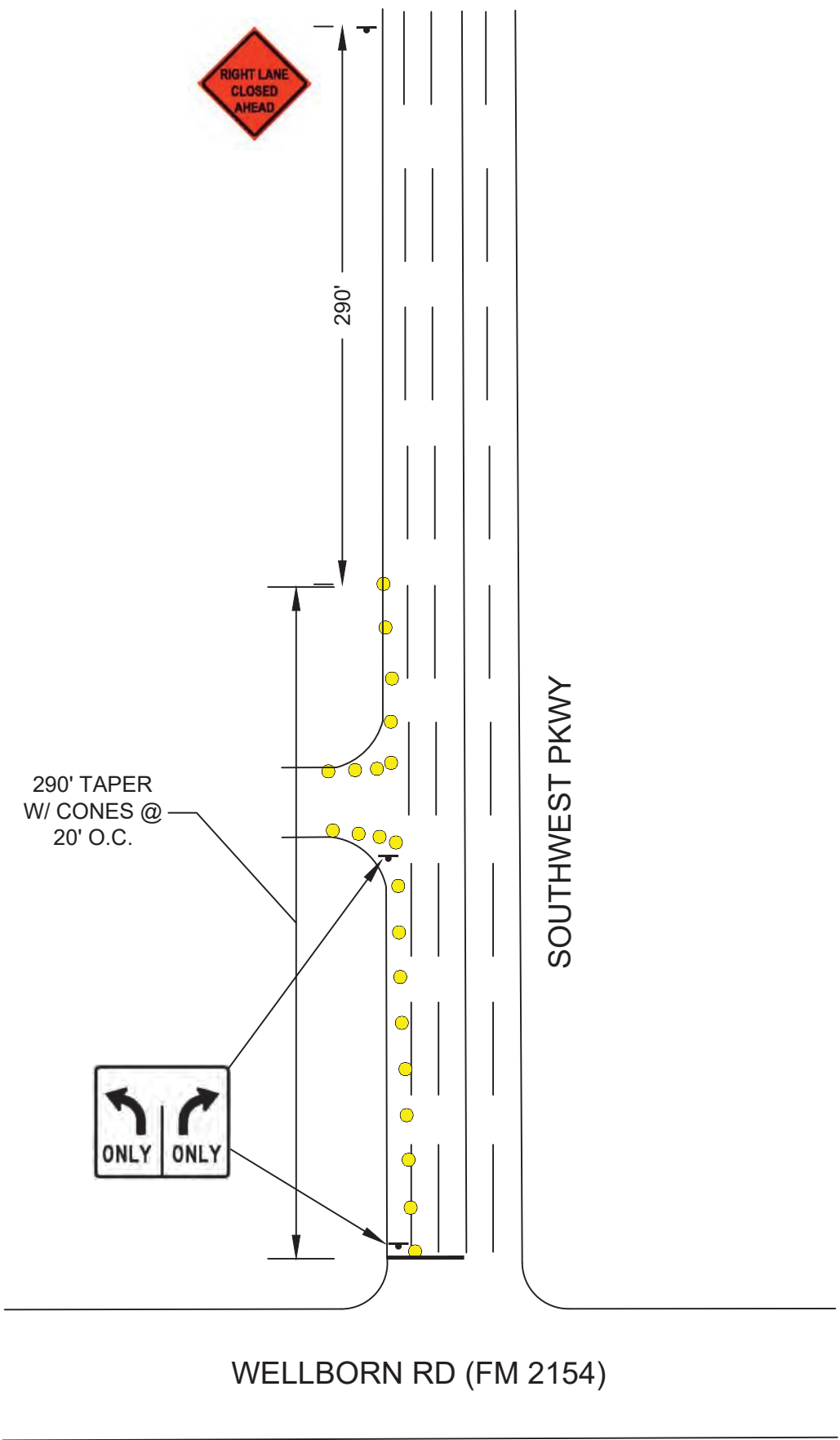
Sheet 15



Note: Signs, barricades, and other traffic control devices shall be installed per the Texas Manual on Uniform Traffic Control Devices or as indicated on the Texas Department of Transportation standard sheets, if applicable.

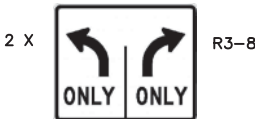




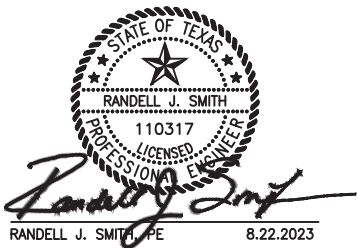


LEGEND:

- COMPLETED CONSTRUCTION
- CURRENT CONSTRUCTION
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 21 X 42" GRABBER CONE
- 0 X TYPE III BARRICADE
- 0 X PORTABLE CHANGEABLE MESSAGE SIGN
- 0 X OFFICER
- 0 X CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT



- NOTES:
- SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
 - PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.



SCALE: NOT TO SCALE

WELLBORN RD AT
SOUTHWEST PARKWAY
MODIFICATION

SHEET NO.
17

LEGEND:



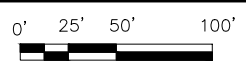
- RAISED MEDIAN
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 34 X 42" GRABBER CONE
- 6 X TYPE III BARRICADE
- 0 X PORTABLE CHANGEABLE MESSAGE SIGN
- 0 X OFFICER
- 0 X CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT

- 3 X R3-2
- 1 X R3-1
- 2 X ROAD CLOSED R11-2

- NOTES:
1. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
 2. PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
 3. PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

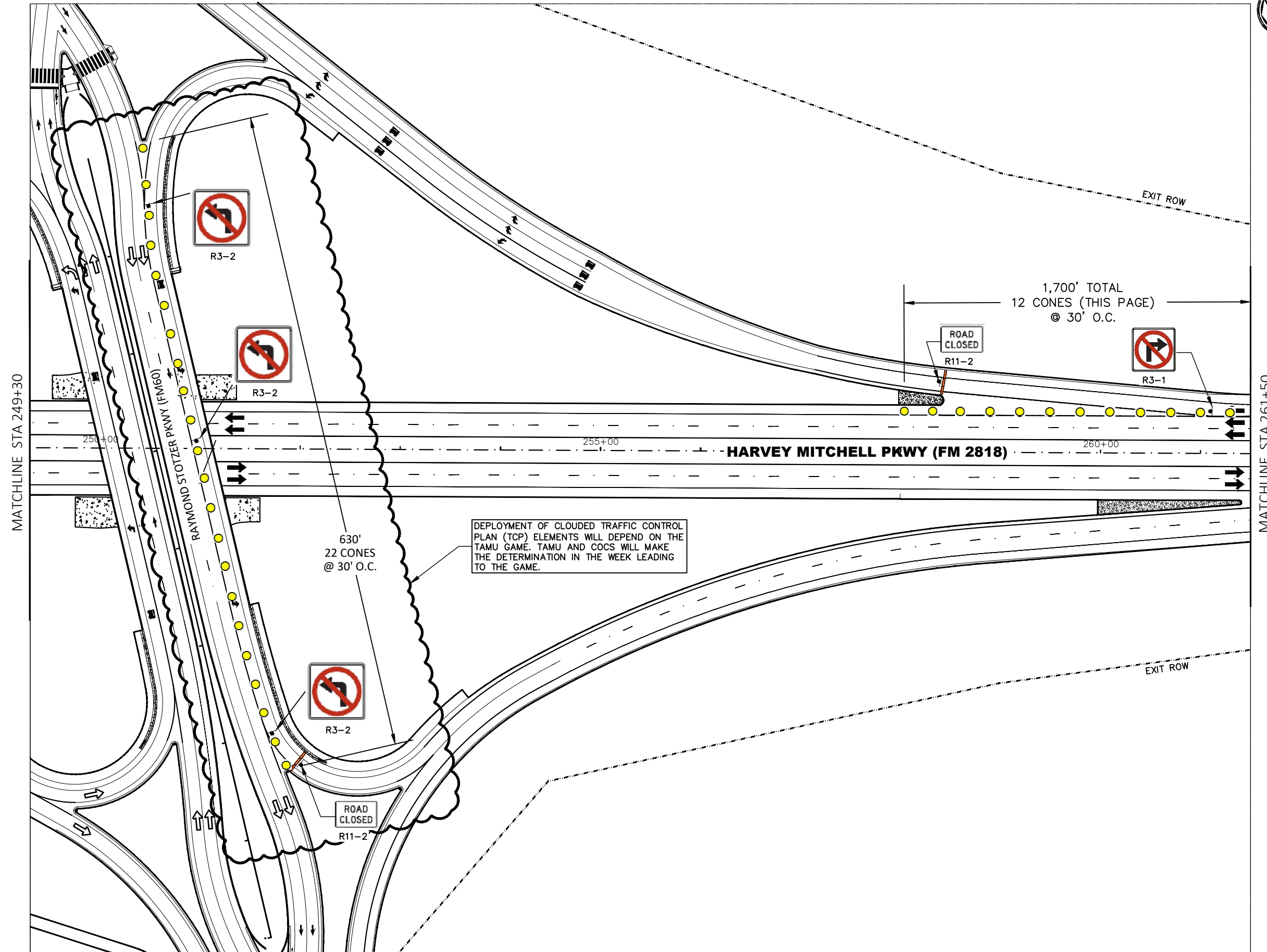


Michael Holmes 7/12/24



KYLE FIELD - GAMEDAY 2024
TRAFFIC CONTROL PLAN
RAYMOND STOTZER PKWY & FM 2818
TO STA 261+50

SHEET NO.
18



LEGEND:



- RAISED MEDIAN
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 41 X 42" GRABBER CONE
- 0 X TYPE III BARRICADE
- 0 X PORTABLE CHANGEABLE MESSAGE SIGN
- 0 X OFFICER
- 0 X CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT

1 X RAMP CLOSED R11-2bT

1 X RAMP CLOSED AHEAD CW20RP-3D

NOTES:

- SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
- PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
- PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.



Michael Holmes 7/12/24

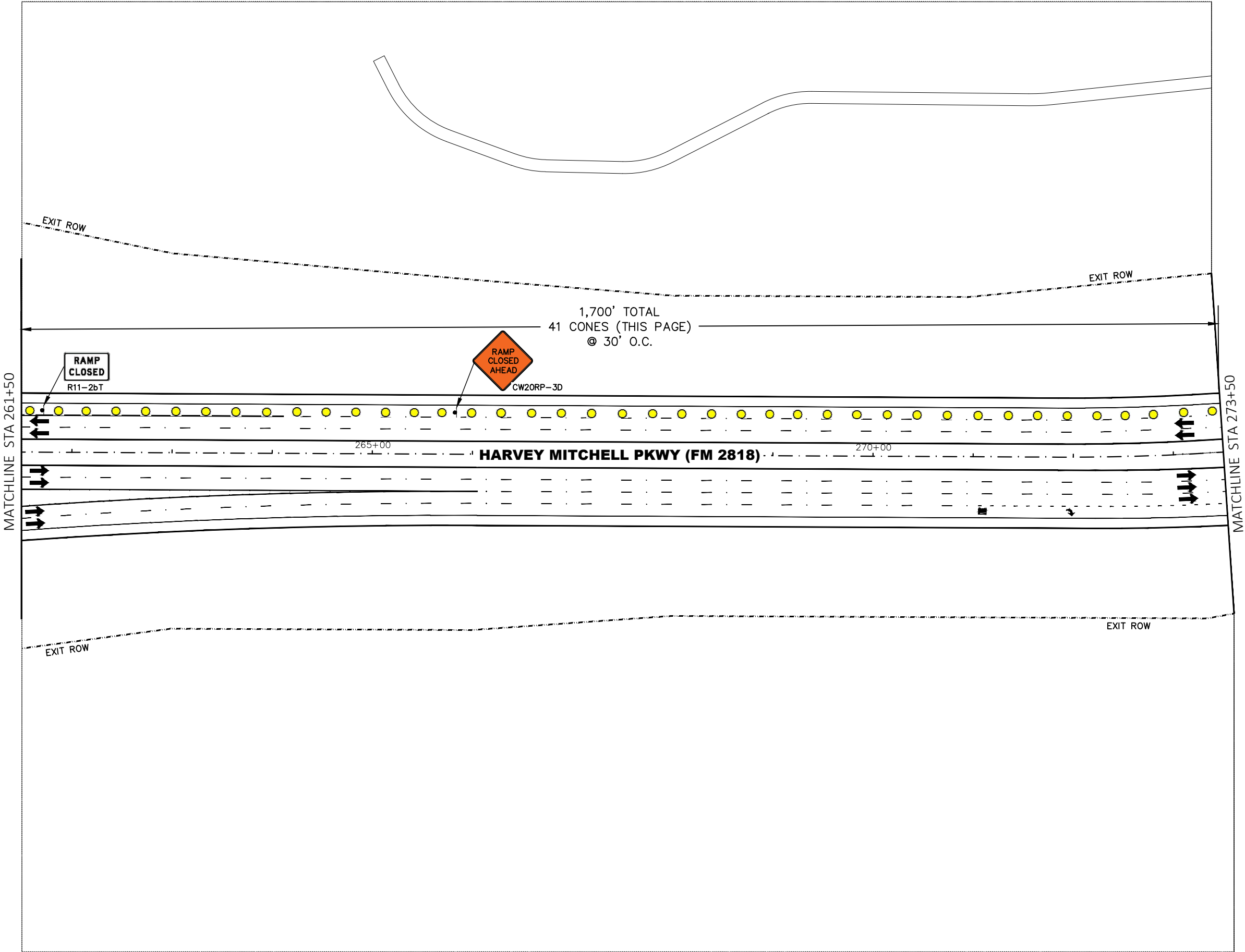


0' 25' 50' 100'

KYLE FIELD - GAMEDAY 2024
TRAFFIC CONTROL PLAN

STA 261+50 TO STA 273+50

SHEET NO.
19



LEGEND:

 RAISED MEDIAN

 OPEN LANES

 CLOSED LANES

 A&M TRANSIT AND VIP ONLY

26 X

 42" GRABBER CONE

0 X

 TYPE III BARRICADE

0 X

 PORTABLE CHANGEABLE MESSAGE SIGN

0 X

 OFFICER

0 X

 CITY TRUCK

0 X

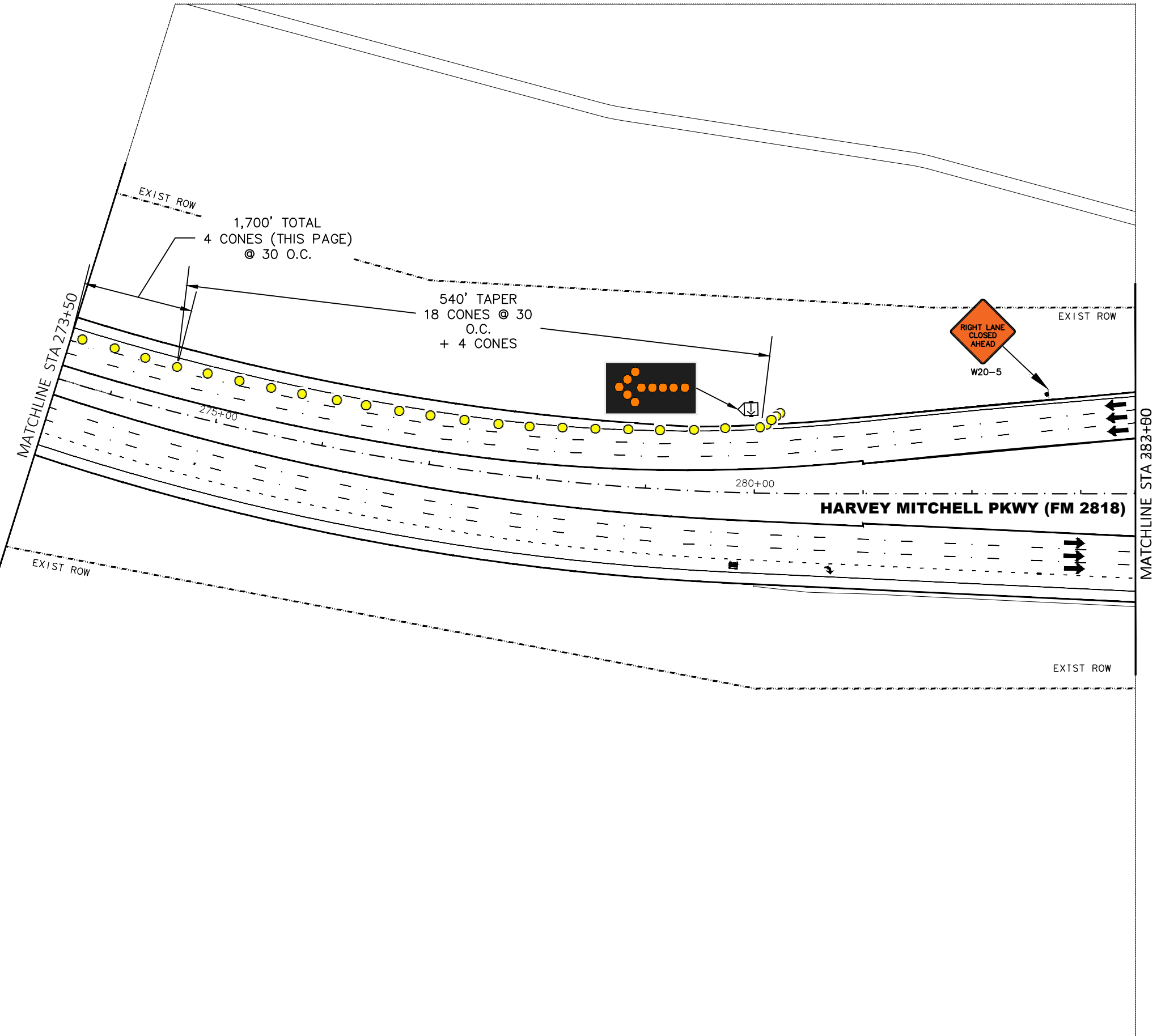
 SIGN WITH TEMPORARY SUPPORT

1 X

 ARROW BOARD

1 X

 RIGHT LANE CLOSED AHEAD W20-5



- NOTES:
1. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
 2. PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
 3. PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.



Michael Holmes 7/12/24



0' 25' 50' 100'

KYLE FIELD - GAMEDAY 2024
TRAFFIC CONTROL PLAN

STA 273+50 TO STA 283+50

SHEET NO.
20

LEGEND:



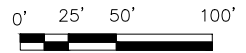
- RAISED MEDIAN
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 6 X 42" GRABBER CONE
- 0 X TYPE III BARRICADE
- 2 X PORTABLE CHANGEABLE MESSAGE SIGN
- 0 X OFFICER
- 0 X CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT



- NOTES:
- SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
 - PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
 - PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.



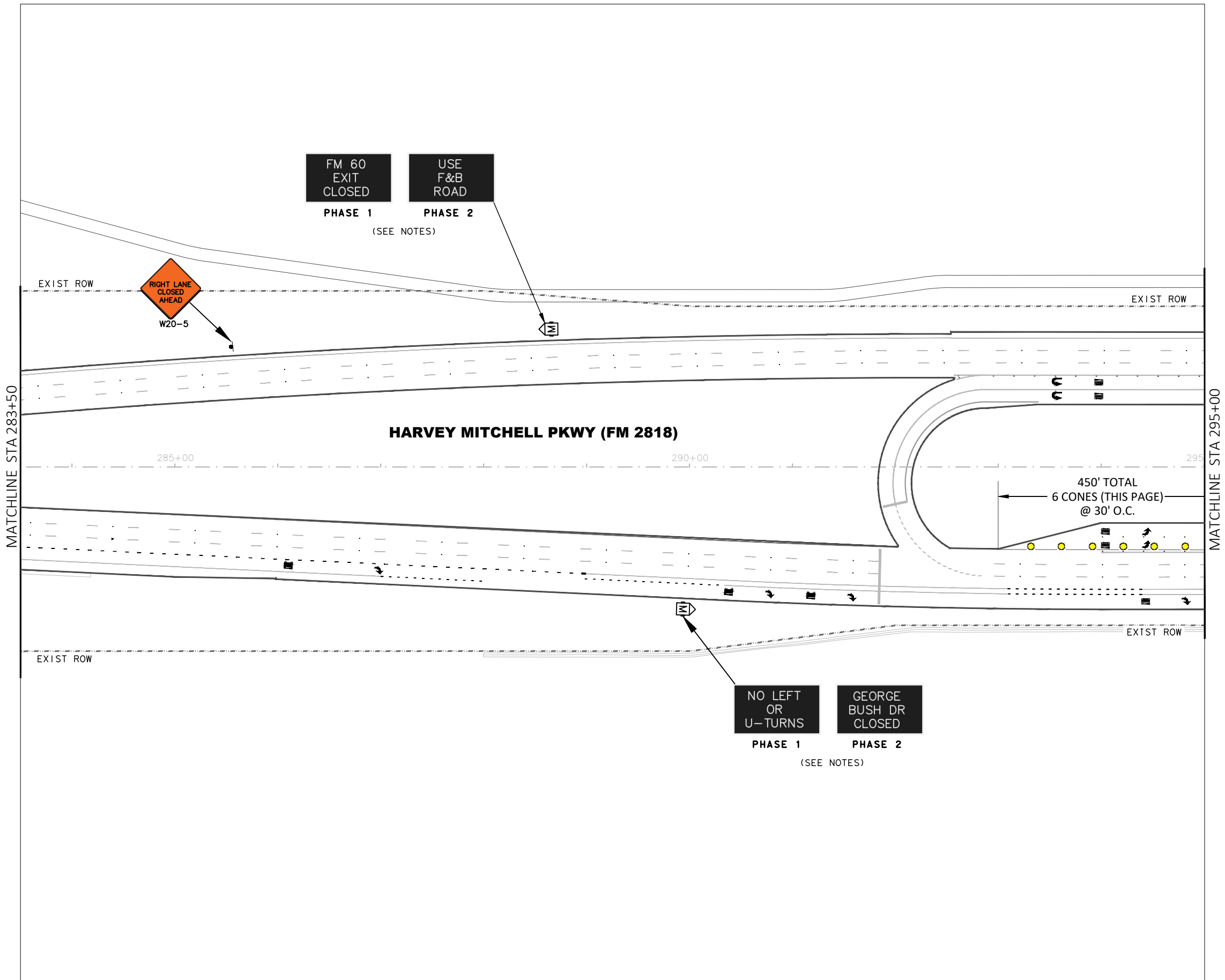
Michael Holmes 7/12/24



KYLE FIELD - GAMEDAY 2024
TRAFFIC CONTROL PLAN

STA 283+50 TO STA 295+00

SHEET NO.
21



LEGEND:



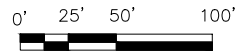
- RAISED MEDIAN
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 73 X 42" GRABBER CONE
- 17 X TYPE III BARRICADE
- 0 X PORTABLE CHANGEABLE MESSAGE SIGN
- 0 X OFFICER
- 1 X CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT

- 2 x R3-1
- 4 x R3-2
- 6 x R11-2
- 2 x R3-5R
- 2 x R3-4

- NOTES:
- SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
 - PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
 - PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

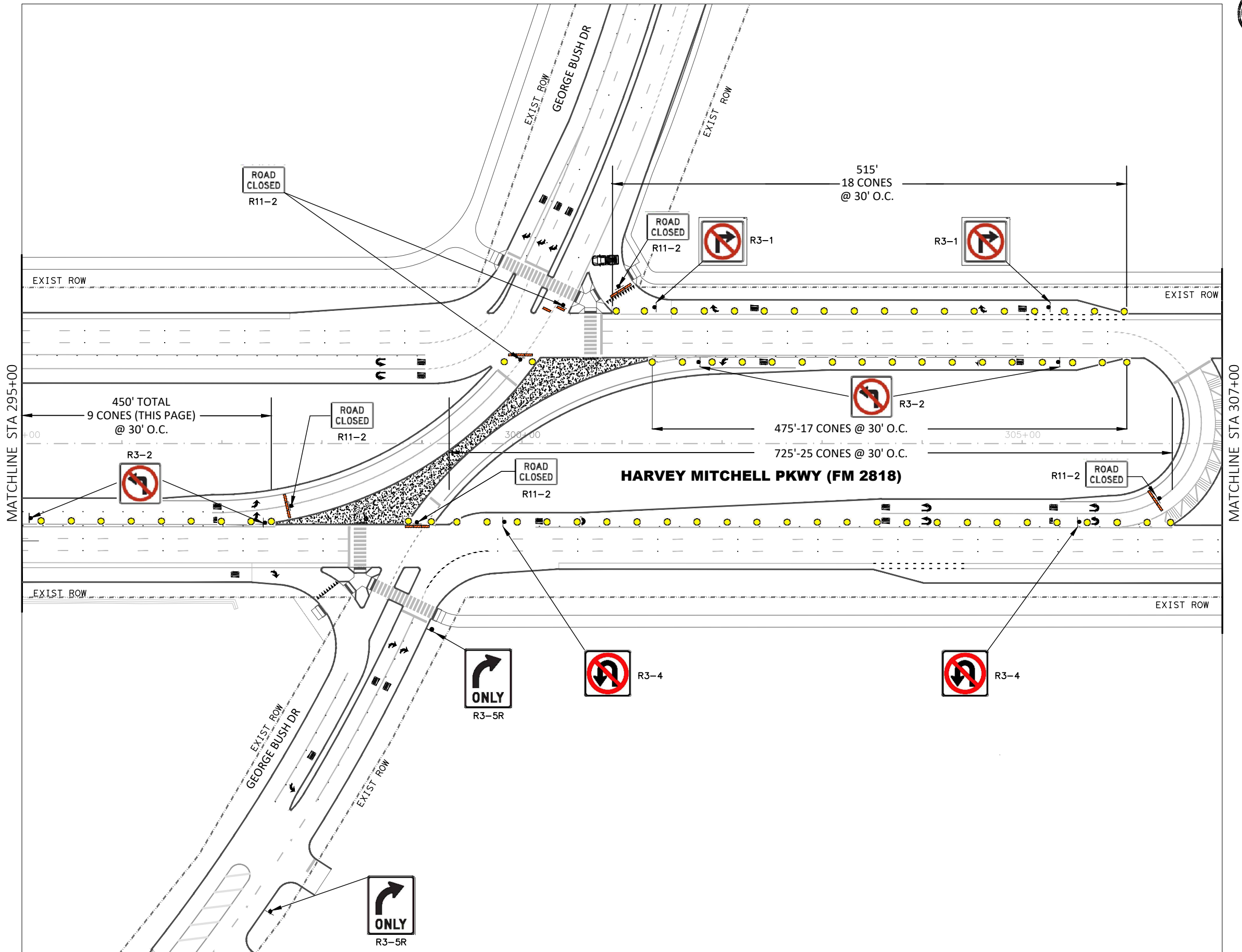


Michael Holmes 7/15/24



KYLE FIELD - GAMEDAY 2024
TRAFFIC CONTROL PLAN
STA 295+00 TO STA 307+00
(GEORGE BUSH DR & FM 2818)

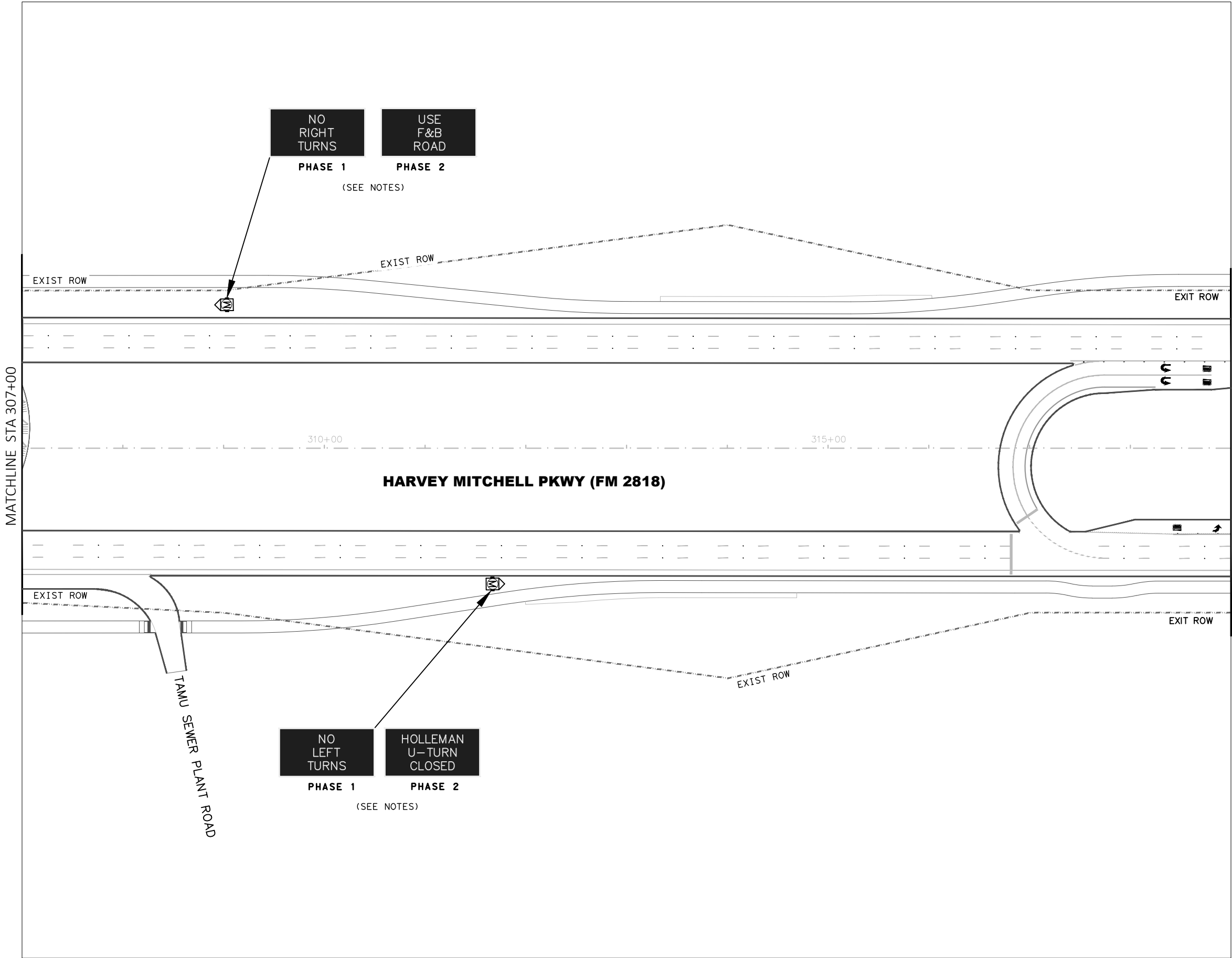
SHEET NO.
22



LEGEND:



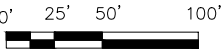
- RAISED MEDIAN
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 0 X 42" GRABBER CONE
- 0 X TYPE III BARRICADE
- 2 X PORTABLE CHANGEABLE MESSAGE SIGN
- 0 X OFFICER
- 0 X CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT



- NOTES:
- SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
 - PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
 - PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.



Michael Holmes 7/12/24



KYLE FIELD - GAMEDAY 2024
TRAFFIC CONTROL PLAN

STA 307+00 TO STA 319+00

SHEET NO.
23

LEGEND:

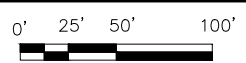


- RAISED MEDIAN
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 27 x 42" GRABBER CONE
- 5 x TYPE III BARRICADE
- 0 x PORTABLE CHANGEABLE MESSAGE SIGN
- 0 x OFFICER
- 0 x CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT
- 2 x ROAD CLOSED R11-2
- 1 x R3-4

- NOTES:
- SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
 - PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
 - PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

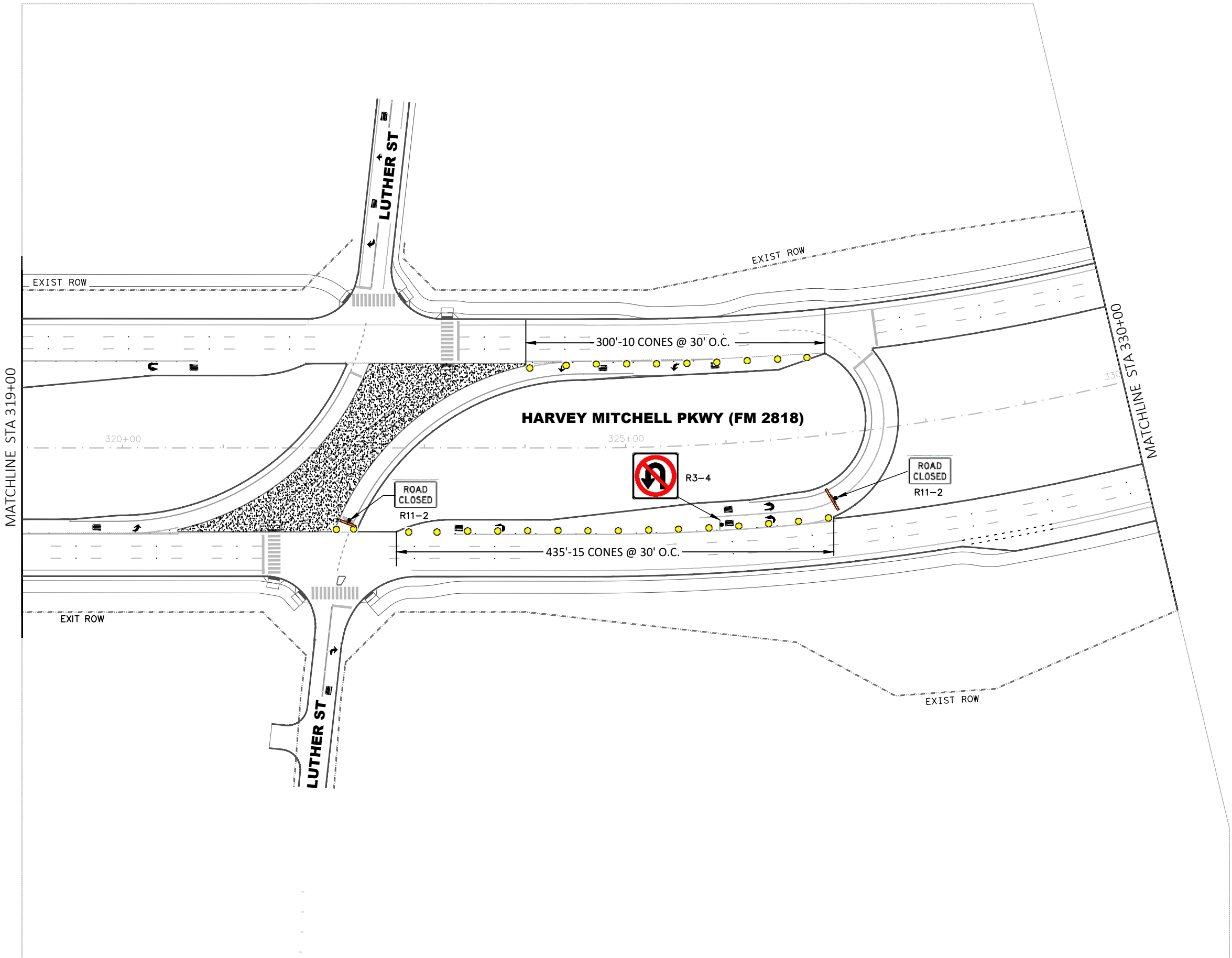


Michael Holmes 7/12/24



KYLE FIELD - GAMEDAY 2024
TRAFFIC CONTROL PLAN
STA 319+00 TO STA 330+00
(LUTHER ST & FM 2818)

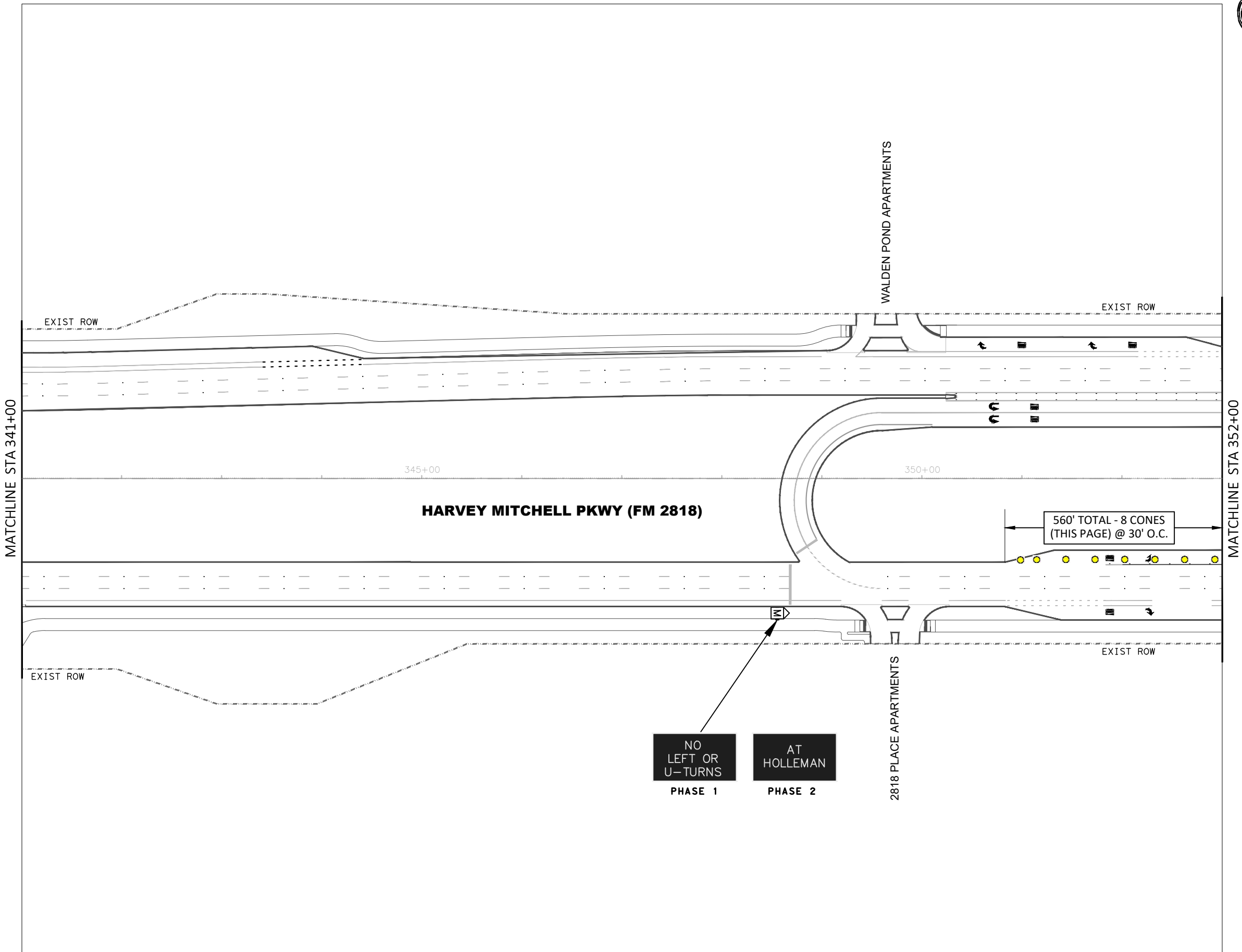
SHEET NO.
24



LEGEND:



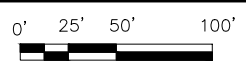
- RAISED MEDIAN
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 8 X 42" GRABBER CONE
- 0 X TYPE III BARRICADE
- 1 X PORTABLE CHANGEABLE MESSAGE SIGN
- 0 X OFFICER
- 0 X CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT



- NOTES:
1. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
 2. PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
 3. PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.



Michael Holmes 7/12/24



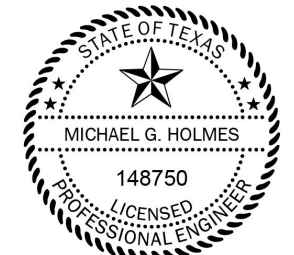
KYLE FIELD - GAMEDAY 2024
TRAFFIC CONTROL PLAN

STA 341+00 TO STA 352+00

SHEET NO.
25

- | | | |
|-----|---|--------|
| 1 x |  | W20-5L |
| 2 x |  | R11-2 |

1. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
2. PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
3. PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.



Michael Holmes 7/15/24



0' 25' 50' 100'

KYLE FIELD - GAMEDAY 2024
TRAFFIC CONTROL PLAN

STA 352+00 TO STA 363+00
(HOLLEMAN DR & FM 2818)

SHEET NO.
26

LEGEND:



- RAISED MEDIAN
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 8 X 42" GRABBER CONE
- 3 X TYPE III BARRICADE
- 0 X PORTABLE CHANGEABLE MESSAGE SIGN
- 0 X OFFICER
- 0 X CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT

- 1 x ROAD CLOSED R11-2
- 1 x R3-4

- NOTES:
- SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
 - PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
 - PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.



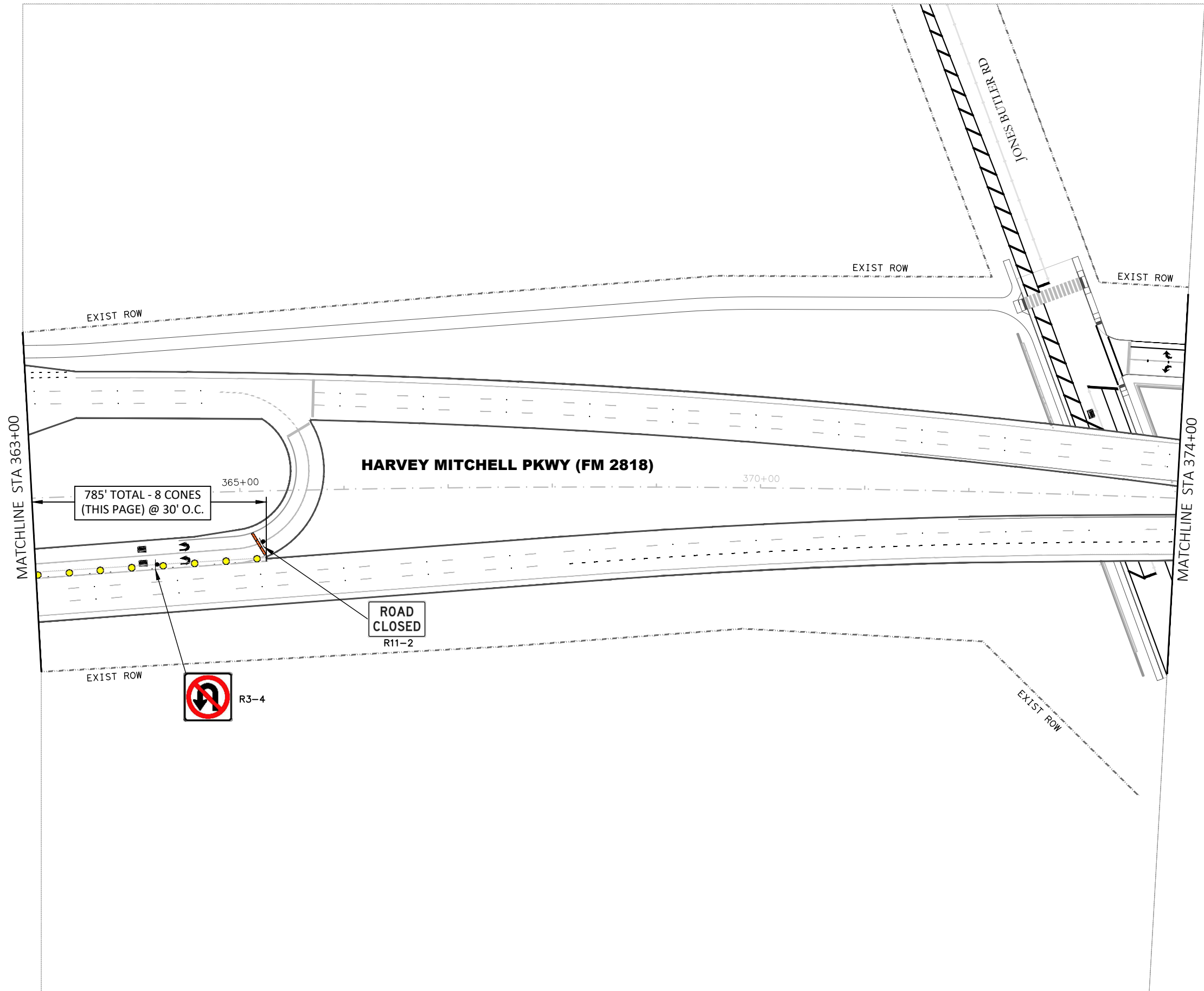
Michael Holmes 7/12/24



0' 25' 50' 100'

KYLE FIELD - GAMEDAY 2024
TRAFFIC CONTROL PLAN
STA 363+00 TO STA 374+00
(JONES BUTLER RD & FM 2818)

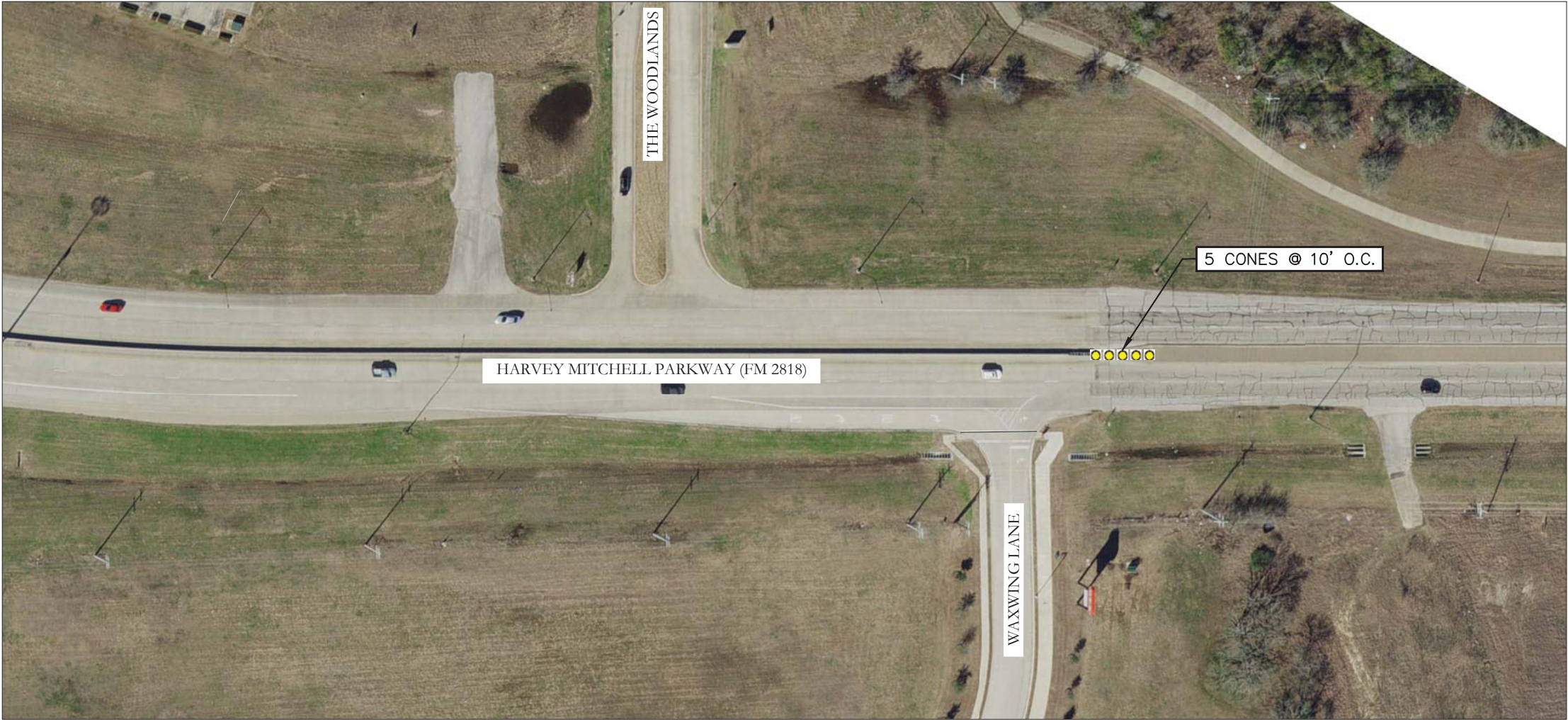
SHEET NO.
27



LEGEND:



- RAISED MEDIAN (UNDER CONSTRUCTION)
- AREA UNDER CONSTRUCTION
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 5 X 42" GRABBER CONE
- 0 X TYPE III BARRICADE
- 0 X PORTABLE CHANGEABLE MESSAGE SIGN
- 0 X OFFICER
- 0 X CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT



(TO HEB)

- NOTES:
- 1. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
 - 2. PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
 - 3. PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

Michael Holmes 5/24/24

0' 25' 50' 100'

KYLE FIELD - JUNE 2024 EVENTS
TRAFFIC CONTROL PLAN

FM 2818 & WAXWING LANE
@ HEB ENTRANCE

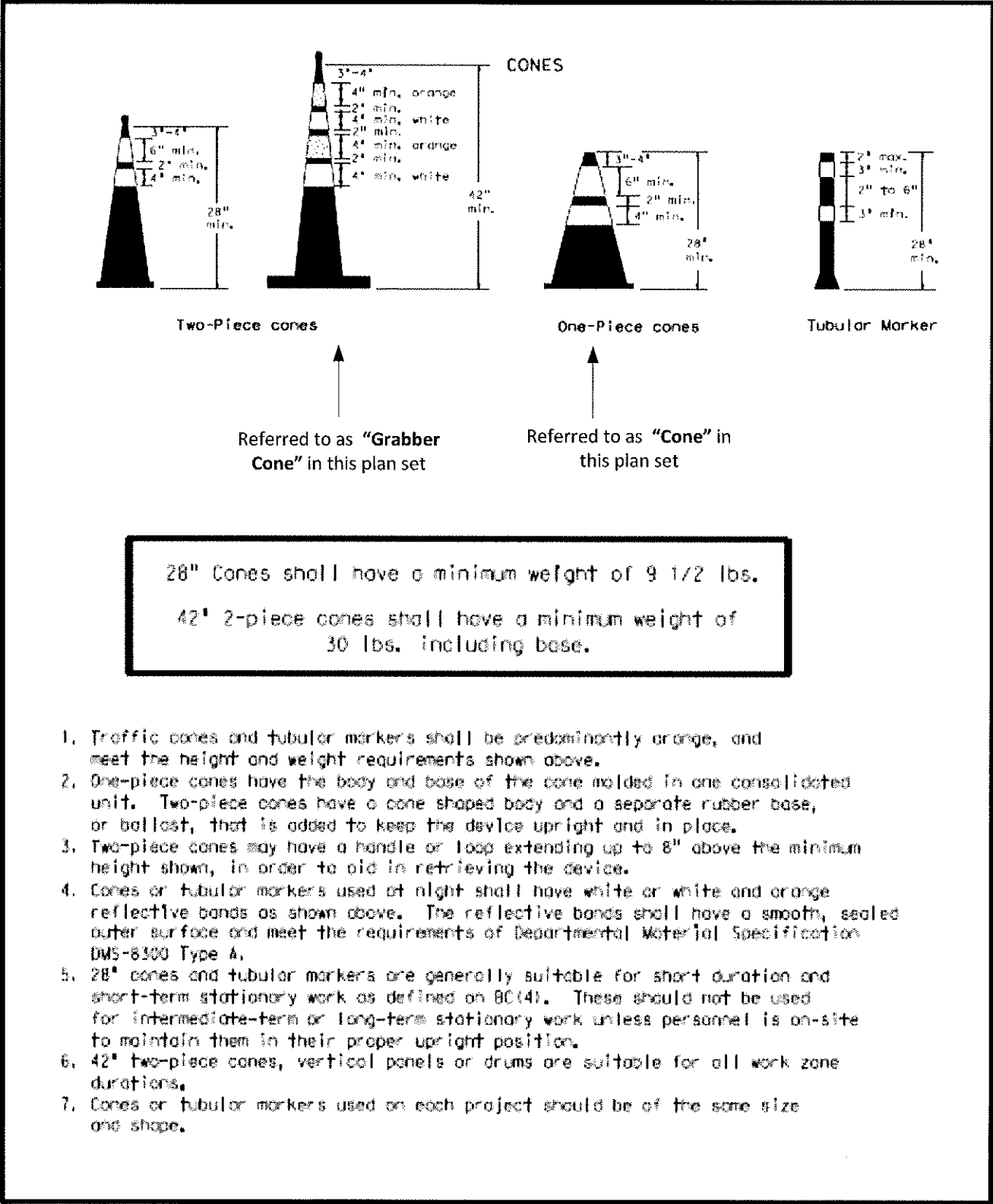
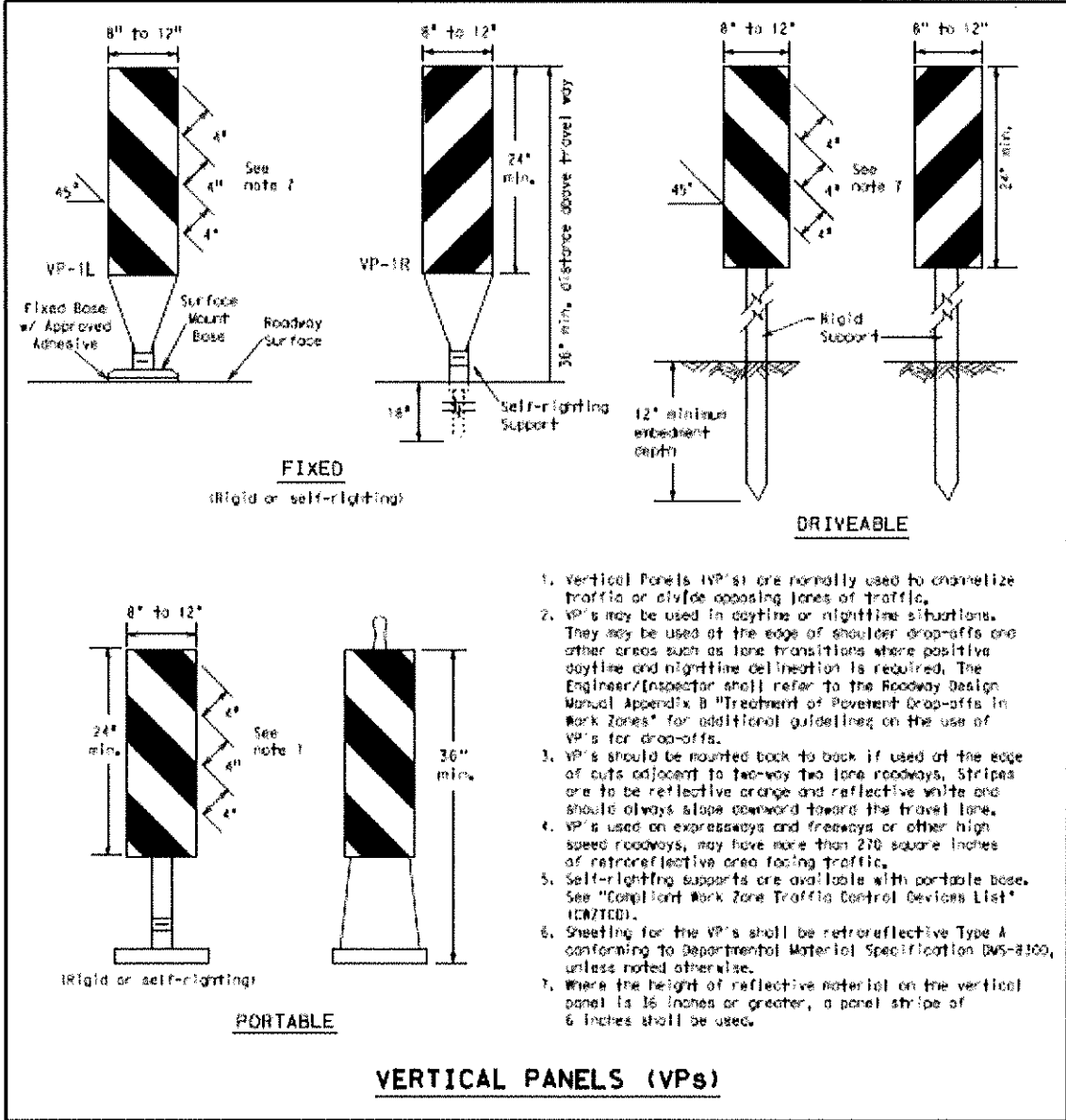
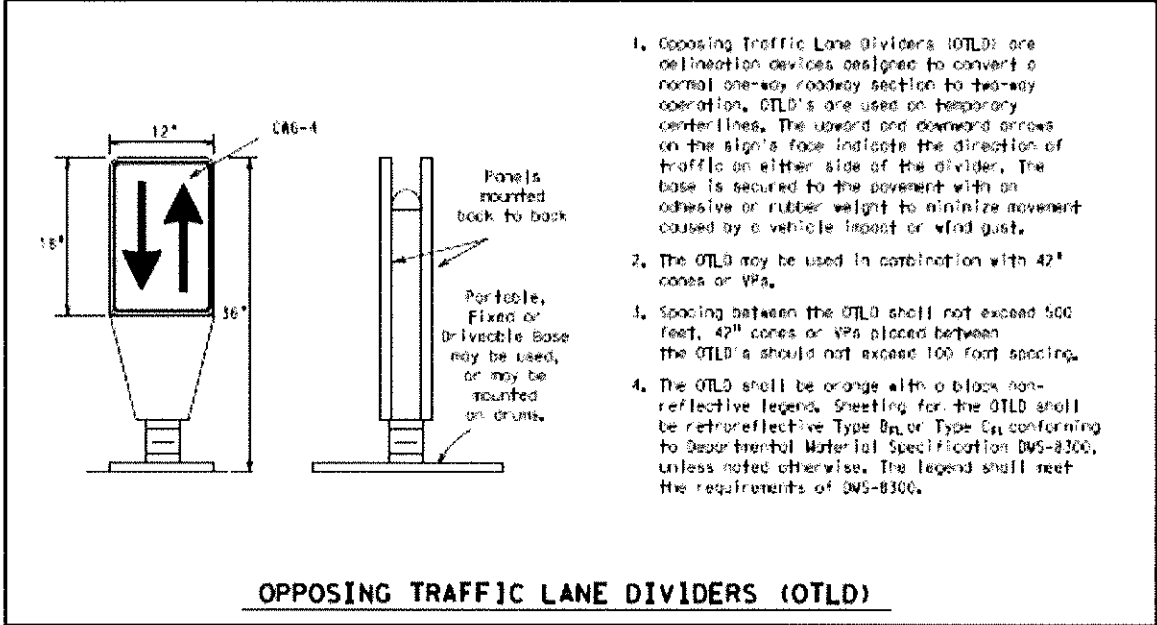
SHEET NO.
28



MESSAGE BOARD LOCATION
-NTS-

- NOTES:
1. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
 2. PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
 3. PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.


Not To Scale
KYLE FIELD - GAMEDAY 2024 TRAFFIC CONTROL PLAN
MESSAGE BOARDS & ITINERARY
SHEET NO. 29



DISCLAIMER: This standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.
3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.
4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.
5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets", the TxDOT "Roadway Design Manual" or engineering judgment.
6. When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.
7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.
8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.
9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.
10. As shown on BC(2), the OBEY WARNING SIGNS STATE LAW sign and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. However, the TRAFFIC FINES DOUBLE sign will not be required on projects consisting solely of mobile operation work, such as striping or milling edgeline rumble strips. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits.
11. Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.
12. The Engineer has the final decision on the location of all traffic control devices.
13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

WORKER SAFETY APPAREL NOTES:

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel" labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.

Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be found on-line at the web address given below or by contacting:

Texas Department of Transportation
Traffic Operations Division - TE
Phone (512) 416-3118

THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT
<http://www.txdot.gov>

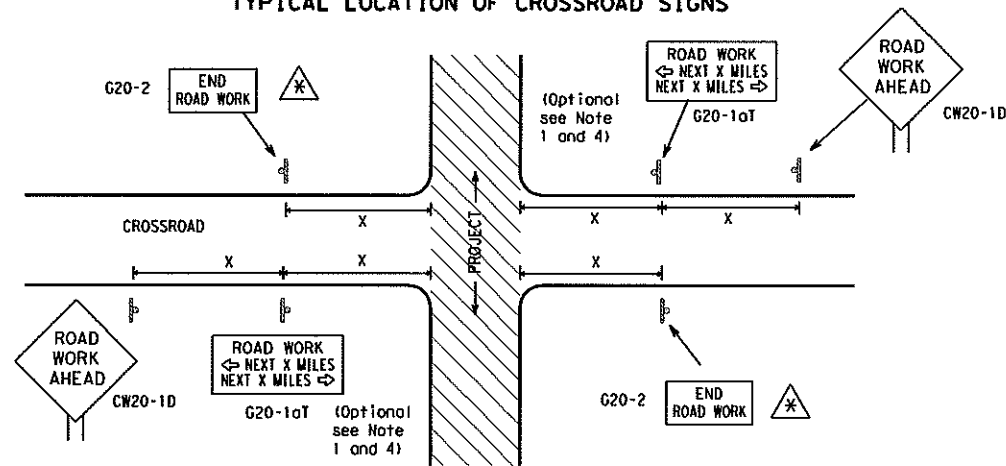
COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)
MATERIAL PRODUCER LIST (MPL)
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)
TRAFFIC ENGINEERING STANDARD SHEETS

SHEET 1 OF 12

		Traffic Operations Division Standard	
BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS			
BC(1) - 13			
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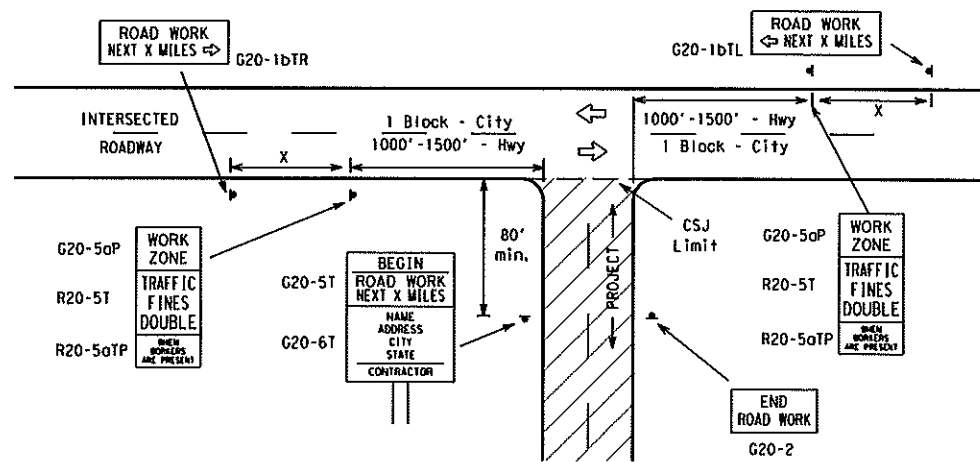
TYPICAL LOCATION OF CROSSROAD SIGNS



May be mounted on back of "ROAD WORK AHEAD" (CW20-1D) sign with approval of engineer.
(See note 2 below)

- The typical minimum signing on a crossroad approach should be a "ROAD WORK AHEAD" (CW20-1D) sign and a (G20-2) "END ROAD WORK" sign, unless noted otherwise in plans.
- The Engineer may use the reduced size 36" x 36" ROAD WORK AHEAD (CW20-1D) sign mounted back to back with the reduced size 36" x 18" "END ROAD WORK" (G20-2) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume. This information shall be shown in the plans.
- Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
- The "ROAD WORK NEXT X MILES" (G20-1aT) sign shall be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
- Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
- When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

T-INTERSECTION



CSJ LIMITS AT T-INTERSECTION

- The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
- If construction closes the road at a T-intersection the Contractor shall place the "CONTRACTOR NAME" (G20-6T) sign behind the Type 3 Barricades for the road closure (see BC(10) also). The "ROAD WORK NEXT X MILES" left arrow (G20-1bTL) and "ROAD WORK NEXT X MILES" right arrow (G20-1bTR) signs shall be replaced by the detour signing called for in the plans.

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING^{1,5,6}

Sign Number or Series	SIZE		SPACING	
	Conventional Road	Expressway/ Freeway	Posted Speed MPH	Sign Spacing "X" Feet (Approx.)
CW20 ⁴ , CW21, CW22, CW23, CW25	48" x 48"	48" x 48"	30	120
			35	160
			40	240
			45	320
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"	50	400
			55	500 ²
			60	600 ²
			65	700 ²
			70	800 ²
			75	900 ²
			80	1000 ²
			*	*

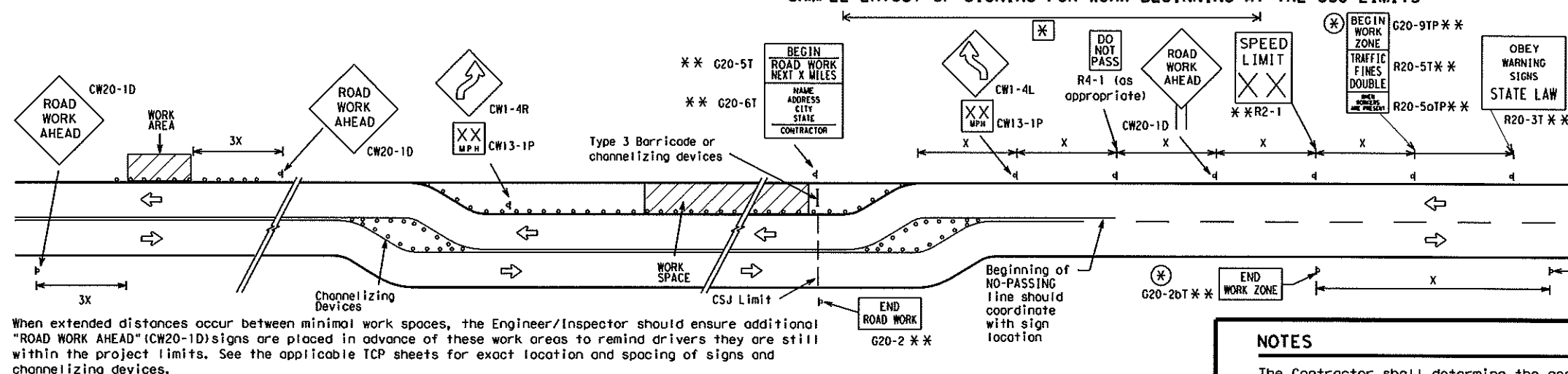
* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

Δ Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

GENERAL NOTES

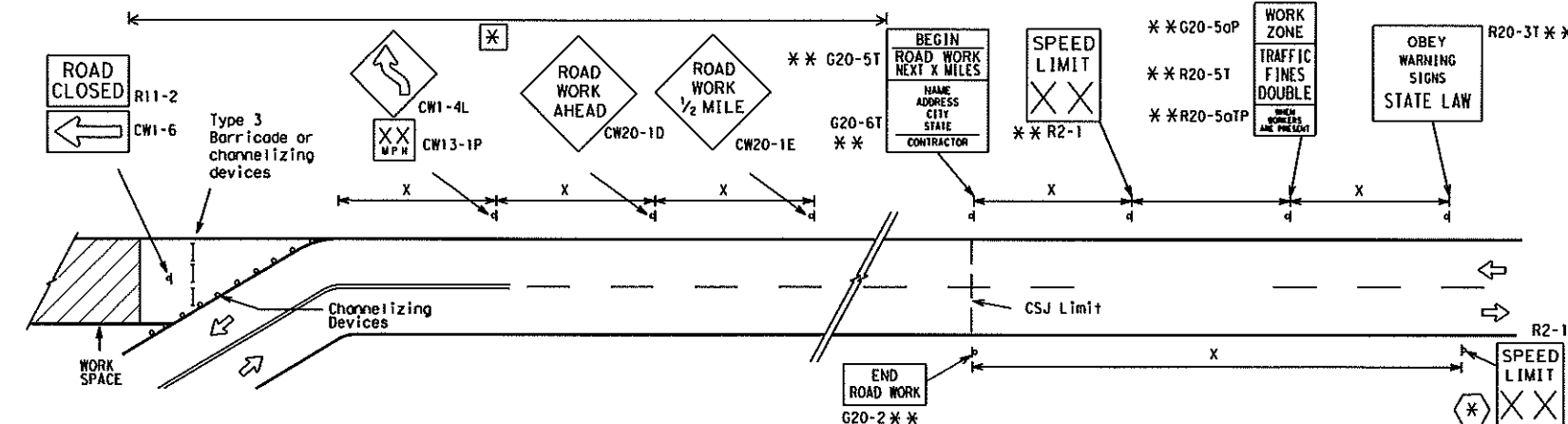
- Special or larger size signs may be used as necessary.
- Distance between signs should be increased as required to have 1500 feet advance warning.
- Distance between signs should be increased as required to have 1/2 mile or more advance warning.
- 36" x 36" "ROAD WORK AHEAD" (CW20-1D) signs may be used on low volume crossroads at the discretion of the Engineer. See Note 2 under "Typical Location of Crossroad Signs".
- Only diamond shaped warning sign sizes are indicated.
- See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS



When extended distances occur between minimal work spaces, the Engineer/Inspector should ensure additional "ROAD WORK AHEAD" (CW20-1D) signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS



NOTES

The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and "BEGIN ROAD WORK NEXT X MILES" (G20-5T) sign for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.

- (*) The "BEGIN WORK ZONE" (G20-9TP) and "END WORK ZONE" (G20-2bT) shall be used as shown on the sample layout when advance signs are required outside the CSJ Limits. They inform the motorist of entering or leaving a part of the work zone lying outside the CSJ Limits where traffic fines may double if workers are present.

** Required CSJ Limit signing. See Note 10 on BC(1). TRAFFIC FINES DOUBLE signs will not be required on projects consisting solely of mobile operations work.

(*) Area for placement of "ROAD WORK AHEAD" (CW20-1D) sign and other signs or devices as called for on the Traffic Control Plan.

(*) Contractor will install a regulatory speed limit sign at the end of the work zone.

LEGEND

—	Type 3 Barricade
o o o	Channelizing Devices
+	Sign
X	See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.

SHEET 2 OF 12



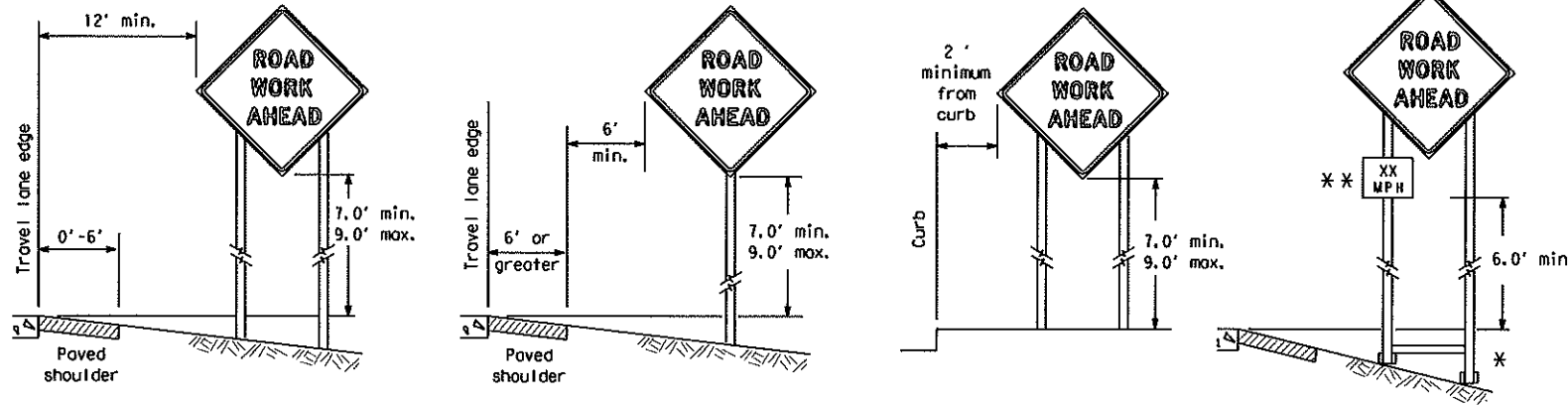
BARRICADE AND CONSTRUCTION PROJECT LIMIT

BC(2)-13

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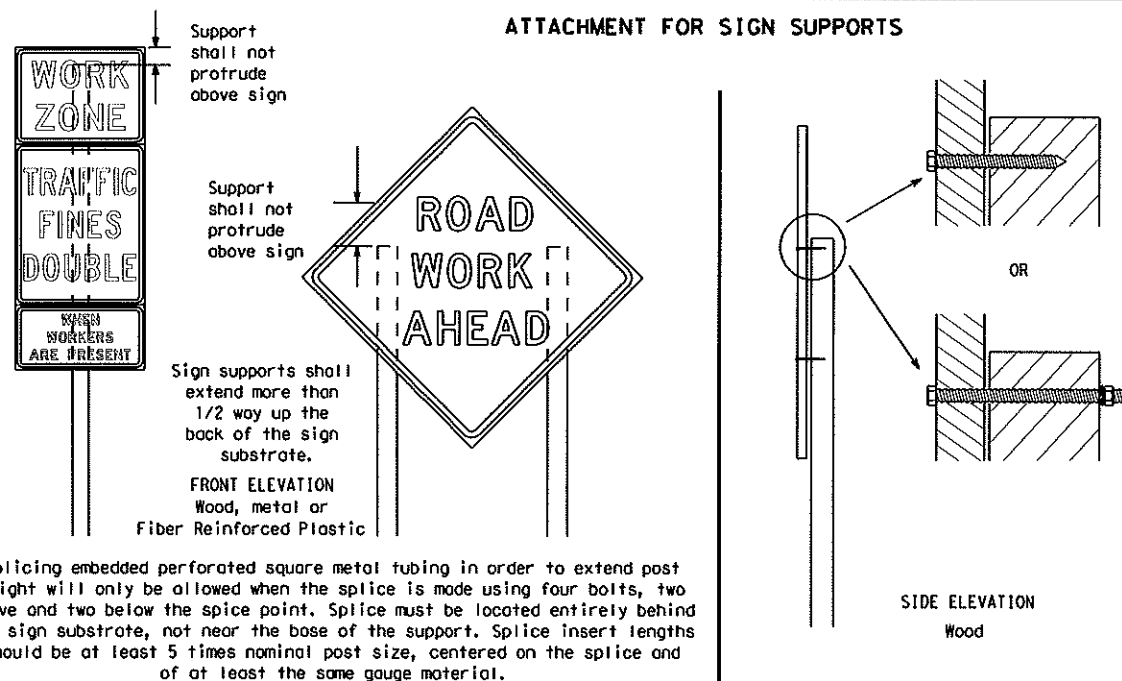
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS



* When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

** When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

ATTACHMENT FOR SIGN SUPPORTS

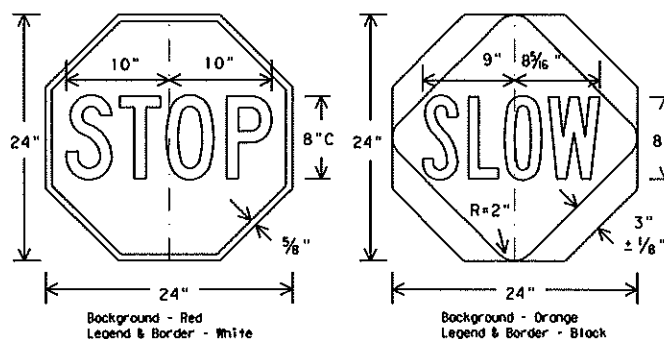


Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

Nails shall NOT be allowed. Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

STOP/SLOW PADDLES

1. STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24" as detailed below.
2. When used at night, the STOP/SLOW paddle shall be retroreflectORIZED.
3. STOP/SLOW paddles may be attached to a staff with a minimum length of 6' to the bottom of the sign.
4. Any lights incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the TMUTCD.



CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

1. Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally installed on a roadway without construction.
2. When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition.
3. When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
4. If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the SMD Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
5. If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC sheets or the CWZTCD. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
6. Any sign or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

GENERAL NOTES FOR WORK ZONE SIGNS

1. Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
2. Wooden sign posts shall be painted white.
3. Barricades shall NOT be used as sign supports.
4. All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
5. The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
6. The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD). The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.
7. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
8. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
9. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6)

1. The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
 - a. Long-term stationary - work that occupies a location more than 3 days.
 - b. Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
 - c. Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
 - d. Short, duration - work that occupies a location up to 1 hour.
 - e. Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

SIGN MOUNTING HEIGHT

1. The bottom of Long-term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
2. The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
3. Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
4. Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday or raised to appropriate Long-term/Intermediate sign height.
5. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

SIZE OF SIGNS

1. The Contractor shall furnish the sign sizes shown on BC (2) unless otherwise shown in the plans or as directed by the Engineer.

SIGN SUBSTRATES

1. The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.
2. "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave.
3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).
2. White sheeting, meeting the requirements of DMS-8300 Type A, shall be used for signs with a white background.
3. Orange sheeting, meeting the requirements of DMS-8300 Type B_{FL} or Type C_{FL}, shall be used for rigid signs with orange backgrounds.

SIGN LETTERS

1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
4. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
5. Burlap shall NOT be used to cover signs.
6. Duct tape or other adhesive material shall NOT be affixed to a sign face.
7. Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

SIGN SUPPORT WEIGHTS

1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand should be used.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as fire inner tubes) shall NOT be used.
6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
7. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

FLAGS ON SIGNS

1. Flags may be used to draw attention to warning signs. When used the flag shall be 16 inches square or larger and shall be orange or fluorescent red-orange in color. Flags shall not be allowed to cover any portion of the sign face.

SHEET 4 OF 12

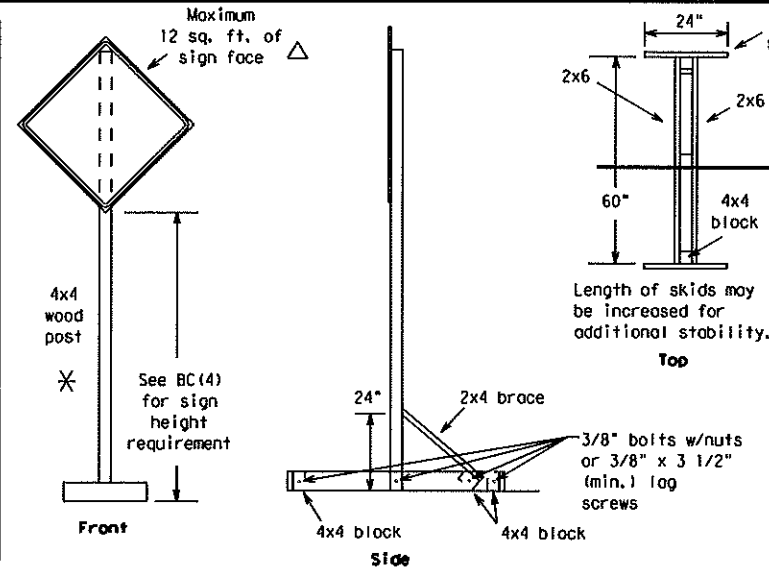
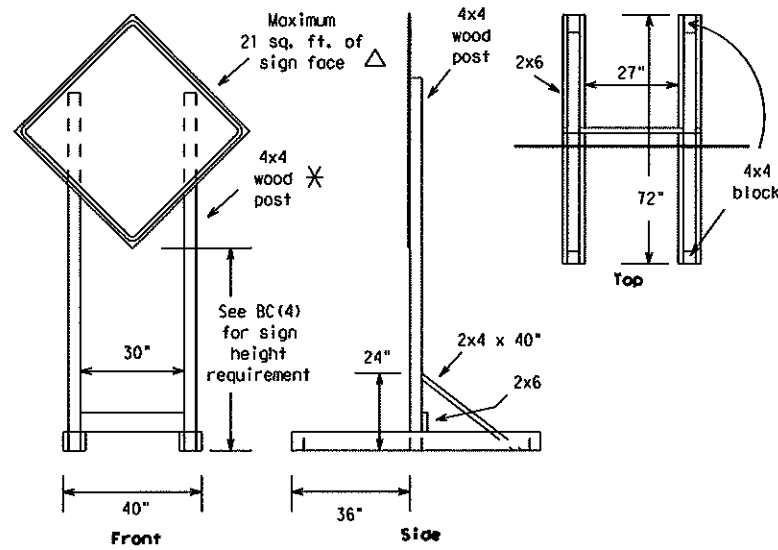


BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

BC(4) - 13

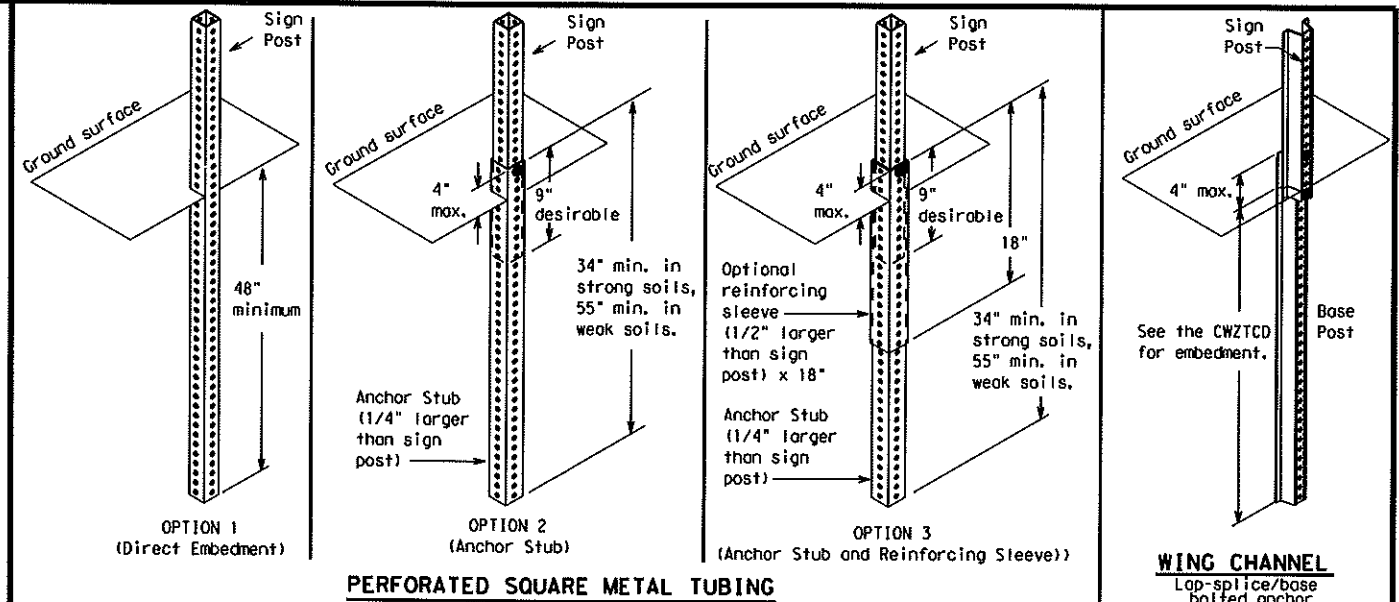
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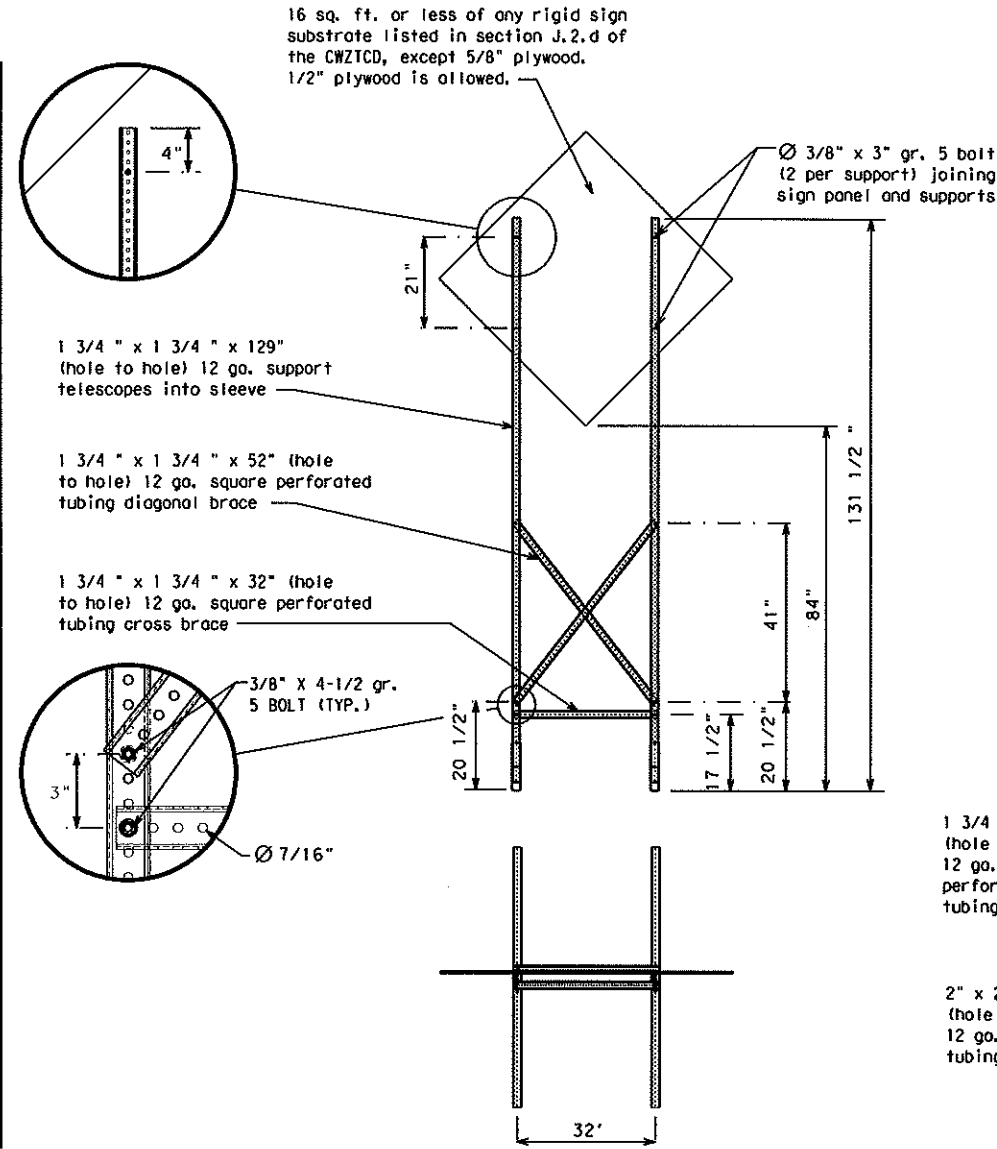
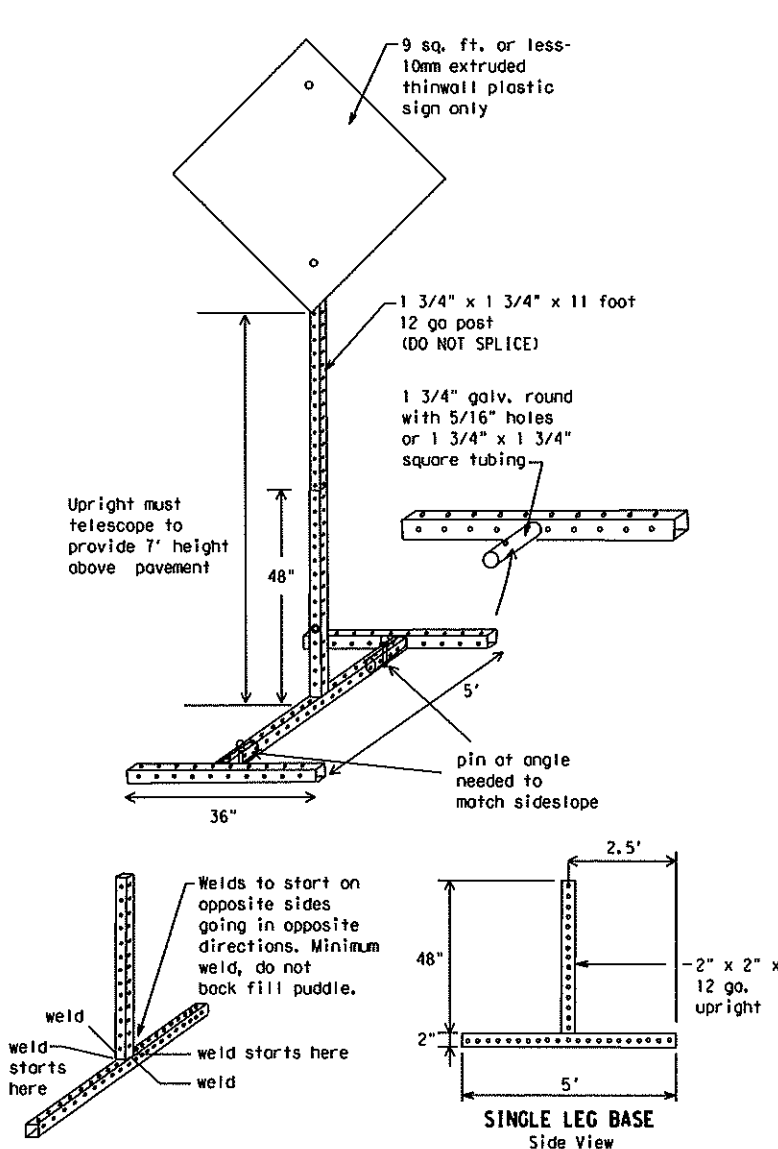
SKID MOUNTED WOOD SIGN SUPPORTS

LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS ☐



GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support. The maximum sign square footage shall adhere to the manufacturer's recommendation. Two post installations can be used for larger signs.



WOOD POST SYSTEM FOR GROUND MOUNTED SIGN SUPPORTS

Nominal Post Size	Number of Posts	Maximum Sq. feet of Sign Face	Minimum Soil Embedment	Drilled Holes Required
4 x 4	1	12	36"	NO
4 x 4	2	21	36"	NO
4 x 6	1	21	36"	YES
4 x 6	2	36	36"	YES

WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).

OTHER DESIGNS

MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CWZTCD LIST. SEE BC(1) FOR WEBSITE LOCATION.

GENERAL NOTES

- Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
- No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
- When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

- ☐ See BC(4) for definition of "Work Duration."
- $\times$ Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.
- Δ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

SHEET 5 OF 12



BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5) - 13

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WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

PORTABLE CHANGEABLE MESSAGE SIGNS

- The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
- Messages on PCMS should contain no more than 8 words (about four to eight characters per word), not including simple words such as "TO," "FOR," "AT," etc.
- Messages should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a single thought, and must be understood by itself.
- Use the word "EXIT" to refer to an exit ramp on a freeway; i.e., "EXIT CLOSED." Do not use the term "RAMP."
- Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
- When in use the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
- The message term "WEEKEND" should be used only if the work is to start on Saturday morning and end by Sunday evening at midnight. Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
- The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for three seconds each.
- Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
- Do not present redundant information on a two-phase message; i.e., keeping two lines of the message the same and changing the third line.
- Do not use the word "Danger" in message.
- Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
- Do not display messages that scroll horizontally or vertically across the face of the sign.
- The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated, unless shown in the TMTCD.
- PCMS character height should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 (.5) mile and the text should be legible from at least 600 feet at night and 800 feet in daylight. Truck mounted units must have a character height of 10 inches and must be legible from at least 400 feet.
- Each line of text should be centered on the message board rather than left or right justified.
- If disabled, the PCMS should default to an illegible display that will not alarm motorists and will only be used to alert workers that the PCMS has malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

WORD OR PHRASE	ABBREVIATION	WORD OR PHRASE	ABBREVIATION
Access Road	ACCS RD	Major	MAJ
Alternate	ALT	Miles	MI
Avenue	AVE	Miles Per Hour	MPH
Best Route	BEST RTE	Minor	MNR
Boulevard	BLVD	Monday	MON
Bridge	BRDG	Normal	NORM
Canot	CANT	North	N
Center	CTR	Northbound	(route) N
Construction Ahead	CONST AHD	Parking	PKING
CROSSING	XING	Road	RD
Detour Route	DETOUR RTE	Right Lane	RT LN
Do Not	DONT	Saturday	SAT
East	E	Service Road	SERV RD
Eastbound	(route) E	Shoulder	SHLDR
Emergency	EMER	Slippery	SLIP
Emergency Vehicle	EMER VEH	South	S
Entrance, Enter	ENT	Southbound	(route) S
Express Lane	EXP LN	Speed	SPD
Expressway	EXPWY	Street	ST
XXXX Feet	XXXX FT	Sunday	SUN
Fog Ahead	FOG AHD	Telephone	PHONE
Freeway	FRWY, FWY	Temporary	TEMP
Freeway Blocked	FWY BLKD	Thursday	THURS
Friday	FRI	To Downtown	TO DWN TN
Hazardous Driving	HAZ DRIVING	Traffic	TRAF
Hazardous Material	HAZMAT	Travelers	TRVLRS
High-Occupancy	HOV	Tuesday	TUES
Vehicle	HWY	Time Minutes	TIME MIN
Highway	HR, HRS	Upper Level	UPR LEVEL
Hours		Vehicles (s)	VEH, VEHs
Information	INFO	Warning	WARN
It Is	ITS	Wednesday	WED
Junction	JCT	Weight Limit	WT LIMIT
Left	LFT	West	W
Left Lane	LFT LN	Westbound	(route) W
Lane Closed	LN CLOSED	Wet Pavement	WET PYMT
Lower Level	LWR LEVEL	Will Not	WONT
Maintenance	MAINT		

Roadway designation # IH-number, US-number, SH-number, FM-number

RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

Phase 1: Condition Lists

Road/Lane/Ramp Closure List

FREEWAY CLOSED X MILE
ROAD CLOSED AT SH XXX
ROAD CLSD AT FM XXXX
RIGHT X LANES CLOSED
CENTER LANE CLOSED
NIGHT LANE CLOSURES
VARIOUS LANES CLOSED
EXIT CLOSED
MALL DRIVEWAY CLOSED
XXXXXXXX BLVD CLOSED

Other Condition List

ROADWORK XXX FT	ROAD REPAIRS XXXX FT
FLAGGER XXXX FT	LANE NARROWS XXXX FT
RIGHT LN NARROWS XXXX FT	TWO-WAY TRAFFIC XX MILE
MERGING TRAFFIC XXXX FT	CONST TRAFFIC XXX FT
LOOSE GRAVEL XXXX FT	UNEVEN LANES XXXX FT
DETOUR X MILE	ROUGH ROAD XXXX FT
ROADWORK PAST SH XXXX	ROADWORK NEXT FRI-SUN
BUMP XXXX FT	US XXX EXIT X MILES
TRAFFIC SIGNAL XXXX FT	LANES SHIFT *

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List

MERGE RIGHT	FORM X LINES RIGHT
DETOUR NEXT X EXITS	USE XXXXX RD EXIT
USE EXIT XXX	USE EXIT I-XX NORTH
STAY ON US XXX SOUTH	USE I-XX E TO I-XX N
TRUCKS USE US XXX N	WATCH FOR TRUCKS
WATCH FOR TRUCKS	EXPECT DELAYS
EXPECT DELAYS	PREPARE TO STOP
REDUCE SPEED XXX FT	END SHOULDER USE
USE OTHER ROUTES	WATCH FOR WORKERS
STAY IN LANE *	

Location List

AT FM XXXX
BEFORE RAILROAD CROSSING
NEXT X MILES
PAST US XXX EXIT
XXXXXXXX TO XXXXXXXX
US XXX TO FM XXXX

Warning List

SPEED LIMIT XX MPH
MAXIMUM SPEED XX MPH
MINIMUM SPEED XX MPH
ADVISORY SPEED XX MPH
RIGHT LANE EXIT
USE CAUTION
DRIVE SAFELY
DRIVE WITH CARE

** Advance Notice List

TUE-FRI XX AM- X PM
APR XX- XX X PM-X AM
BEGINS MONDAY
BEGINS MAY XX
MAY X-X XX PM - XX AM
NEXT FRI-SUN
XX AM TO XX PM
NEXT TUE AUG XX
TONIGHT XX PM- XX AM

** See Application Guidelines Note 6.

APPLICATION GUIDELINES

- Only 1 or 2 phases are to be used on a PCMS.
- The 1st phase (or both) should be selected from the "Road/Lane/Ramp Closure List" and the "Other Condition List".
- A 2nd phase can be selected from the "Action to Take/Effect on Travel, Location, General Warning, or Advance Notice Phase Lists".
- A Location Phase is necessary only if a distance or location is not included in the first phase selected.
- If two PCMS are used in sequence, they must be separated by a minimum of 1000 ft. Each PCMS shall be limited to two phases, and should be understandable by themselves.
- For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be for no more than one week prior to the work.

WORDING ALTERNATIVES

- The words RIGHT, LEFT and ALL can be interchanged as appropriate.
- Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
- EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
- Highway names and numbers replaced as appropriate.
- ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
- AHEAD may be used instead of distances if necessary.
- FT and MI, MILE and MILES interchanged as appropriate.
- AT, BEFORE and PAST interchanged as needed.
- Distances or AHEAD can be eliminated from the message if a location phase is used.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS, WHEN EXPOSED TO ONE DIRECTION OF TRAFFIC. WHEN EXPOSED TO TWO WAY TRAFFIC, THE FOUR DRUMS SHOULD BE PLACED WITH ONE DRUM AT EACH OF THE FOUR CORNERS OF THE UNIT.

FULL MATRIX PCMS SIGNS

- When Full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
- When symbol signs, such as the "Flagger Symbol" (CW20-7) are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, it shall maintain the legibility/visibility requirement listed above.
- When symbol signs are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
- A full matrix PCMS may be used to simulate a flashing arrow board provided it meets the visibility, flash rate and dimming requirements on BC(7), for the same size arrow.

SHEET 6 OF 12



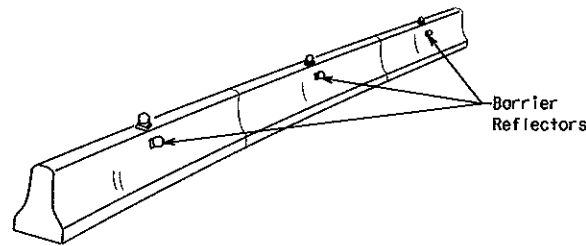
BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

BC(6)-13

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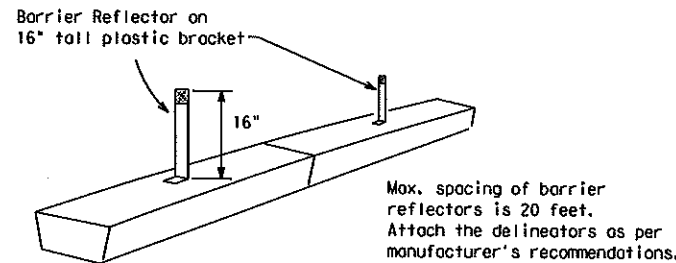
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- Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
- Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.



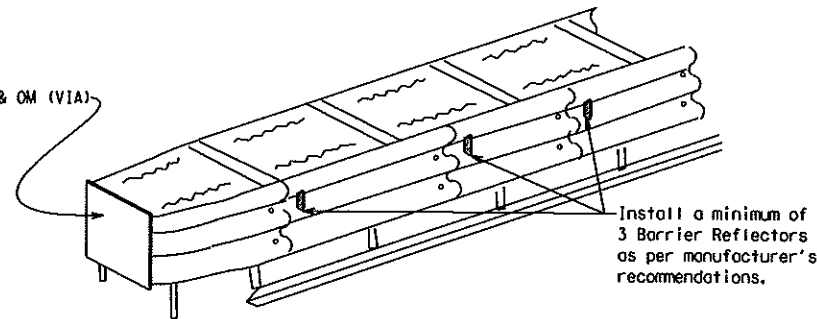
CONCRETE TRAFFIC BARRIER (CTB)

- Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
- Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (Bi-Directional) while the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
- When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
- Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented.
- Maximum spacing of Barrier Reflectors is forty (40) feet.
- Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
- Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
- Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
- Single slope barriers shall be delineated as shown on the above detail.



LOW PROFILE CONCRETE BARRIER (LPCB)

See D & OM (VIA)



DELINEATION OF END TREATMENTS

END TREATMENTS FOR CTB'S USED IN WORK ZONES

End treatments used on CTB's in work zones shall meet crashworthy standards as defined in the National Cooperative Highway Research Report 350. Refer to the CWZTCD List for approved end treatments and manufacturers.

BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS

WARNING LIGHTS

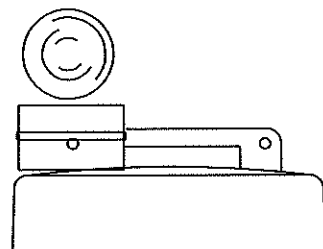
- Warning lights shall meet the requirements of the TMUTCD.
- Warning lights shall NOT be installed on barricades.
- Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type B_{FL} or C_{FL} Sheeting meeting the requirements of Departmental Material Specification DMS-8300.
- Type-C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
- The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
- When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
- When used to delineate curves, Type-C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.
- The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

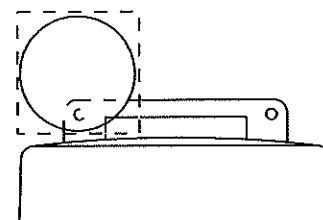
- Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
- Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
- A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation. If used, the successive flashing of the sequential warning lights should occur from the beginning of the taper to the end of the merging taper in order to identify the desired vehicle path. The rate of flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.
- Type C and D steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane changes, on lane closures, and on other similar conditions.
- Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
- Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
- The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.

WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

- A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
- The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CWZTCD.
- The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
- Round reflectors shall be fully reflectorized, including the area where attached to the drum.
- Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
- The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type B or Type C.
- When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
- The warning reflector should be mounted on the side of the handle nearest approaching traffic.
- The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.



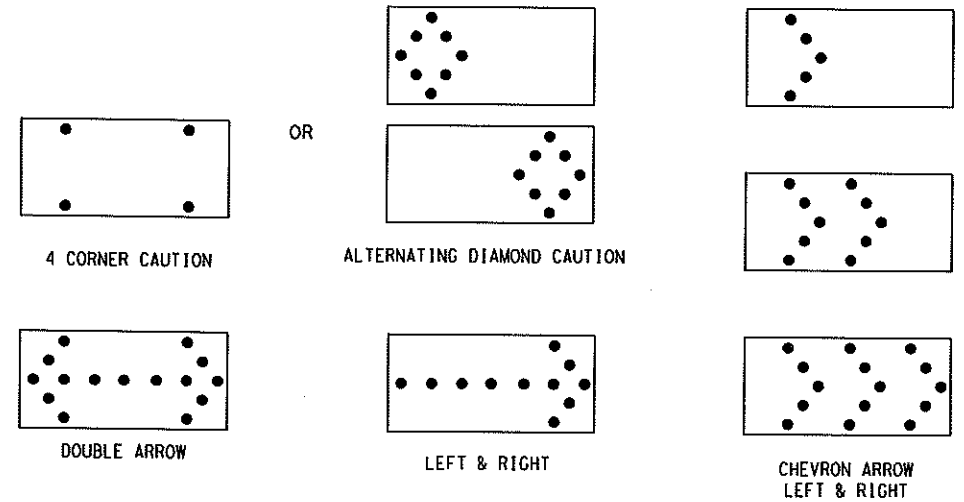
Type C Warning Light or approved substitute mounted on a drum adjacent to the travel way.



Warning reflector may be round or square. Must have a yellow reflective surface area of at least 30 square inches

Arrow Boards may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.

- The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
- Flashing Arrow Boards should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
- The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Board.
- The Flashing Arrow Board should be able to display the following symbols:



- The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.
- The straight line caution display is NOT ALLOWED.
- The Flashing Arrow Board shall be capable of minimum 50 percent dimming from rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
- Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
- The sequential arrow display is NOT ALLOWED.
- The flashing arrow display is the TxDOT standard; however, the sequential Chevron display may be used during daylight operations.
- The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
- A Flashing Arrow Board SHALL NOT BE USED to laterally shift traffic.
- A full matrix PCMS may be used to simulate a Flashing Arrow Board provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
- Minimum mounting height of trailer mounted Arrow Boards should be 7 feet from roadway to bottom of panel.

REQUIREMENTS			
TYPE	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	MINIMUM VISIBILITY DISTANCE
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

ATTENTION

Flashing Arrow Boards shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW BOARD FROM THE RIGHT-OF-WAY OR PLACE THE ARROW BOARD BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

FLASHING ARROW BOARDS

SHEET 7 OF 12

TRUCK-MOUNTED ATTENUATORS

- Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the National Cooperative Highway Research Report No. 350 (NCHRP 350) or the Manual for Assessing Safety Hardware (MASH).
- Refer to the CWZTCD for the requirements of Level 2 or Level 3 TMAs.
- Refer to the CWZTCD for a list of approved TMAs.
- TMAs are required on freeways unless otherwise noted in the plans.
- A TMA should be used anytime that it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the work performance.
- The only reason a TMA should not be required is when a work area is spread down the roadway and the work crew is on an extended distance from the TMA.



BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR

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GENERAL NOTES

- For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
- For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
- For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer.
- Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
- Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
- The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

GENERAL DESIGN REQUIREMENTS

Pre-qualified plastic drums shall meet the following requirements:

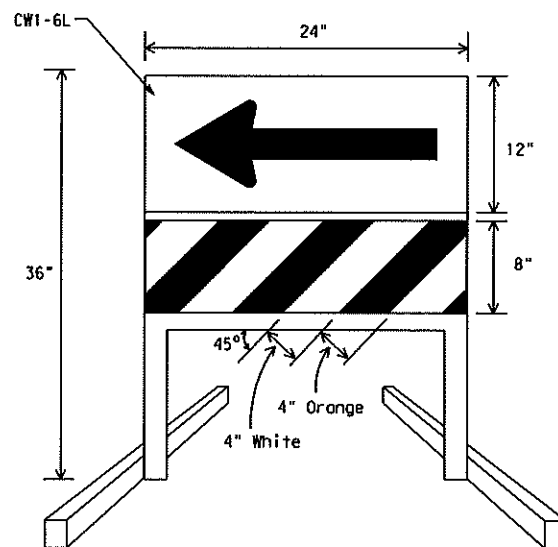
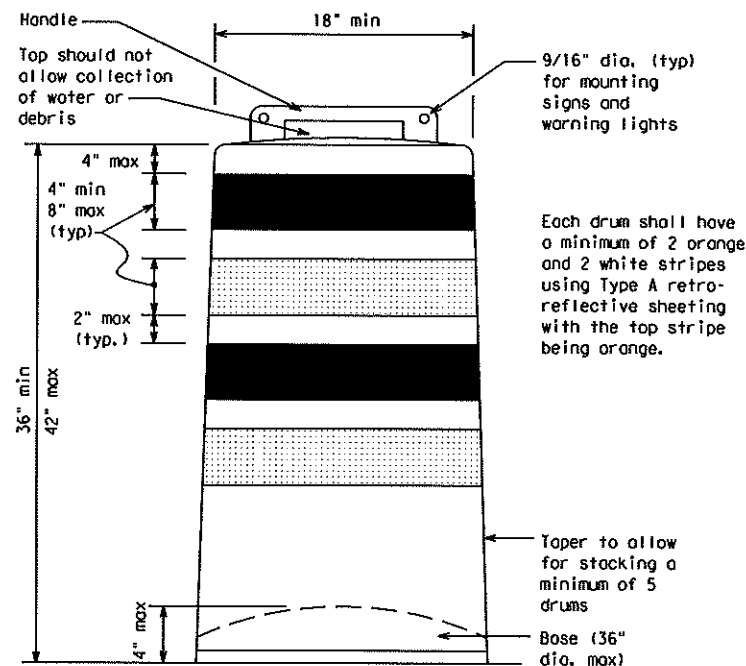
- Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
- The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
- Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or single piece plastic drums as channelization devices or sign supports.
- Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
- The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, warning reflector unit or approved compliant sign.
- The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectORIZED space between any two adjacent stripes shall not exceed 2 inches in width.
- Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
- Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.
- Drum body shall have a maximum unballasted weight of 11 lbs.
- Drum and base shall be marked with manufacturer's name and model number.

RETROREFLECTIVE SHEETING

- The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Sign Face Materials." Type A reflective sheeting shall be supplied unless otherwise specified in the plans.
- The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

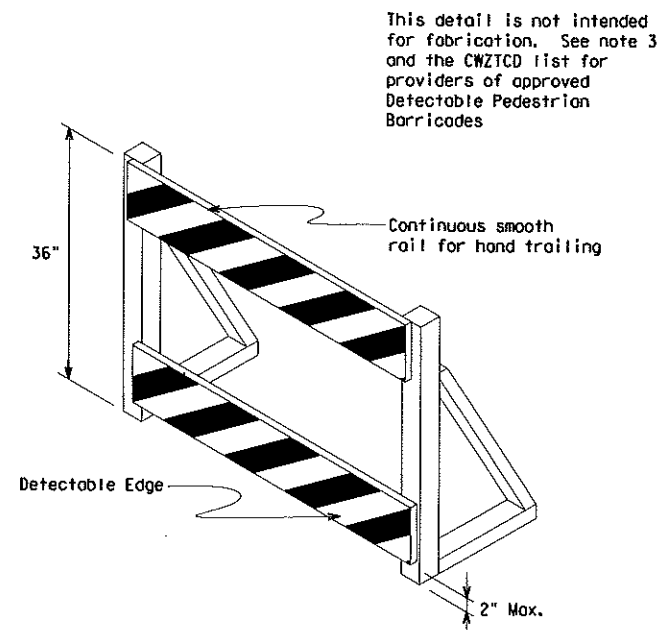
BALLAST

- Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
- Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or a solid rubber base.
- Recycled truck tire sidewalls may be used for ballast on drums approved for this type of ballast on the CWZTCD list.
- The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
- When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
- Ballast shall not be placed on top of drums.
- Adhesives may be used to secure base of drums to pavement.



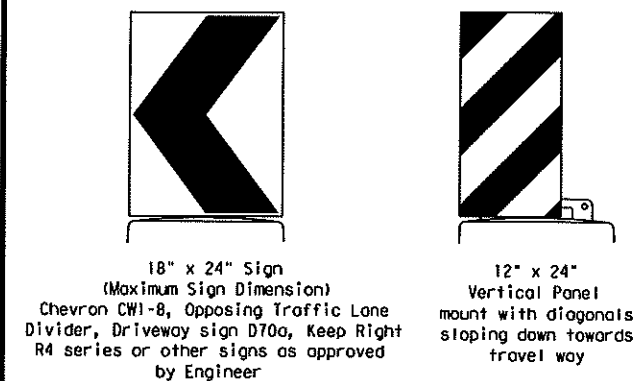
DIRECTION INDICATOR BARRICADE

- The Direction Indicator Barricade may be used in tapers, transitions, and other areas where specific directional guidance to drivers is necessary.
- If used, the Direction Indicator Barricade should be used in series to direct the driver through the transition and into the intended travel lane.
- The Direction Indicator Barricade shall consist of One-Direction Large Arrow (CWI-6) sign in the size shown with a black arrow on a background of Type B_{FL} or Type C_{FL} Orange retroreflective sheeting above a rail with Type A retroreflective sheeting in alternating 4" white and orange stripes sloping downward at an angle of 45 degrees in the direction road users are to pass. Sheet types shall be as per DMS 8300.
- Double arrows on the Direction Indicator Barricade will not be allowed.
- Approved manufacturers are shown on the CWZTCD List. Ballast shall be as approved by the manufacturers instructions.



DETECTABLE PEDESTRIAN BARRICADES

- When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility.
- Where pedestrians with visual disabilities normally use the closed sidewalk, a device that is detectable by a person with a visual disability traveling with the aid of a long cane shall be placed across the full width of the closed sidewalk.
- Detectable pedestrian barricades similar to the one pictured above, longitudinal channelizing devices, some concrete barriers, and wood or chain link fencing with a continuous detectable edging can satisfactorily delineate a pedestrian path.
- Tape, rope, or plastic chain strung between devices are not detectable, do not comply with the design standards in the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)" and should not be used as a control for pedestrian movements.
- Warning lights shall not be attached to detectable pedestrian barricades.
- Detectable pedestrian barricades may use 8" nominal barricade rails as shown on BC(10) provided that the top rail provides a smooth continuous rail suitable for hand trailing with no splinters, burrs, or sharp edges.



Plywood, Aluminum or Metal sign substrates shall NOT be used on plastic drums

SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

- Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
- Chevrons and other work zone signs with an orange background shall be manufactured with Type B_{FL} or Type C_{FL} Orange sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
- Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type A Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
- Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height, except for the R9 series signs discussed in note 8 below.
- Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
- Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
- Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
- R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.

SHEET 8 OF 12



BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

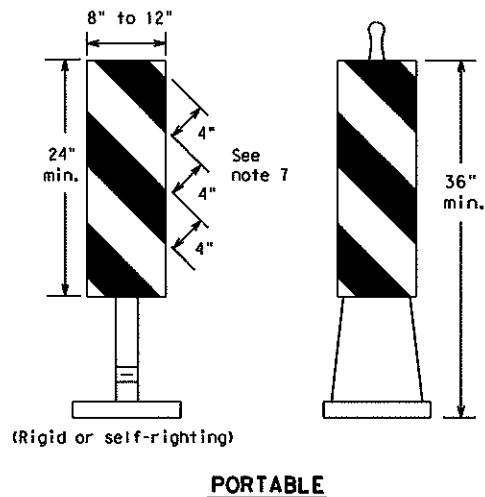
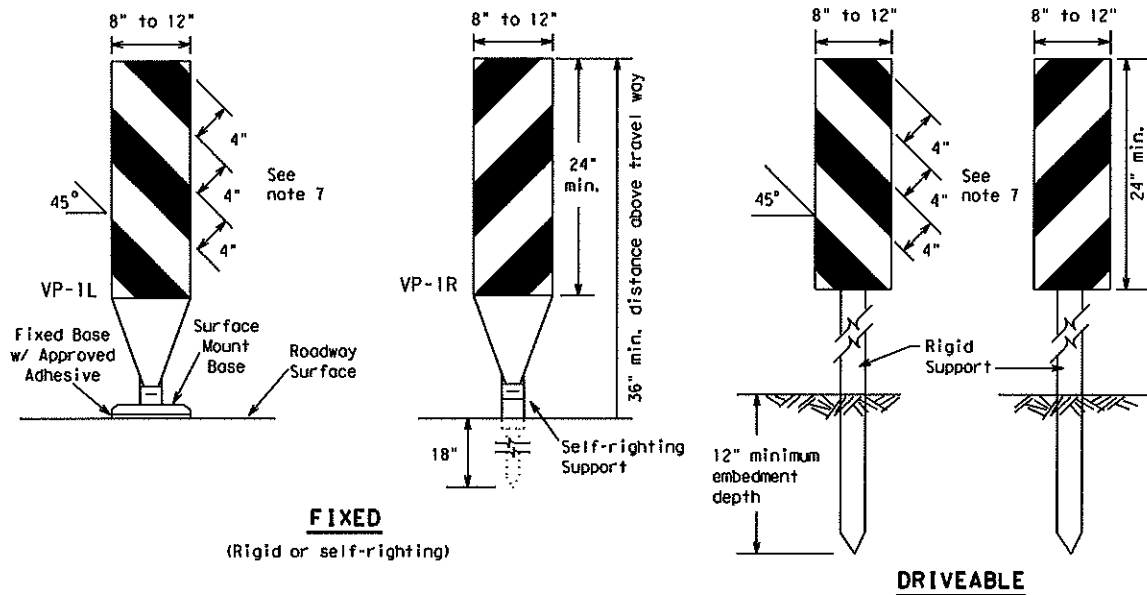
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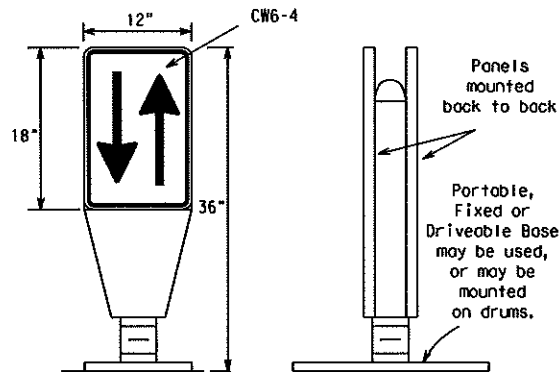
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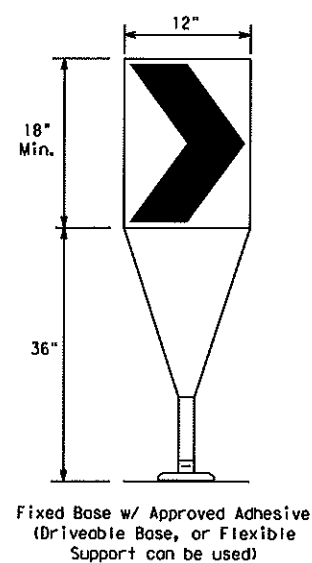
1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual Appendix B "Treatment of Pavement Drop-offs in Work Zones" for additional guidelines on the use of VP's for drop-offs.
3. VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travel lane.
4. VP's used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
5. Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
6. Sheeting for the VP's shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
7. Where the height of reflective material on the vertical panel is 36 inches or greater, a panel stripe of 6 inches shall be used.

VERTICAL PANELS (VPs)



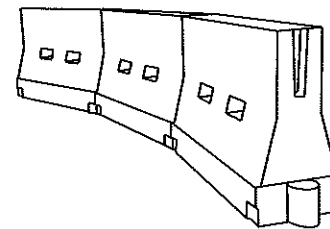
1. Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
2. The OTLD may be used in combination with 42" cones or VPs.
3. Spacing between the OTLD shall not exceed 500 feet. 42" cones or VPs placed between the OTLD's should not exceed 100 foot spacing.
4. The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.

OPPOSING TRAFFIC LANE DIVIDERS (OTLD)



1. The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
2. Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
3. Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
4. To be effective, the chevron should be visible for at least 500 feet.
5. Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
6. For Long Term Stationary use on tapers or transitions on freeways and divided highways self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

CHEVRONS



LONGITUDINAL CHANNELIZING DEVICES (LCD)

1. LCDs are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. They are not designed to contain or redirect a vehicle on impact.
2. LCDs may be used instead of a line of cones or drums.
3. LCDs shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. LCDs should not be used to provide positive protection for obstacles, pedestrians or workers.
5. LCDs shall be supplemented with retroreflective delineation as required for temporary barriers on BC(7) when placed roughly parallel to the travel lanes.
6. LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective sheeting meeting the requirements for barricade rails as shown on BC(10) placed near the top of the LCD along the full length of the device.

WATER BALLASTED SYSTEMS USED AS BARRIERS

1. Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate NCHRP 350 crashworthiness requirements based on roadway speed and barrier application.
2. Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
3. Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
5. When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to a point outside the clear zone.

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long cones and the top of the unit shall not be less than 32 inches in height.

HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS

GENERAL NOTES

1. Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
3. Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
4. The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
5. Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh a minimum of 30 lbs.
6. Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
7. The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.

Posted Speed %	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices	
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent
30	L = $\frac{WS^2}{60}$	150'	165'	180'	30'	60'
35		205'	225'	245'	35'	70'
40		265'	295'	320'	40'	80'
45	L = WS	450'	495'	540'	45'	90'
50		500'	550'	600'	50'	100'
55		550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70		700'	770'	840'	70'	140'
75		750'	825'	900'	75'	150'
80		800'	880'	960'	80'	160'

**Taper lengths have been rounded off.
L=Length of Taper (FT.) W=Width of Offset (FT.)
S=Posted Speed (MPH)

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS

SHEET 9 OF 12



BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC (9) - 13

FILE: bc-13.dgn	DATE: TxDOT	DATE: TxDOT	DATE: TxDOT	DATE: TxDOT
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9-07	REVISIONS			
7-13				
	DIST	COUNTY		SHEET NO.

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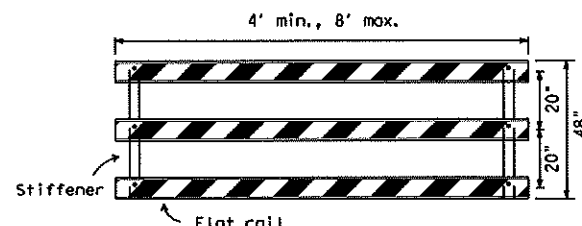
TYPE 3 BARRICADES

1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.

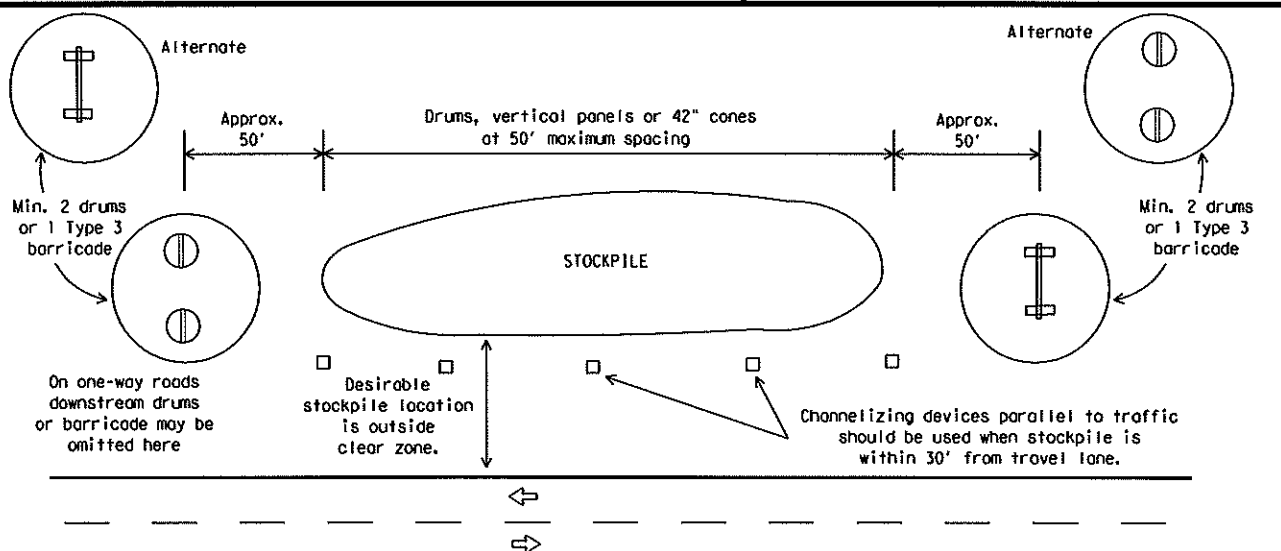


TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



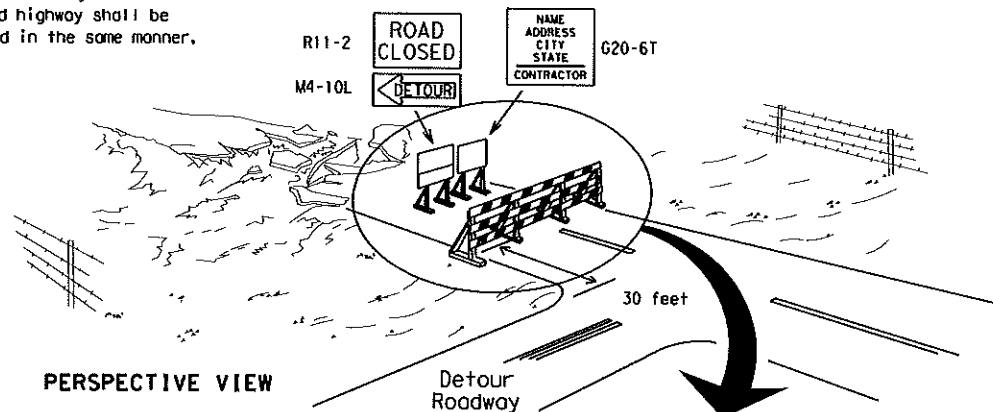
Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES



TRAFFIC CONTROL FOR MATERIAL STOCKPILES

Each roadway of a divided highway shall be barricaded in the same manner.



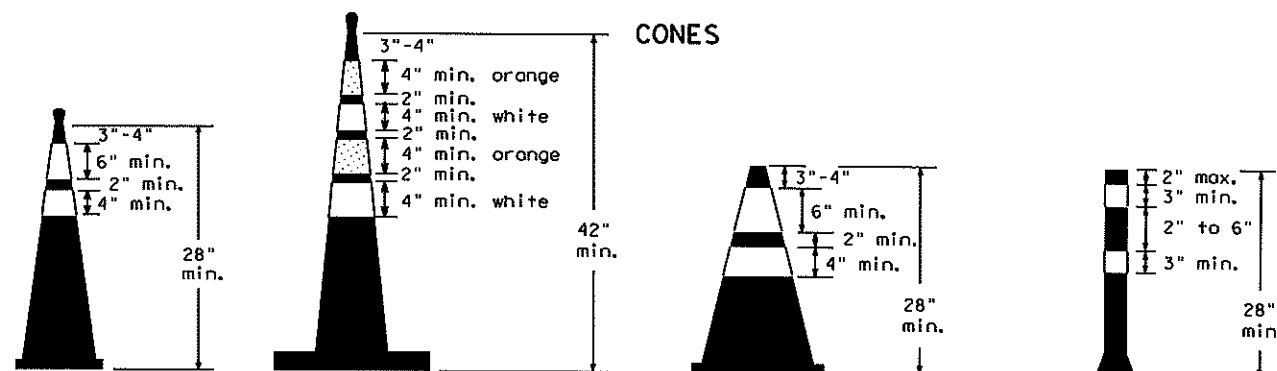
PERSPECTIVE VIEW

The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic. Barricade striping should slant downward in the direction of detour.

1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

PLAN VIEW

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



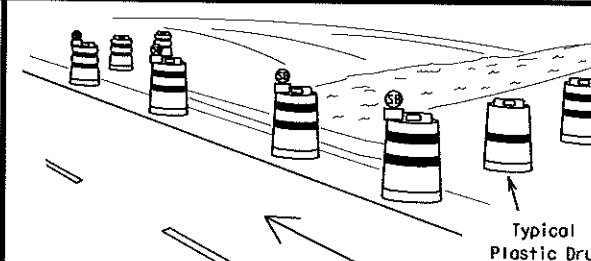
Two-Piece cones

One-Piece cones

Tubular Marker

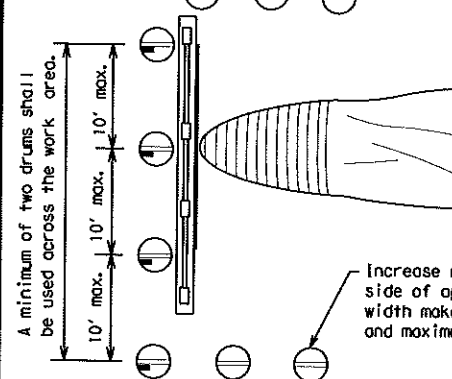
28" Cones shall have a minimum weight of 9 1/2 lbs.
42" 2-piece cones shall have a minimum weight of 30 lbs, including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers used at night shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined in BC(4). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.



PERSPECTIVE VIEW

These drums are not required on one-way roadway



PLAN VIEW

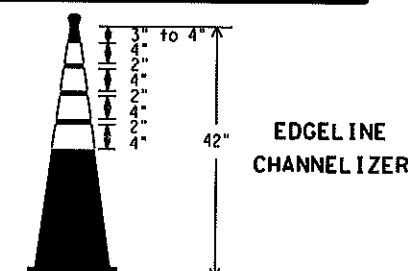
CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS

1. Where positive redirection capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.

LEGEND

	Plastic drum
	Plastic drum with steady burn light or yellow warning reflector
	Steady burn warning light or yellow warning reflector

THIS DEVICE SHALL NOT BE USED ON PROJECTS LET AFTER MARCH 2014.



EDGE LINE CHANNELIZER

1. This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the travel lane. It is not intended to be used in transitions or tapers.
2. This device shall not be used to separate lanes of traffic (topposing or otherwise) or warn of objects.
3. This device is based on a 42 inch, two-piece cone with an alternate striping pattern: four 4 inch retroreflective bands, with an approximate 2 inch gap between bands. The color of the band should correspond to the color of the edgeline (yellow for left edgeline, white for right edgeline) for which the device is substituted or for which it supplements. The reflectorized bands shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
4. The base must weigh a minimum of 30 lbs.

SHEET 10 OF 12



Traffic Operations Division Standard

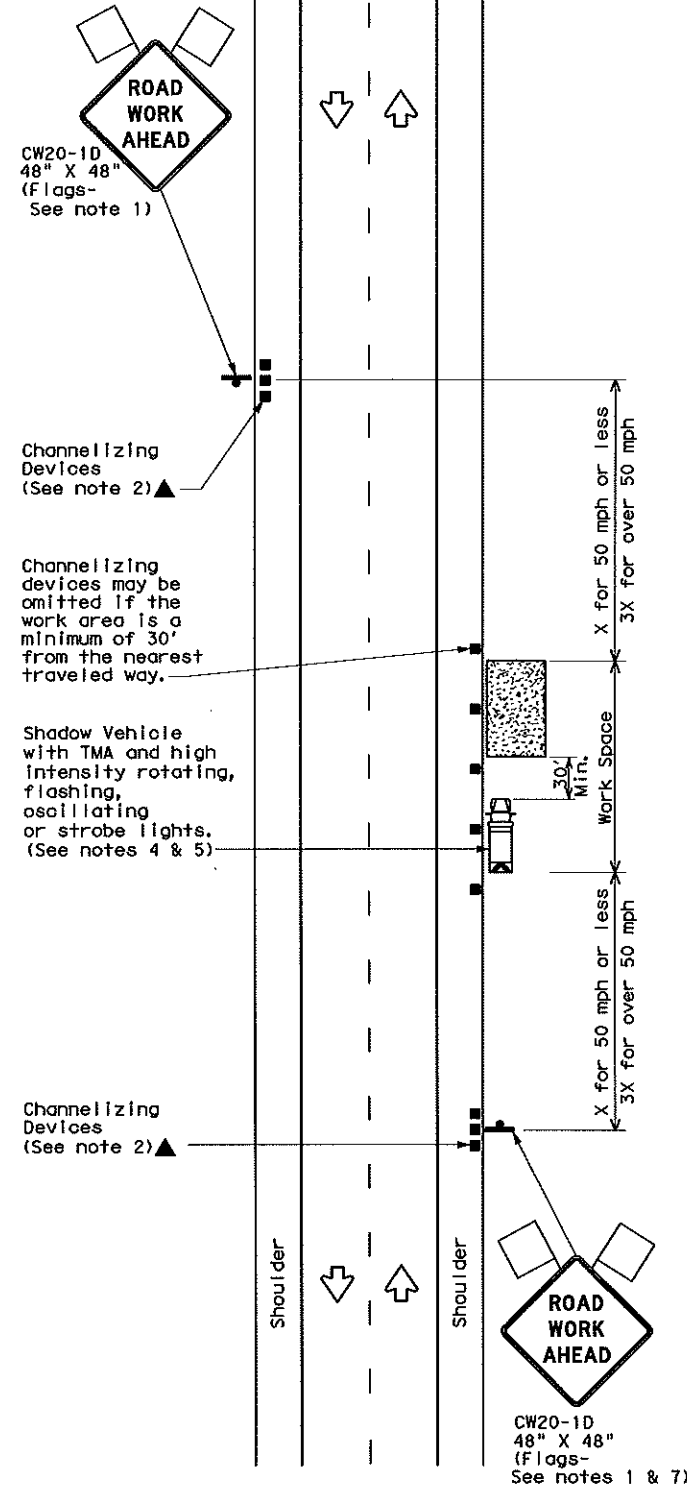
BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(10)-13

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© TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
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9-07				
7-13				

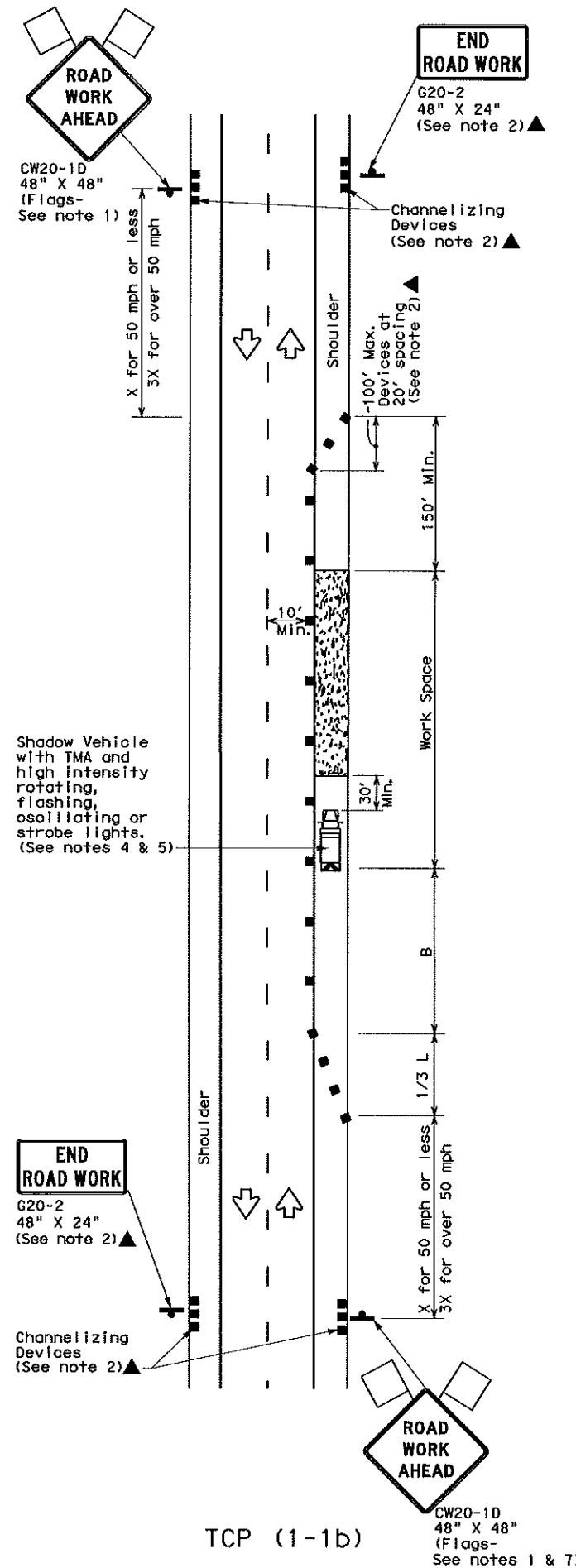
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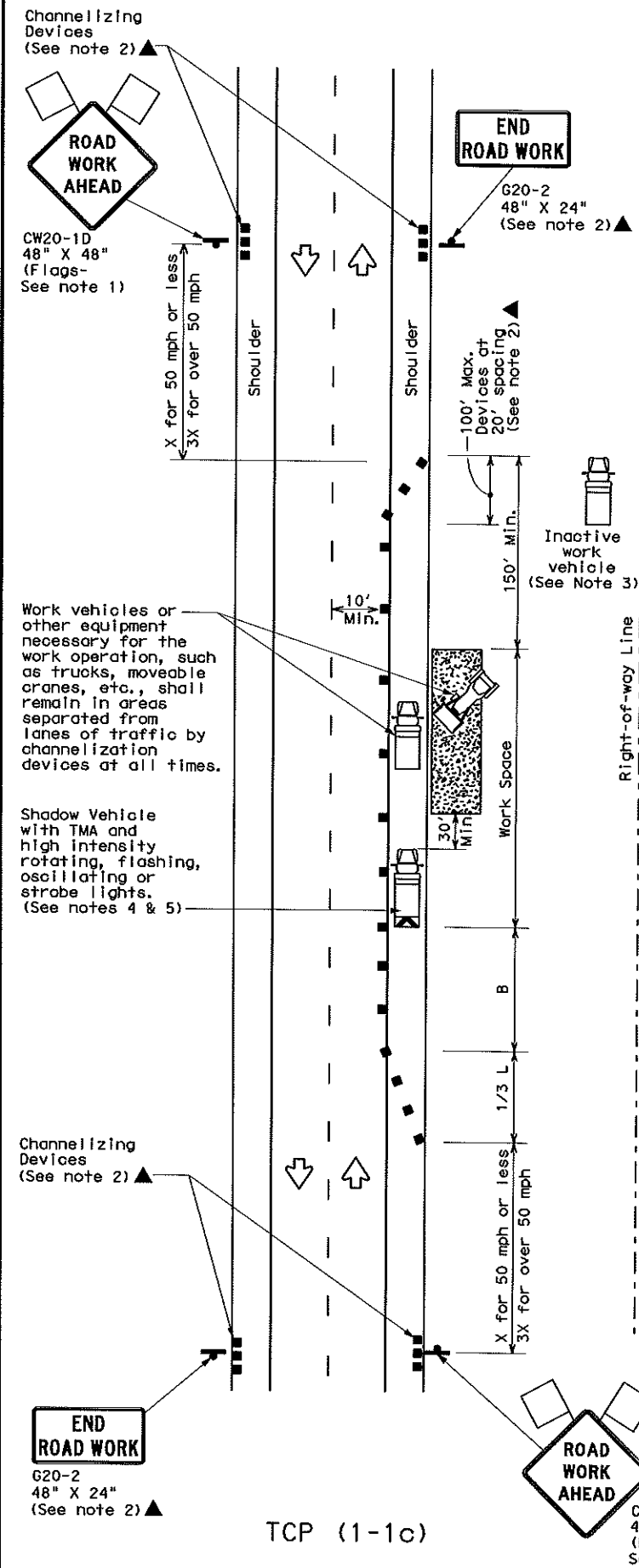
TCP (1-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent		
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L = WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.

L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

- Flags attached to signs where shown are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
- Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
- A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
- See TCP (5-1) for shoulder work on divided highways, expressways and freeways.
- CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

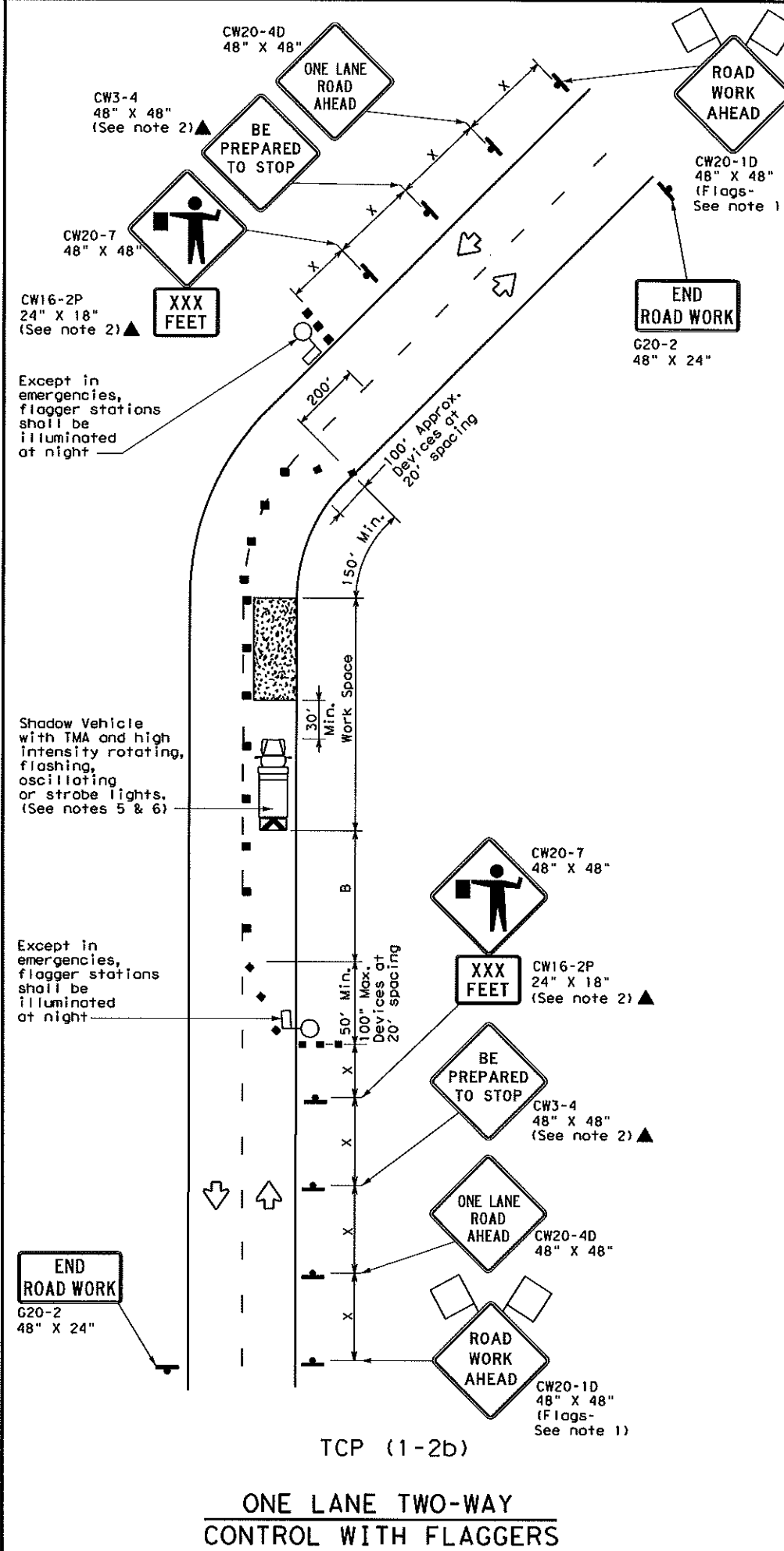
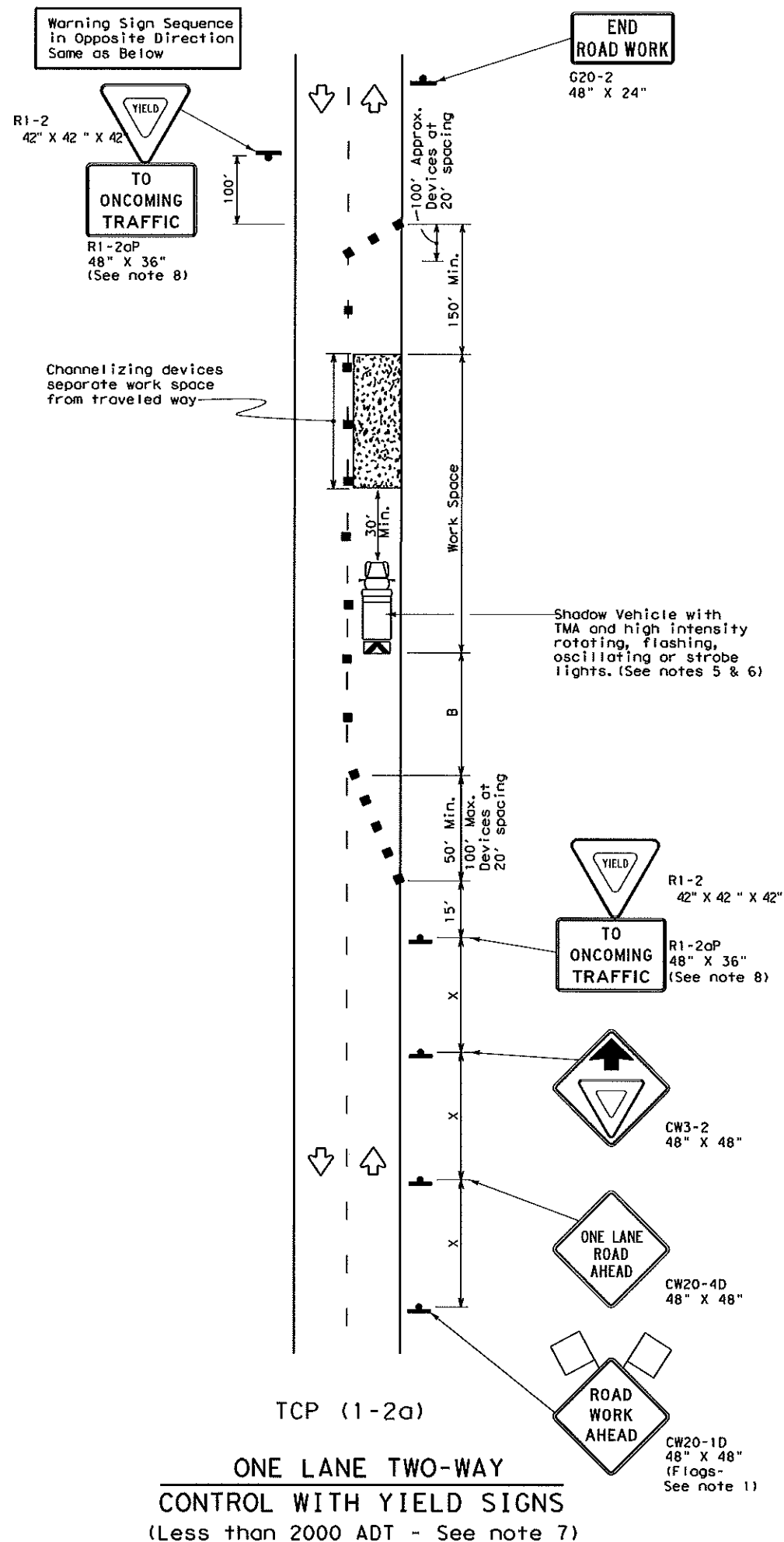
TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP (1-1)-12

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REVISIONS		CONT	SECT	JOB	HIGHWAY
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8-95					
1-97					
4-98					
		DIST	COUNTY	SHEET NO.	

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LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "x"	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent			
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L = WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only

** Taper lengths have been rounded off.

L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

- Flags attached to signs where shown are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
- The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
- Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
- A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

- R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
- R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)

- Flaggers should use two-way radios or other methods of communication to control traffic.
- Length of work space should be based on the ability of flaggers to communicate.
- If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
- Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
- Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

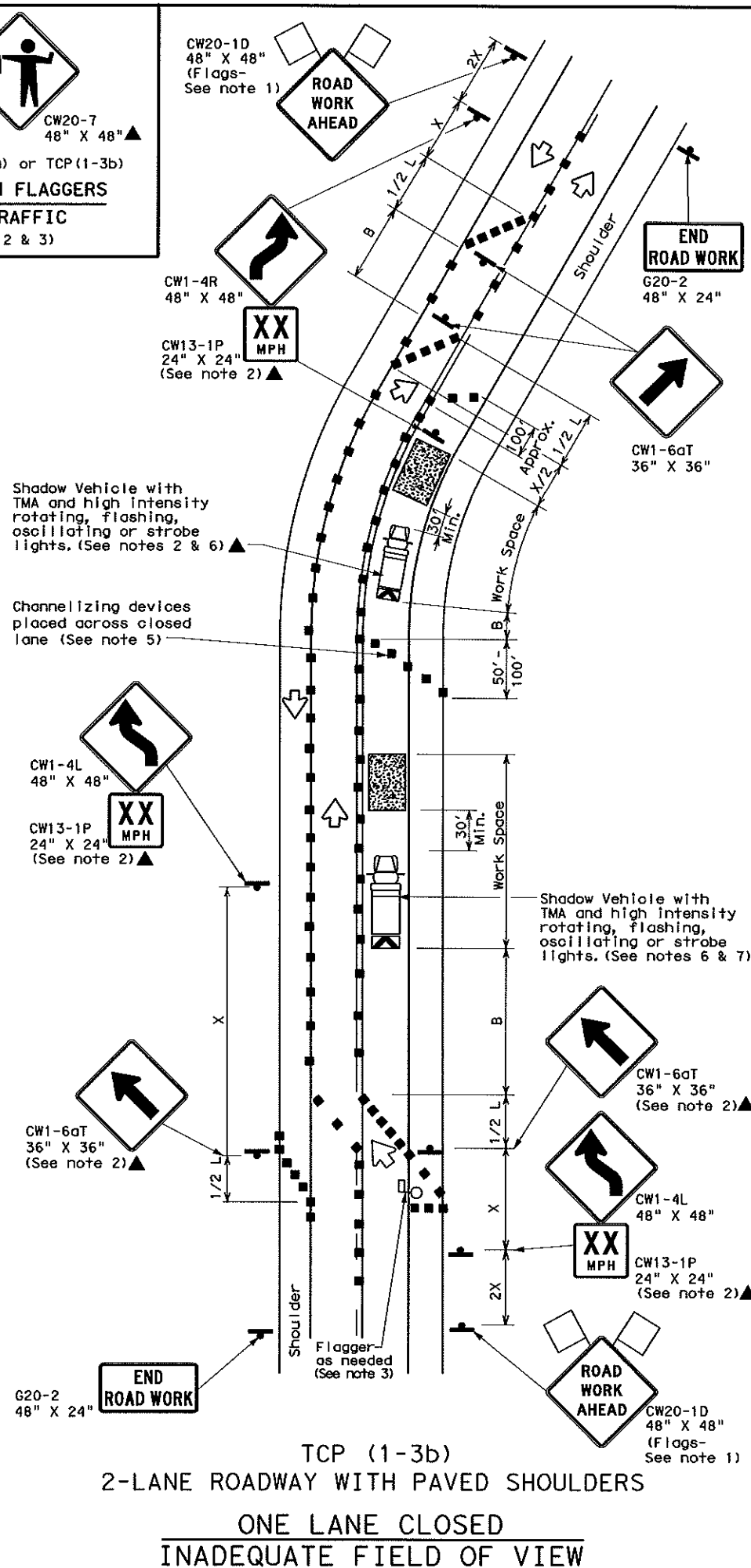
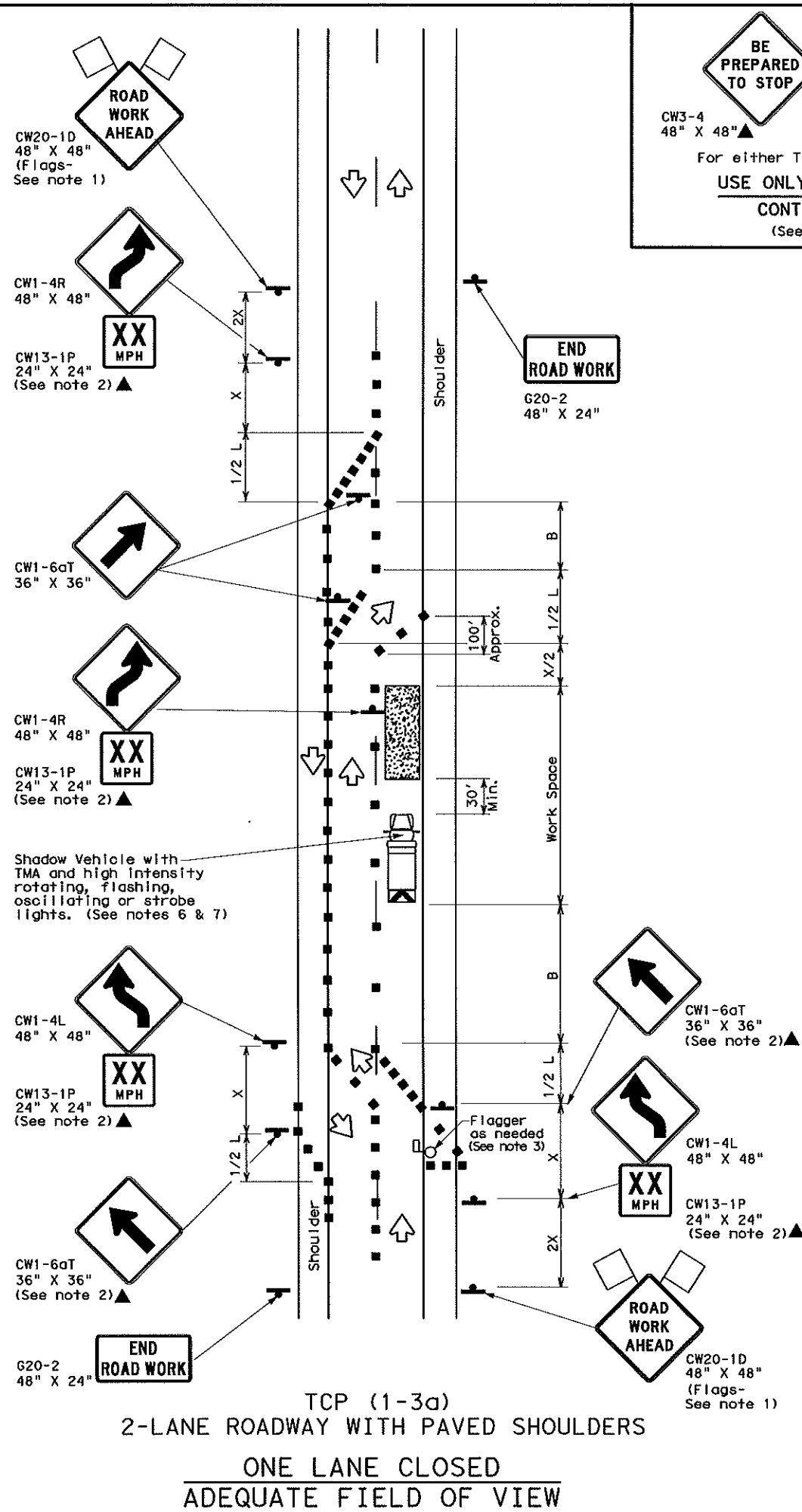
TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP (1-2) - 12

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4-90	2-12									
2-94										
1-97										
4-98										
		CONT	SECT	JOB	HIGHWAY		COUNTY		SHEET NO.	

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LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed X	Formula	Minimum Desirable Taper Lengths X*			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing X* Distance	Suggested Longitudinal Buffer Space "B"
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent		
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.

L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

- Flags attached to signs where shown are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
- Flagger control should NOT be used unless roadway conditions or heavy traffic volume require additional emphasis to safely control traffic. Additional flaggers may be positioned in advance of traffic queues to alert traffic to reduce speed.
- DO NOT PASS, PASS WITH CARE and construction regulatory speed zone signs may be installed downstream of the ROAD WORK AHEAD signs.
- When the work zone is made up of several work spaces, channelizing devices should be placed laterally across the closed lane to re-emphasize closure. Laterally placed channelizing devices should be repeated every 500 to 1000 feet in urban areas and every 1/4 to 1/2 mile in rural areas.
- A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
- Where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20', or 15' if posted speed is 35 mph or slower, and for tangent sections, at 1/2S where S is the speed in mph. This tighter device spacing is intended for the area of conflicting markings not the entire work zone.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN TRAFFIC SHIFTS ON TWO LANE ROADS

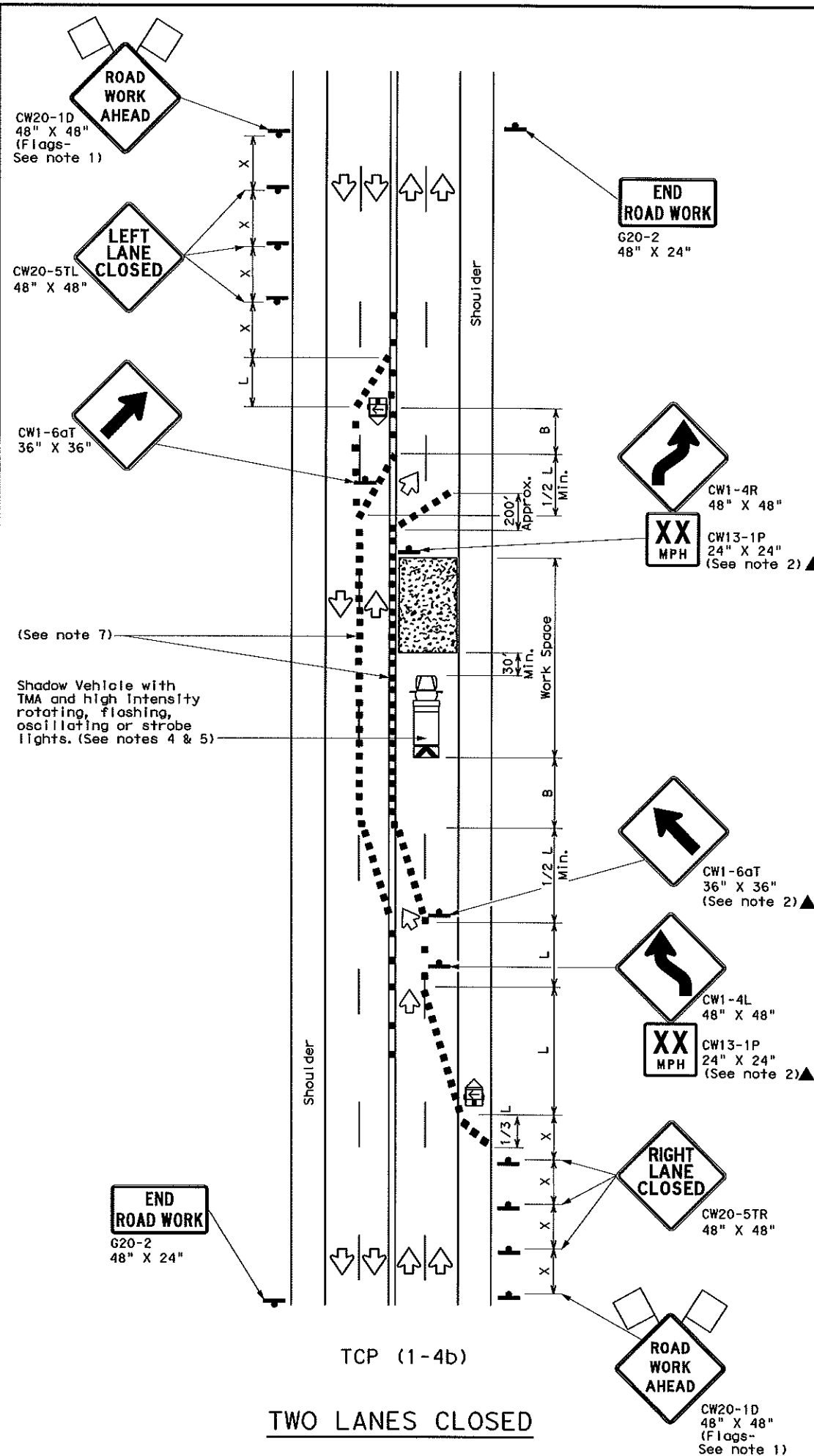
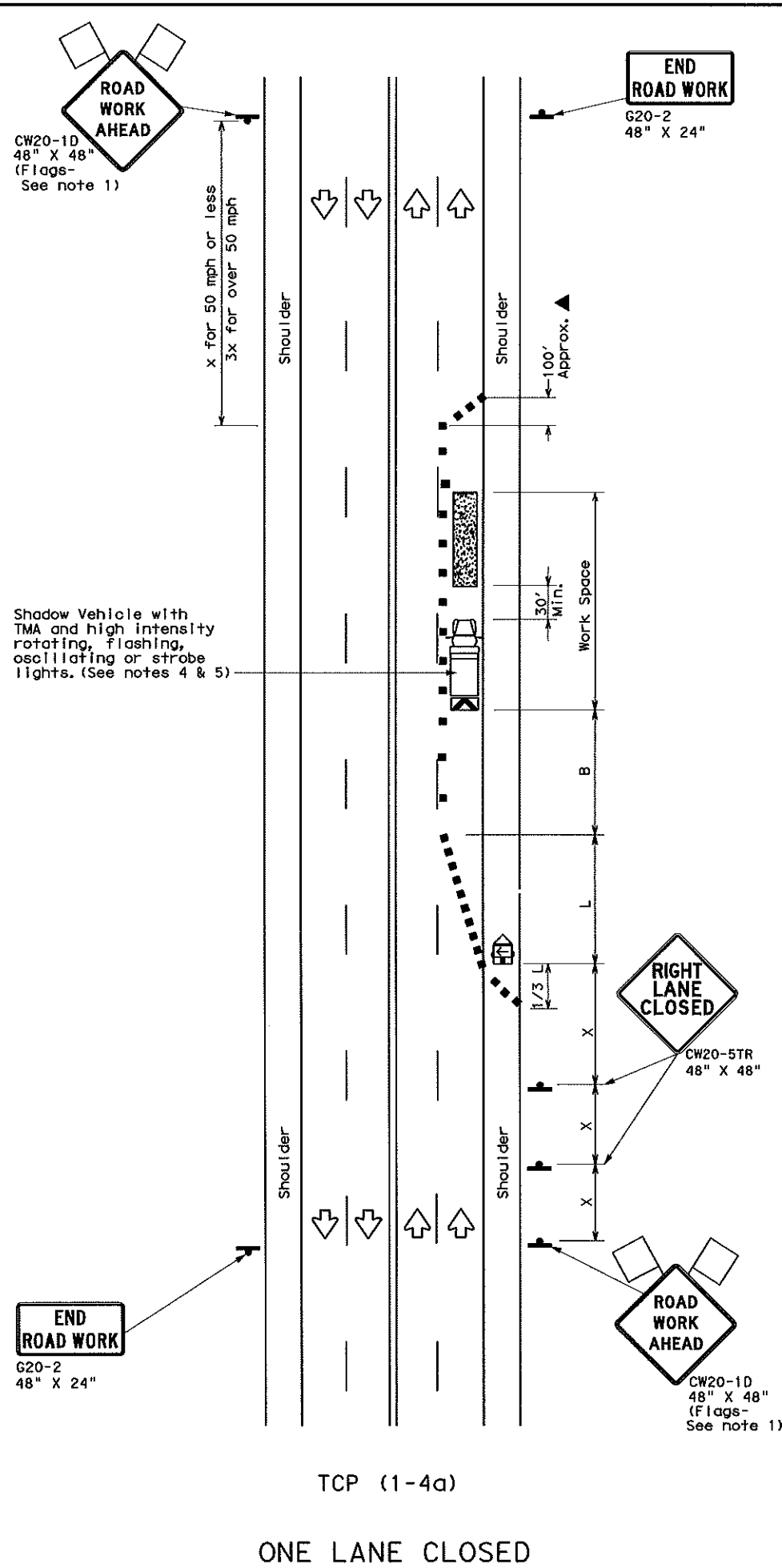
TCP (1-3) -12

© TxDOT December 1985		DH: TXDOT	CK: TXDOT	DH: TXDOT	CK: TXDOT
REVISIONS		CONT	SECT	JOB	HIGHWAY
2-94	2-12				
8-95					
1-97					
4-98					
		DIST	COUNTY		SHEET NO.

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DISCLAIMER:

DATE:
FILE:



LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths * X			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent		
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L = WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

* Taper lengths have been rounded off.

L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

- Flags attached to signs where shown are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
- The CW20-1D "ROAD WORK AHEAD" sign may be repeated if the visibility of the work zone is less than 1500 feet.
- A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-4a)

- If this TCP is used for a left lane closure, CW20-5TL "LEFT LANE CLOSED" signs shall be used and channelizing devices shall be placed on the centerline where needed to protect the work space from opposing traffic with the arrow panel placed in the closed lane near the end of the merging taper.

TCP (1-4b)

- Where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20' or 15' if posted speeds are 35 mph or slower, and for tangent sections, at 1/2S where S is the speed in mph. This tighter device spacing is intended for the areas of conflicting markings, not the entire work zone.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

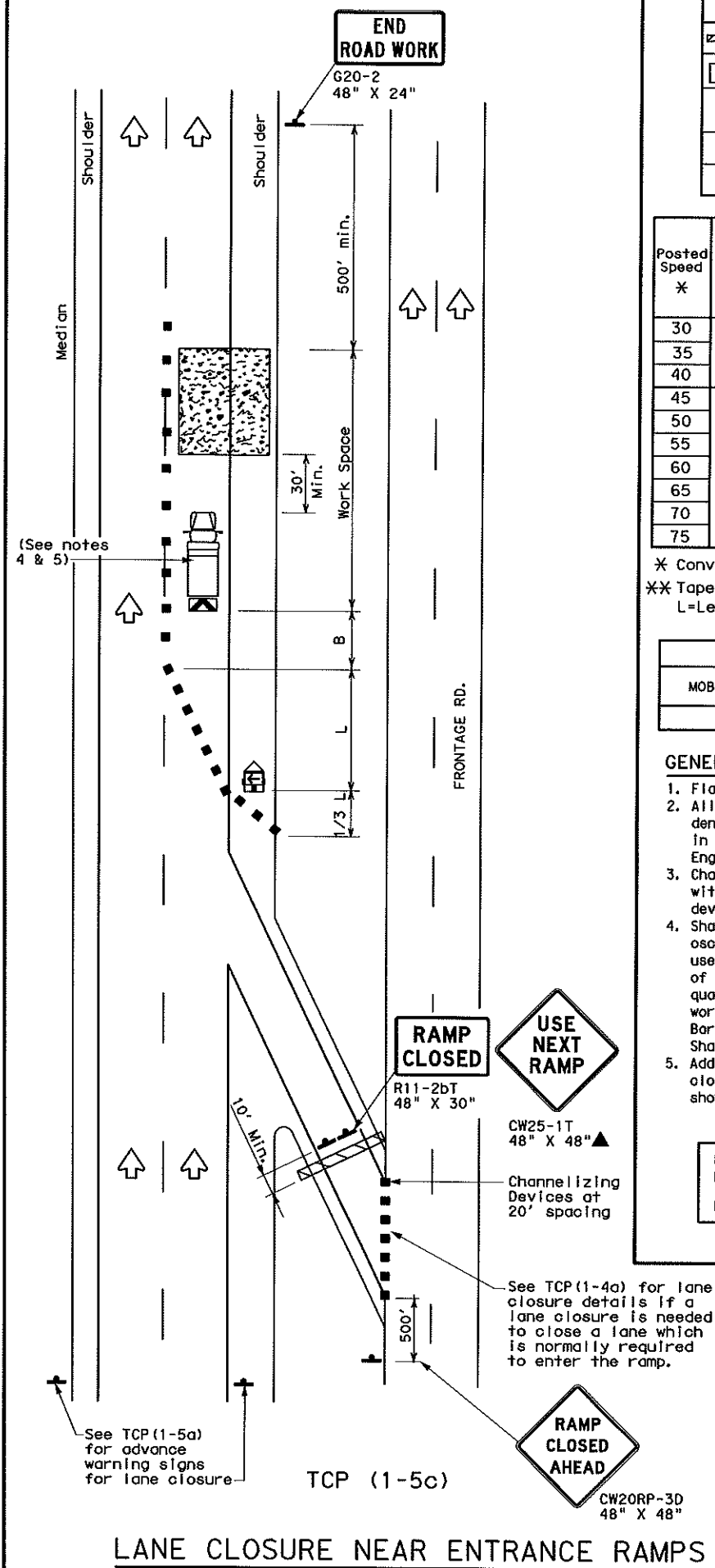
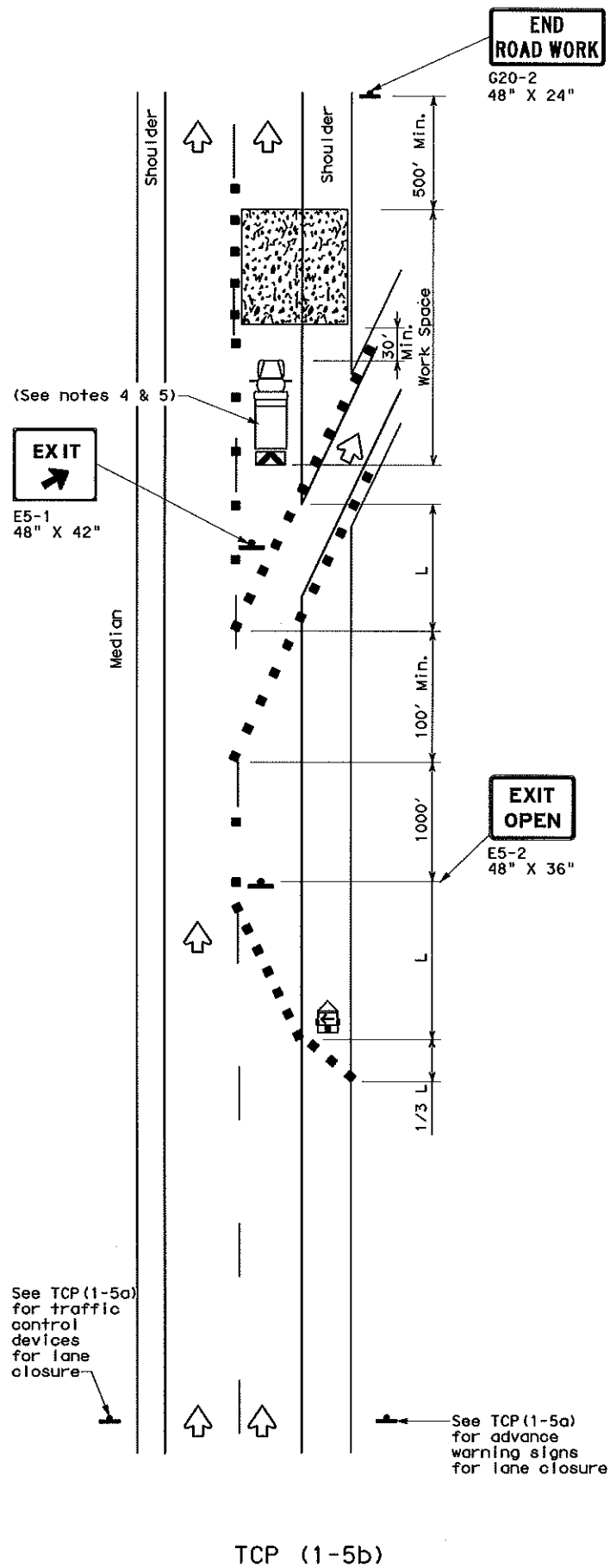
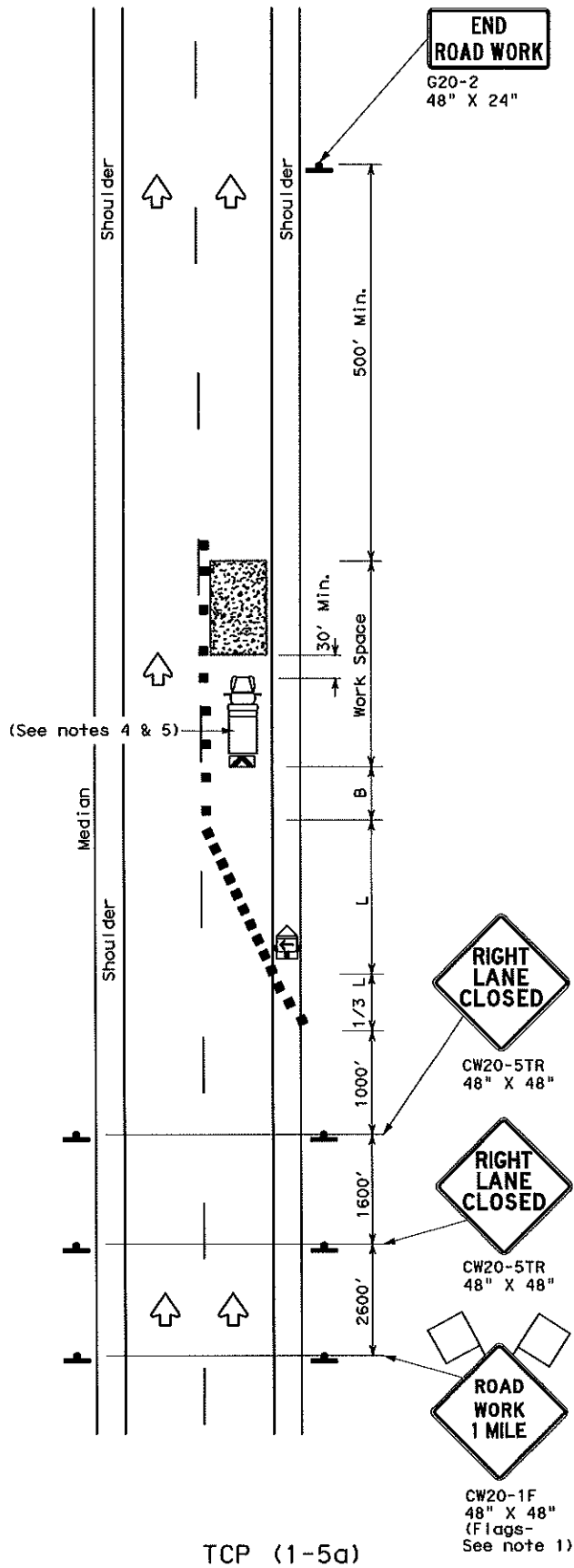
TRAFFIC CONTROL PLAN LANE CLOSURES ON MULTILANE CONVENTIONAL ROADS

TCP (1-4) - 12

© TxDOT December 1985		DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
REVISIONS		CONT	SECT	JOB	HIGHWAY
2-94	2-12				
8-95					
1-97					
4-98					
DIST		COUNTY		SHEET NO.	

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DATE:
FILE:



LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent		
30	L = WS ² / 60	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L = WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.

L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
		✓		

GENERAL NOTES

- Flags attached to signs where shown, are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
- Channelizing devices used to close lanes may be supplemented with the Chevron Alignment Sign placed on every other channelizing device. Chevrons may be attached to plastic drums as per BC Standards.
- Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned in each closed lane, on the shoulder or off the paved surface, next to those shown in order to protect a wider work space.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

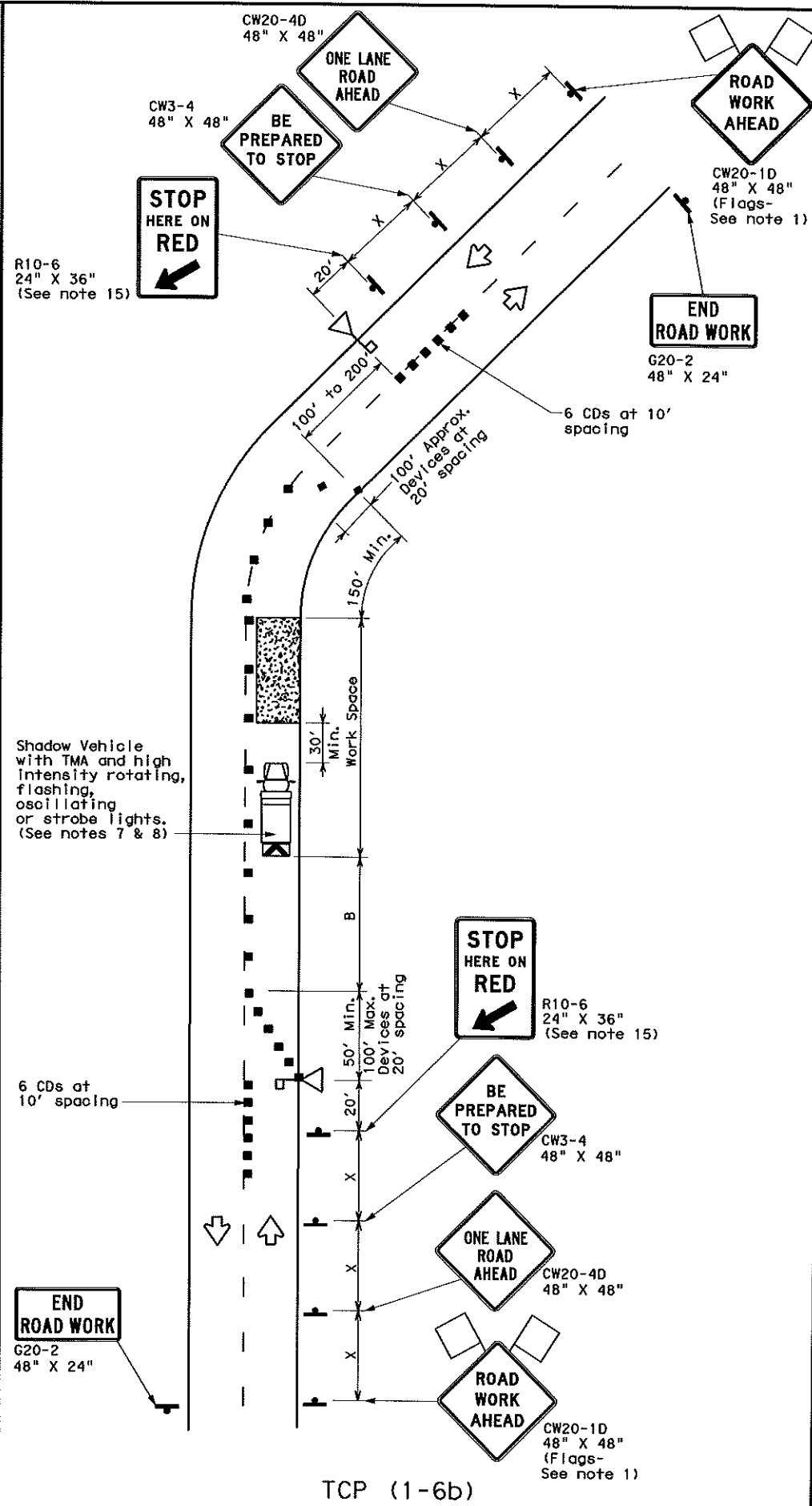
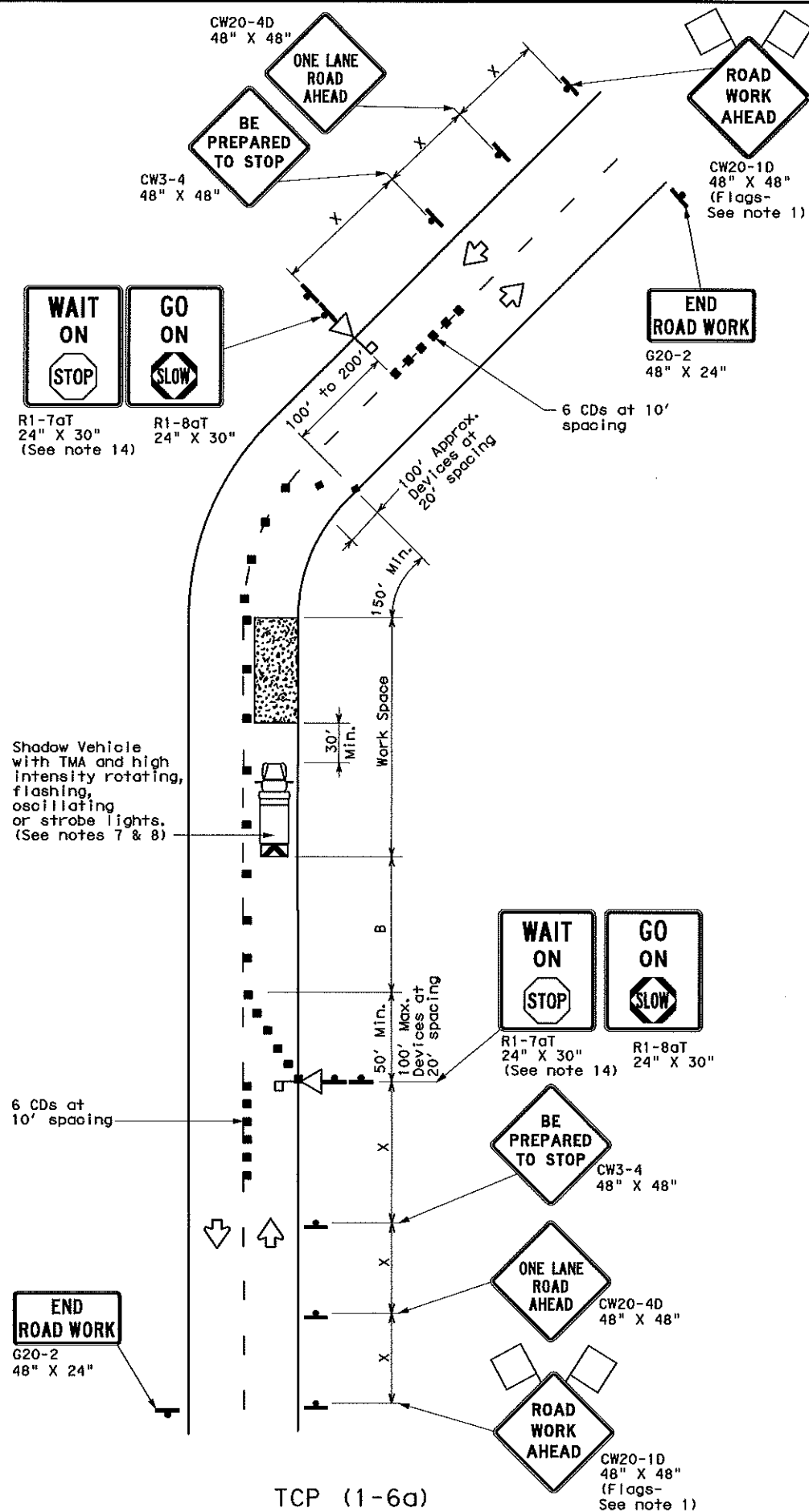
TRAFFIC CONTROL PLAN LANE CLOSURES FOR DIVIDED HIGHWAYS

TCP (1-5) - 12

© TxDOT February 2012		DN: TxDOT	CK: TxDOT	DN: TxDOT	CK: TxDOT
REVISIONS		CONT	SECT	JOB	HIGHWAY
DIST		COUNTY		SHEET NO.	

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DATE: FILE:



LEGEND			
	Type 3 Barricade		Channelizing Devices (CDs)
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Automated Flagger Assistance Device (AFAD)		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed X	Formula	Minimum Desirable Taper Lengths X X			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent			
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L = WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

- Flags attached to signs where shown are REQUIRED.
- AFADs shall only be used in situations where there is one lane of approaching traffic in the direction to be controlled.
- Adequate stopping sight distance must be provided to each AFAD location for approaching traffic. (See table above).
- Each AFAD shall be operated by a qualified/certified flagger. Flaggers operating AFADs shall not leave them unattended while they are in use.
- One flagger may operate two AFADs only when the flagger has an unobstructed view of both AFADs and of the approaching traffic in both directions.
- When pilot cars are used, a flagger controlling traffic shall be located on each approach. AFADs shall not be operated by the pilot car operator.
- All AFADs shall be equipped with gate arms with an orange or fluorescent red-orange flag attached to the end of the gate arm. The flag shall be a minimum of 16" square.
- A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
- Flaggers should use two-way radios or other methods of communication to control traffic.
- Length of work space should be based on the ability of flaggers to communicate.
- If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain stopping sight distance to the AFAD.
- Channelizing devices on the center line may be omitted when a pilot car is leading traffic and approved by the Engineer.
- The R1-7aT "WAIT ON STOP" sign and the R1-8aT "GO ON SLOW" sign shall be installed at the AFAD location on separate supports or they may be fabricated as one 48" x 30" sign. They shall not obscure the face of the STOP/SLOW AFAD.
- The R10-6 "STOP HERE ON RED" arrow sign shall be offset so as not to obscure the lenses of the AFAD.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN AUTOMATED FLAGGER ASSISTANCE DEVICES (AFADs)

TCP (1-6)-12

© TxDOT February 2012		DN: TXDOT	CK: TXDOT	DN: TXDOT	CK: TXDOT
REVISIONS		CONT	SECT	JOB	HIGHWAY
		DIST	COUNTY		SHEET NO.

EXHIBIT B
PAYMENT SCHEDULE

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

-OR-

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

Schedule of Payment for each phase:

TAMU Post Game Day Traffic Control for the 2024 Football Season (7 games)

Not to Exceed: \$128,800.00

Item Description	Price	UOM	Qty/Day	# of UOM	Total Qty.	Total
Gameday Traffic Control 2024 (Price per Game) 10% BuyBoard Discount	(\$2,048.89)	Per Each	7	1	7	(\$14,342.23)
Gameday Traffic Control 2024 (Price per Game)	\$20,448.89	Per Each	7	1	7	\$143,142.23

Note: The * indicates taxable items.



HOUSTON - Remittance Address P.O. Box 95587
Grapevine, TX 76099-9709
281-453-6400

QUOTATION

Quote Date	Quote ID
7/15/2024	MC071524COCS

Valid Through: 6/13/2024

City Of College Station

Michael Holmes
PO Box 9960
College Station, TX 77842
Phone: 979-764-6247

Job Location:

Gameday Traffic Control 2024
City Of College Station
Quote Created By: Mikey

Item Description	Price	UOM	Qty/Day	# of UOM	Total Qty.	Total
Gameday Traffic Control 2024 (Price per Game) 10% BuyBoard Discount	(\$2,048.89)	Per Each	7	1	7	(\$14,342.23)
Gameday Traffic Control 2024 (Price per Game)	\$20,448.89	Per Each	7	1	7	\$143,142.23

Note: The * indicates taxable items.

*Pricing is for Buyers to supply crews for setup of materials provided by
COCS for Gameday traffic control*
BUYBOARD QUOTE Contract #608-20

Included: Mobilization covers initial set up and complete return of material. Partial Returns are subject to additional charges.
Return Fee will be charged in accordance with all delivery fees. Material must be picked up in same manner dropped off or additional fees may be applied.

Add'l Terms: All invoices are due Net 15.
14 (Fourteen) days minimum required before job start.

Michael Cooper 7/15/2024
Mikey Date
Buyers Barricades

Visit Our Website at www.buyersbarricades.com

Accepted By:

Signature Date

Print Name

Title

Company

EXHIBIT C
CERTIFICATES OF INSURANCE

Contract No. 24300610
General Service Contract
Form 08-10-2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/22/2024

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 Cobbs, Allen & Hall, Inc. 115 Office Park Drive Birmingham AL 35223	CONTACT NAME: Ashleigh Calvert PHONE (A/C, No, Ext): 205-874-1254 E-MAIL ADDRESS: acalvert@cobbsallen.com FAX (A/C, No):
INSURED Buyers Barricades Houston, LLC 25416 Aldine Westfield Rd Spring TX 77373	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire INSURER B: Indian Harbor Insurance Compan INSURER C: National Liability & Fire Ins INSURER D: INSURER E: INSURER F:
License#: 79319 BUYERBAR-01	NAIC # 19445 36940 20052

COVERAGES**CERTIFICATE NUMBER:** 139728334**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 ☒ PRO-JECT ☐ LOC OTHER:			GL6952562	6/11/2024	4/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			73APB008871	6/11/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			SXS0066062	6/11/2024	4/1/2025	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
A	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 ☐	N/A	WC20435052	6/11/2024	4/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000

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

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to any owner, lessee, or contractor whom you have agreed to include as an additional insured under a fully executed written contract or written agreement, provided that such was executed prior to an "occurrence", loss, injury or damage. Automatic Additional Insured - Completed Operations; Provides additional insured status to any owner, lessee, or contractor whom you have agreed to include as an additional insured under a fully executed written contract or written agreement, provided that such was executed prior to an "occurrence", loss, injury or damage. Primary & Non-Contributory where required by a written contract between the named insured and any person or organization that requires such status. Blanket Automatic Waiver of Subrogation endorsement that provide this feature, only when there is a written contract between the named insured and the certificate holder that requires it. Blanket Additional Insured for Lessor of Leased Equipment. *ALWAYS REFER TO THE ATTACHED POLICY FORMS FOR SPECIFIC WORDING OF SUCH COVERAGE, LIMITS, CONDITIONS AND EXCLUSIONS.

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

In consideration of payment of the additional premium listed below, LIABILITY COVERAGE is extended to include the additional insured named herein, provided that:

- 1) such insurance applies only to the ownership, maintenance or use of a covered auto; and
- 2) such insurance applies only to acts or omissions by you, your agents or your "employees" while such covered auto is being used in your business; and
- 3) such insurance does not apply to the acts or omissions of the additional insured or any of the additional insured's agents or "employees" other than you; and
- 4) such inclusion of additional insured shall not increase our limit of liability under this policy.

ADDITIONAL INSURED:

**City of College Station
PO Box 9960
College Station TX 77842**

All other terms, conditions and agreements remain unchanged.

Additional Premium:

Company Name National Liability & Fire Insurance Company	Policy Number 73 APB 008871
	Endorsement Effective 06/11/2024 12:01 AM
Named Insured BUYERS BARRICADES INC	Countersigned by

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy .)

**WAIVER OF TRANSFER OF RIGHTS OF
RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 06/11/2024 12:01 AM	Countersigned By:
Named Insured: BUYERS BARRICADES INC	

SCHEDULE

Name Of Person(s) Or Organization(s): City of College Station PO Box 9960 College Station TX 77842	
Additional Premium	\$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule. We will retain the additional premium shown above, regardless of any early termination of this endorsement or the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
"ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO."	"PER THE CONTRACT OR AGREEMENT."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", property damage or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;
in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than

that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to

Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
"ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO."	"PER THE CONTRACT OR AGREEMENT."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or property damage caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
DESIGNATED SITES POLLUTION LIABILITY LIMITED COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

"PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO."

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY - OTHER
INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your

policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 06/11/2024 forms a part of policy

No. GL 695-25-62 issued to Buyers Barricades, Inc.

by National Union Fire Insurance Company of Pittsburgh, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

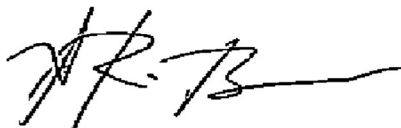
Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy

107414 (03/11)



Authorized Representative or Countersignature
(in States Where Applicable)

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 12:01 AM 06/11/2024 forms a part of Policy No. WC 020-43-5052

Issued to **BUYERS BARRICADES, INC.**

By **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: **ALL TEXAS OPERATIONS**

3. Premium:

The premium charge for this endorsement shall be 2.00 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: **INCLUDED**



WC 42 03 04 B
(Ed. 6-14)

Countersigned by _____

Authorized Representative

August 8, 2024
Item No. 8.1.
Call FY25 Tax Rate Public Hearing

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the 2024-2025 ad valorem tax rate; and calling a public hearing on a proposed ad valorem tax rate for FY 2024-2025.

Relationship to Strategic Goals:

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

Recommendation(s): Staff recommends Council call the public hearing on a proposed ad valorem tax rate for FY 2024-2025.

Summary: The Texas Property Tax Code requires that if an entity wishes to increase tax revenues over the no new revenue rate then that entity must call and hold one public hearing on the proposed tax rate.

Budget & Financial Summary: The property taxes are used to fund the general debt service of the City as well as a portion of the operations and maintenance costs of the General Fund.

Attachments:

None

August 8, 2024
Item No. 8.2.
Housing Action Plan

Sponsor: David Brower

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the draft Goals, Strategies, and Actions Report for the Housing Action Plan.

Relationship to Strategic Goals:

Financial Sustainability, Core Services & Infrastructure, Neighborhood Integrity, Diverse & Growing Economy

Recommendation(s): Staff recommends that the City Council receive the presentation and provide feedback.

Summary: Staff will present the draft Goals, Strategies, and Actions Report for the Housing Action Plan after a brief overview of the Existing Conditions Report and Public Participation Summary. The full Existing Conditions Report and Public Participation Summary can be found at www.cstx.gov/housingplan.

The City of College Station's Housing Action Plan strives to address pressing housing issues and to accomplish housing action items in the City's Comprehensive Plan, specifically Action Items 2.3, 3.4, 3.6, and 3.9.

Council created the Housing Action Plan Steering Committee at their August 10, 2023 meeting by Resolution and appointed 13 Committee Members at their October 12, 2023 meeting. The Committee has worked with City Staff to advise and make recommendations for a plan that reflects the community's vision for housing action and initiatives.

The two main overarching goals of the Housing Action Plan are to produce more housing units of various types to meet growing demand and to produce and preserve housing that is affordable to community members.

Budget & Financial Summary: N/A

Attachments:

1. HAP-Goals-Actions-Strategies-Citizen-Participation (2)



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HOUSING ACTION PLAN GOALS, STRATEGIES, AND ACTIONS SUMMARY

SUMMARY

- ***Goal 1 - Create more housing units and more diverse housing types by studying and creating a proposal for:***

- **Strategy 1** – Selectively allow increased density
 - Action 1 – Amend the Unified Development Ordinance to allow for greater density and housing variety
 - Action 2 – Rezone certain areas to allow more density and housing variety
 - Action 3 – Create a process for expedited permitting and reduced or waived fees for affordable housing development
- **Strategy 2** – Encourage and allow infill development
 - Action 1 – Explore opportunities for infill development when amending the UDO or rezoning for greater density
 - Action 2 – Investigate allowing or promoting housing on unused institutional or public land
- **Strategy 3** – Encourage innovation and sustainability in housing construction
 - Action 1 – Create a program to encourage and incentivize alternative and energy-efficient building methods

- ***Goal 2 - Produce and preserve housing that is affordable to current and future community members by studying and creating a proposal for:***

- **Strategy 1** – Create programs to facilitate homeownership
 - Action 1 – Create a deed-restricted homeownership program
 - Action 2 – Pursue partnerships to construct affordable homeownership opportunities
 - Action 3 – Pursue tools to help households qualify for financing by helping them to become landlords (live in one half of duplex, etc...)
- **Strategy 2** – Create rental housing for income-qualified residents
 - Action 1 – Investigate the creation of a Municipal Housing Authority
 - Action 2 – Create an inter-generational home share program
- **Strategy 3** – Establish funding mechanisms to create affordable housing for rent or purchase
 - Action 1 – Create a density bonus system for new development meeting increased density goals
 - Action 2 – Create a Local Housing Finance Corporation
 - Action 3 – Partner with developers through Housing Public Facility Corporations
 - Action 4 – Partner with Low Income Housing Tax Credit (LIHTC) developers
- **Strategy 4** – Partner with community stakeholders to develop housing for their constituency
 - Action 1 – Work with organizations to create employee / client housing programs
 - Action 2 – Create formal mechanisms to collaborate with Texas A&M, Brazos County, and City of Bryan to share data and achieve housing goals
- **Strategy 5** – Preserve and enhance existing housing stock
 - Action 1 – Acquire and rehabilitate existing housing stock that is at risk of losing affordability
- **Strategy 6** – Prevent displacement of low and moderate-income homeowners
 - Action 1 - Create initiative to help homeowners without homestead exemptions to file
 - Action 2 – Refer homeowners to existing weatherization programs and possibly create new program
- **Strategy 7** – Provide education for tenants, homebuyers, and homeowners
 - Action 1 – Create a home maintenance education and training program
 - Action 2 – Create comprehensive homebuyer education training program
 - Action 3 – Create a tenant education and training program
- **Strategy 8** – Continue to seek stakeholder and citizen feedback and direction on Housing Action Plan implementation
 - Action 1 – Create a Housing Action Plan Implementation Committee
 - Action 2 – The Housing Plan Oversight Committee and City staff will prepare an annual progress report



GOALS, STRATEGIES, ACTIONS

This plan proposes to accomplish Comprehensive Plan Action Items 2.3, 3.4, 3.6, and 3.9 by using a goal, strategy, and action framework to create or incentivize additional housing units of diverse types and affordable housing opportunities for residents. Each goal will tie back to one or more Comprehensive Plan Action Items. Strategies will fall under each goal and specific actions will be listed under each strategy.

Implementation of the Housing Action Plan is anticipated to take seven to ten years. Implementation of the strategies and actions in the following section must be completed to meet the goals of the plan. Plan implementation is broken down into three time frames – short-term (1-2 years), mid-term (3-6 years), and long-term (7-10 years).

Programs and policies aimed at providing affordable and workforce housing, along with encouraging unit production and a mix of housing types for all demographics and lifestyles, will be essential to maintain viable and strong neighborhoods that serve all College Station citizens.

There are two main overarching goals of the Housing Action Plan – to produce more housing units of various types to meet growing demand and to produce and preserve housing that is affordable to community members.



COMPREHENSIVE PLAN ACTION ITEMS

- **Action 2.3 – Create incentives and programs to revitalize existing areas and established neighborhoods.** This could include façade or landscaping improvement programs or rehabilitation initiatives. New programs should align with and complement existing City efforts through the Neighborhood Partnership Program, Neighborhood Grant Program, and proposed property maintenance programming.
- **Action 3.4 – Expand affordable housing and workforce housing.** Continue to support efforts, programs, and incentives aimed at developing affordable housing stock and assisting low- and moderate-income citizens to secure affordable homeownership and/or rental opportunities. Potential actions may include regulatory provisions such as:
 - o Development standards that reduce barriers for affordable and diverse housing types.
 - o Pre-approved building plans or pattern books for target locations.
 - o Incentives such as density bonuses or more flexible standards, or
 - o A workforce housing capital pool where a public entity establishes a fund that is used for various types of affordable housing initiatives.
- **Action 3.6 - Develop and refine data monitoring processes to analyze housing trends and define a strategic set of actions to address housing affordability, diversity, and gentrification.** Consider existing market data, best practices, and existing regulations and incentives.
- **Action 3.9 – Continue partnering with local nonprofit organizations and area partners to support affordable housing options.** Continue partnerships with organizations such as the Brazos County Home Repair Coalition, Bryan/College Station Habitat for Humanity, Brazos Valley Community Action Programs, Elder Aid, Brazos Valley Council of Governments, and housing tax credit developers.



GOALS

- Create more housing units and more diverse housing types
- Produce and preserve housing that is affordable to current and future community members
- **Goal 1** – Create more housing units and more diverse housing types (Comp. Plan Actions 3.4, 3.6, & 3.9). Building new housing will address the projected housing shortfall (See Housing Action Plan Existing Conditions Report Pg. 28). Ensuring the opportunity for greater diversity in the types of housing that are built will afford current and future residents (using the Census definition of residence: the place where a person lives and sleeps most of the time) housing opportunities that are not currently available, as most housing units in the City are either single family or multifamily (See Existing Conditions Report Pg. 26). As demand in the housing market is outpacing supply, creating more units in this strategic fashion will create market-driven cost stabilization and reductions through an increase in supply and supply diversity. The increases in density required to create more housing units can be leveraged for affordable housing (housing for those at or below certain income levels for below market prices) by requiring new developments to provide affordability in exchange for density. Innovative building technologies and techniques will be encouraged to increase housing density and affordability. Access to amenities and accessory services (retail, entertainment, food, etc.) and adequacy of city services such as drainage, sewage, and transportation, will be examined for infill and new development.

- **Strategy 1** – Selectively allow increased density (zoning relief and administrative adjustments to incentivize targeted development) - increased density should be sought when it can be supported with appropriate standards, infrastructure and services, and impacts can be managed appropriately. Increased density should support the creation of neighborhoods with a diverse range of housing stock that supports the needs of various life stages, abilities, and age groups including patio homes for aging homeowners to be able to downsize and housing for persons with disabilities. Elements of both new and existing zoning such as minimum lot size and minimum parking requirements should be evaluated.
 - Action 1 – Amend the Unified Development Ordinance (UDO) to allow for greater density and housing variety (smaller lot sizes, decreased setbacks, etc.). Planning and Development Services (P&DS) will investigate appropriate changes to the UDO to achieve greater density and housing variety. This will be accomplished in the next 2-3 years. Not to be pursued in neighborhood conservation areas.
 - Action 2 – Rezone certain areas to allow more density and housing variety. P&DS will engage with the public and stakeholders to determine where increased density would be feasible and desirable. Over the next 2-3 years P&DS will bring forward rezonings of these areas to achieve this goal.
 - Action 3 – Create processes offering expedited permitting and reduced or eliminated City development fees for projects that provide affordable housing units that are rented or sold below market rates and restricted to low- and moderate-income households. P&DS staff will investigate appropriate changes to the Fee Schedule and make recommendations for changes. This will be accomplished in the next 2-3 years.
- **Strategy 2** – Encourage and allow infill development using vacant land and repurposing lots and buildings. Changes to zoning or the UDO allowing infill opportunities should ensure building standards that fit within existing neighborhoods.
 - Action 1 - Opportunities for infill development will be explored in the first two actions in this section to allow greater density through amendment of the UDO and rezoning of certain areas. Possibilities could include small home communities or accessory dwelling units. This will be accomplished in the next 2-3 years.
 - Action 2 – Investigate allowing or promoting housing on unused institutional/public land. Work with partners to investigate the potential for housing to be developed on unused or excess land. This will be accomplished in the next 3-4 years.
- **Strategy 3** – Encourage innovation and sustainability in housing construction. Alternative and sustainable building methods will be supported and encouraged, especially in the development of affordable housing.
 - Action 1 – P&DS and the Community Services Department will create a program to encourage and incentivize alternative and energy-efficient building methods with a focus on affordable housing. These could include but are not limited to modular construction, 3D printed units, mass timber, carbon neutral building materials, etc... Incentives for efficient, innovative construction and design will be explored. Staff will assess the limitations in city codes, workflows, permitting, and inspections that will need revision to encourage this type of development. This will be accomplished in the next 3-5 years.



- **Goal 2** – Produce and Preserve housing that is affordable to community members (Comp. Plan Actions 2.3, 3.4, 3.6, & 3.9). Housing currently affordable to low- and moderate-income residents should be preserved. Additional affordable housing opportunities for low- and moderate-income residents will be created. This will be accomplished by implementing mechanisms to help fund affordable housing, by creating specific housing programs to meet housing needs across the low- and moderate-income spectrum, by leveraging new development to create affordable units, and by advocating for local affordable housing development and activities. Affordable housing development should be supported with sufficient transportation infrastructure to ensure resident success.
- **Strategy 1** – Create programs to facilitate homeownership for working families / Advance new home ownership models. The production of housing units for affordable homeownership opportunities using alternative and energy-efficient building methods should be supported and encouraged.
 - Action 1 – Create a deed-restricted homeownership program. Create a program to assist income-eligible families to purchase homes by providing downpayment assistance. Deed restrictions will be placed on purchased homes to ensure resale to income-eligible families at prices pre-determined through appreciation formulas. Community Services Staff will create this program in the next 1-2 years.
 - Action 2 – Pursue partnerships with nonprofit and for-profit organizations to construct affordable homeownership opportunities using CDBG, HOME, or other funding sources. This will be accomplished in the next 1-3 years.
 - Action 3 – Pursue tools to assist with the financing of affordable homeownership such as the purchase of a duplex with the buyer residing in one half and using rental income from the other half to help qualify for financing or the construction of an accessory dwelling unit that could be used to generate rental income to qualify for financing. The rental units could be designated as affordable for low- and moderate-income households. Community Services Staff will investigate these methods and make a recommendation regarding their inclusion in homebuyer assistance models in the next 1-3 years.
- **Strategy 2** – Create rental housing for income-qualified residents. The City should partner with for-profit and nonprofit developers to create affordable housing opportunities for income-qualified residents. Available funding mechanisms and the creation of affordable rental housing through allowing more dense development through density bonuses should be pursued. Examine amenities such as retail, food, and transportation and city services like sewage and drainage to ensure sufficiency in areas where density is being considered.
 - Action 1 – Community Services Department staff will investigate the creation of a Municipal Housing Authority to provide rental housing opportunities for households making at or below 80% of the area median income. A recommendation will be made in the next 1-3 years.
 - Action 2 – Community Services Department staff will work with local partners to create an inter-generational home share program. This program will match homeowners with extra space with students in search of affordable housing. This program will be created in 2-3 years.

- **Strategy 3** – Establish funding mechanisms to create affordable housing for rent or purchase. Increased density should be leveraged when possible to create affordable housing opportunities. Staff will continuously evaluate new funding opportunities as they arise and recommend them when appropriate.
 - Action 1 – create a density bonus system for new development meeting increased density goals. In exchange for increased density, lower parking requirements, or other incentives above a base allowed level, developers will either create affordable units in their new development that are for sale or rent to income-eligible households at affordable prices or they will pay a fee that will be used to create affordable housing opportunities elsewhere. Prior to re-zoning, staff will conduct an analysis of the appropriate unit or fee in lieu of unit levels. Where appropriate, these will be part of rezoning efforts. This will be accomplished in the next 1-3 years.
 - Action 2 – Create a Local Housing Finance Corporation (HFC) to help finance affordable single-family and multi-family developments. Revenue generated by lending activity will be used to achieve other affordable housing goals. Community Services Staff will pursue the creation of this entity with creation occurring in 3-5 years.
 - Action 3 – Partner with developers to create affordable rental housing through the creation of Housing Public Facility Corporations. The developer would offer affordable rental units for low- and moderate-income families in exchange for being exempt from all local property tax obligations. Community Services Staff will pursue these partnerships with the goal of 1 yearly for the next 5 years.
 - Action 4 – Partner with Low Income Housing Tax Credit (LIHTC) developers to secure awards of 9% tax credits to bring additional affordable rental housing to College Station. Investigate partnerships using 4% credits to produce affordable rental housing. Community Services Staff will contact LIHTC developers to seek partnerships. This will be pursued annually.
- **Strategy 4** - Partner with community stakeholders to develop housing for their constituencies.
 - Action 1 - Work with organizations and businesses to create housing for their employees through a client or employee housing program. The City will develop a program to assist employers with developing and securing financing for low and moderate income housing opportunities. This program will seek to leverage private resources in the provision of affordable workforce housing. The Community Services Department will develop this program in the next 2-3 years.
 - Action 2 – Create formal mechanisms to collaborate with Texas A&M University, Blinn College, Brazos County, and the City of Bryan to share data, achieve housing goals, and advocate for changes needed to implement housing goals. The City will actively seek to establish and strengthen partnerships with Texas A&M University around shared and mutually beneficial housing goals and actions. This effort will begin immediately with formal mechanisms being created in the next 1-3 years.
- **Strategy 5** – Preserve and enhance existing housing stock.
 - Action 1 – The Community Services Department will use grant funds or other available funds to acquire and rehabilitate affordable housing units that are at risk of losing their affordability. This will be done directly by the Community Services Department or through nonprofit partners. These units will be made available to income-eligible households at below market rates as either rental or homeownership opportunities. This program will be created in the next 1-2 years.

- **Strategy 6** – Prevent displacement of low- and moderate-income homeowners.
 - Action 1 – Create initiative to help homeowners without homestead exemptions to file their homestead exemption. The Community Services Department will work with the Public Communications Department and other relevant stakeholders to create coordinated outreach efforts and an awareness campaign in 1-2 years.
 - Action 2 – Create awareness and, where eligible, refer homeowners to existing weatherization programs such as the Brazos Valley Community Action Programs (BVCAP) Weatherization Program or the City’s existing Community Development Block Grant (CDBG) funded Minor Home Repair Program. Community Services Department staff will investigate the need for additional weatherization assistance and make a recommendation in 1-2 years.
- **Strategy 7** – Provide education for tenants, landlords, homebuyers, and homeowners to help ensure success.
 - Action 1 – Community Services Staff will work with partners to create a home maintenance education and training program in 2-3 years.
 - Action 2 – Community Services Staff will build on the City’s current home buyer education offerings and will work with local partners to create a comprehensive homebuyer education program. This program will equip participants regarding fundamental financial components of homeownership like budgeting, credit, mortgage lending, shopping for a home, and the closing process and will be created in 1-3 years.
 - Action 3 – The Community Services Department will work with partners and community stakeholders to create a rental education program. This program will equip participants with information about community resources and skills necessary to fulfill tenant and landlord responsibilities. The Community Services Department will develop this program in the next 1-3 years.
- **Strategy 8** – Continue to seek stakeholder and citizen feedback and direction in the implementation of the Housing Action Plan. P&DS and Community Services Department staff will work to ensure future planning efforts such as transportation and capital improvements consider the goals of the Housing Action Plan in their future planning efforts.
 - Action 1 – Create a Housing Plan Oversight Committee to provide guidance, support, and direction in the execution of the plan. The Committee would meet at least quarterly and would be established within a year of the Housing Action Plan’s adoption.
 - Action 2 – The Housing Plan Oversight Committee and City staff will prepare an annual progress report. This will ensure that the Plan is consistently reviewed and that any needed modifications are identified for amendment. Consistent assessment of the relationship between the Plan, the City’s implementing ordinances, and regulations is an essential part of this effort.



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August 8, 2024
Item No. 8.3.
Traffic Congestion & Mobility Analysis

Sponsor: Jason Schubert

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the development of a traffic congestion and mobility analysis.

Relationship to Strategic Goals:

Improving Mobility

Recommendation(s): Staff recommends Council receive the presentation and provide feedback.

Summary: The City of College Station is in the process of developing a Traffic Congestion and Mobility Analysis framework to help identify congested corridors and track citywide traffic congestion trends. The primary goal of the study is to improve traffic and mobility within the city and explore options for the future. This analysis is a valuable tool to assess our transportation system, identify existing and projected challenges, and develop data-driven strategies to enhance mobility, reduce traffic congestion, and improve residents' and visitors' overall quality of life.

Staff in Planning & Development Services and the Traffic Engineering division of Public Works have been working with a consultant, TJKM, to develop the analysis which includes an assessment of 50 intersections around the City. Staff is engaging other public agency stakeholders and has posted a citizen survey to receive feedback regarding their experiences and preferences as users of different aspects of the transportation system. Staff will introduce the project and the consultant that will provide an overview of the preliminary analysis and receive feedback from the Council. The analysis is expected to be completed in fall 2024.

Budget & Financial Summary: The funds for the consultant contract is included in the FY24 Planning & Development Services budget.

Attachments:

None

August 8, 2024
Item No. 8.4.
Texas Independence Park Update

Sponsor: Kelsey Heiden

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a presentation and update on the Texas Independence Park Project.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): N/A

Summary: Presentation and update on the Texas Independence Park Project.

Budget & Financial Summary: N/A

Attachments:

None

August 8, 2024

Item No. 9.1.

**Sweet Briar Addition, Woodland Acres, and College Hills Woodlands Subdivision ROO -
Restricted Occupancy Overlay**

Sponsor: Gabriel Schrum

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 GS General Suburban and ROO Restricted Occupancy Overlay on approximately 117 acres of land, being 147 lots within Sweet Briar Addition, Woodland Acres, and College Hills Woodlands Subdivisions, generally located between Lincoln Drive and Dominik Drive along Ashburn Avenue.

Relationship to Strategic Goals:

Neighborhood Integrity

Recommendation(s): The Planning and Zoning Commission heard this item at their July 18th, 2024 meeting and recommended unanimous approval of the request.

Summary: This request is to rezone approximately 117 acres from GS General Suburban to GS General Suburban and ROO Restricted Occupancy Overlay, being approximately:

- 20.04 acres being 39 lots within Sweet Briar Addition
- 49.90 acres being 83 lots within College Hills Woodlands
- 47 acres being 25 lots within Woodland Acres

This request is to add the ROO, which is a single-family overlay zoning district, to the existing base zoning within these contiguous subdivision boundaries. The ROO is intended to provide subdivision-specific occupancy regulations – not to exceed two unrelated persons per single-family dwelling or accessory living quarter. The Sweet Briar Addition, College Hills Woodlands, and Woodland Acres Petition Committee, comprised of property owners from each original subdivision, has met all requirements of the ROO application process. The Petition Committee submitted the application materials including the ROO petition for each subdivision. When submitting an application with contiguous subdivisions applying jointly within one application, the fifty (50) percent plus one (1) petition signature threshold of property owners in support of the overlay must be met for each of the original subdivisions that apply jointly. City staff were able to verify that each original subdivision has met the petition signature threshold in support of the requested ROO.

REZONING REVIEW CRITERIA

1. Whether the proposal is consistent with the Comprehensive Plan:

The subject areas are designated as Neighborhood Conservation and Natural & Open Areas on the Comprehensive Plan Future Land Use & Character Map. The Natural & Open Areas are tributaries that lead to Bee Creek and the associated floodplain. The surrounding areas to the north are designated as Neighborhood Conservation/Suburban Residential and the properties to the east are

also designated as Neighborhood Conservation. The subject lots are surrounded by Neighborhood Conservation and Institutional/Public to the south at the location of College Hills Elementary School and Neighborhood Conservation to the west. These subject areas are bounded by Lincoln Ave. to the north and Dominik Dr. to the south, which are existing two-lane major collectors and are shown on the Comprehensive Plan's Thoroughfare Plan.

The Comprehensive Plan discusses single-family overlay zoning districts in both Chapter 3, Strong Neighborhoods and Chapter 9, Collaborative Partnerships. The plan states that, "various single-family overlay zoning districts have been created to help mitigate the issues associated with tear-downs in established neighborhoods. These include the Neighborhood Conservation Overlay, the Restricted Occupancy Overlay, and the Historic Preservation Overlay." The plan goes on to state that collaboration between the City and Texas A&M University is vital to proactively address issues caused by the rapid growth of the university and the stressors and potential changes that places on nearby neighborhoods. Single-family overlay zoning is a tool that a neighborhood can choose for itself to help address and mitigate perceived, anticipated, and actual changes within an established single-family neighborhood. While the NCO Neighborhood Conservation and HP Historic Preservation overlays address and mitigate changes to physical property characteristics, the intent of a ROO is to address and mitigate issues associated with over-occupancy. As a tool that a neighborhood can pursue for itself to address issues of over-occupancy and preserve neighborhood character, the request is aligned with the Comprehensive Plan.

2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:

The subject areas are surrounded by GS General Suburban-zoned single-family homes to the east and west. To the north of the area is GS General Suburban. Across Lincoln Ave has a portion zoned PDD - Planned Development District and is currently developed with single-family residential housing or is undeveloped. Land to the south is zoned MH - Middle Housing with duplex developments. The single-family uses allowed by the GS General Suburban zoning district will remain and the addition of the ROO solely restricts the number of unrelated persons per single-family dwelling or accessory living quarters to no more than two unrelated persons.

As stated in the Unified Development Ordinance (UDO):

Single-family overlay districts create an additional zoning district that is superimposed over the underlying zoning district. Single-family overlay districts are intended to provide additional standards for College Station neighborhoods. These standards promote residential development patterns and are intended to protect and enhance desirable neighborhood characteristics, livability, and harmonious, orderly, and efficient growth and development. The underlying zoning district establishes the permitted uses and standards and shall remain in effect. The requirements of the overlay district are to be applied in addition to the underlying zoning district standards.

The ROO overlay standard is as follows:

Occupancy of either, a detached single-family dwelling or accessory living quarter, shall not exceed two unrelated persons per single-family dwelling or accessory living quarter. Related persons are specified in Section 11.2 'Defined Terms' in the definition of 'Family.' Accessory living quarter requirements are further specified in Section 6.5 'Accessory Uses' within the standards for 'Living Quarters.'

UDO sections 3.3 Zoning Map Amendment (Rezoning), 4.1 Establishment of Districts, and 5.11

Single-Family Overlay Districts detail the application process and regulations for single-family overlay districts and the ROO Process Handbook serves as a policy guide for residents. The process requires that a subdivision interested in pursuing a ROO form a Petition Committee. That committee is tasked with leading the effort, organizing their neighbors, hosting a neighborhood-led meeting and notifying all neighbors of the meeting via certified mail, collecting the petition signatures, and submitting the completed application and all required materials. Contiguous subdivisions can choose to work together and submit a joint application, provided that there is a representative from each original subdivision on the Petition Committee and that each subdivision submits a petition that meets the threshold of fifty (50) percent plus one (1) of signatures in support of the overlay for each subdivision.

The Sweet Briar Addition, Woodland Acres, and College Hills Woodlands Committee was comprised of ten members, with at least one representative from each subdivision: Jennifer Desai (Sweet Briar Addition), Lucy Deckard (Sweet Briar Addition), Nan Crouse (College Hills Woodlands), Sherry Frisk (Woodland Acres), Mary Fran (Sweet Briar Addition), Mark Troy (Sweet Briar Addition), Charles Vesperman (College Hills Woodlands), Joe Patranella (Woodland Acres), Shanubh Desai (Sweet Briar Addition), and Joshua Cabera (Sweet Briar Addition). The Petition Committee hosted their neighborhood meeting on February 28, 2024, discussed pursuing the ROO for their subdivisions, answered questions from their neighbors, and collected petition signatures. There were 38 attendees at the meeting, the majority being property owners and representatives of property owners who were not able to attend the meeting. City staff were present as well. Some property owners signed the petition at the meeting.

The Petition Committee finished collecting petition signatures and submitted their ROO application on April 3, 2024. City staff verified that the application was complete, that all requirements were met, and that the ROO petition for each original subdivision met the signature threshold. The verified petition signatures in support of the ROO are as follows:

- Sweet Briar Addition: 22 of 39 lots in support (56.4%)
- College Hills Woodlands: 65 of 83 lots in support (78%)
- Woodland Acres: 17 of 25 lots in support (68%)

Staff held a required City-hosted neighborhood meeting for this ROO application request on June 17, 2024. There were approximately 20 attendees, with the majority of questions relating to the overall process and the specifics of the legacy clause within the ROO.

3. Whether the property to be rezoned is physically suitable for the proposed zoning district:

The ROO zoning does not affect any of the physical characteristics of the underlying GS General Suburban zoning district. The existing subdivisions meet the dimensional standards for GS General Suburban zoned properties as set forth in the UDO and are already developed as single-family residential subdivisions.

4. Whether there is available water, wastewater, stormwater, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:

The existing water, wastewater, stormwater, and transportation infrastructure is adequate to support the needs of these existing developments. No additional development and subsequent impacts are anticipated from the addition of the ROO zoning designation.

5. The marketability of the property:

The single-family uses allowed by the GS General Suburban zoning district will remain and are marketable as single-family residential homes. The ROO only restricts the number of unrelated persons per single-family dwelling or accessory living quarters to no more than two unrelated persons.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Aerial and Small Area Map
3. Background Information
4. Rezoning Map
5. Future Land Use Map
6. Original Subdivision Plats
7. Applicant's Supporting Information
8. Petition Committee Members
9. Neighborhood Meeting Materials
10. Petition Signatures

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 117 ACRES BEING 147 LOTS WITHIN SWEET BRIAR ADDITION, WOOLDAND ACRES, AND COLLEGE HILLS WOODLANDS SUBDIVISIONS 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.

PASSED, ADOPTED, and APPROVED this 8th day of August, 2024.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

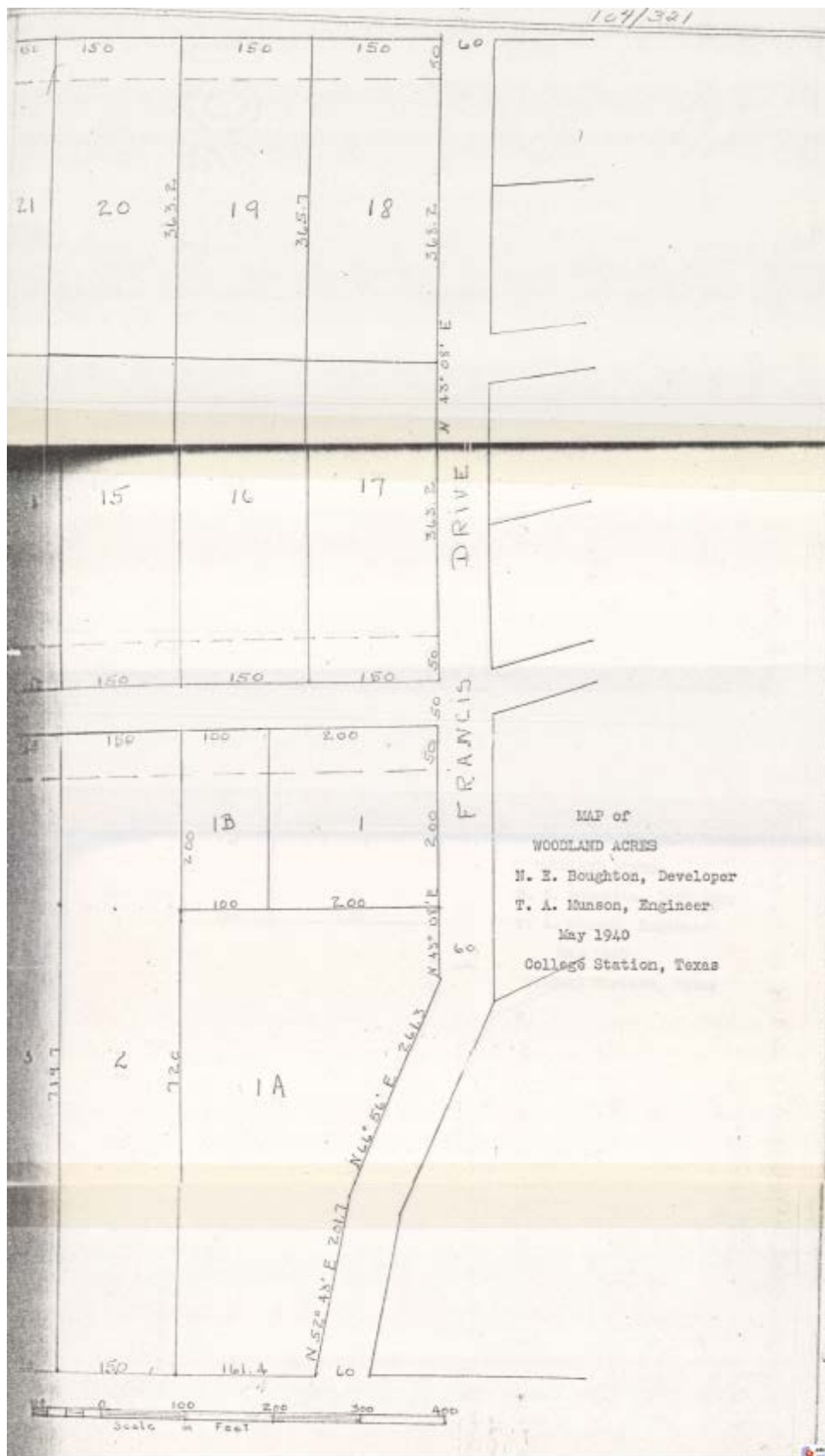
City Attorney

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 and is to read as follows:

The following properties are rezoned to apply a ROO Restricted Occupancy Overlay zoning as provided in Appendix A, “Unified Development Ordinance,” Article 5 “District Purpose Statements and Supplemental Standards”, Section 5.11 “Single-Family Overlay Districts”:

Approximately 117 acres of land, being 147 lots within Sweet Briar Addition, Woodland Acres, and College Hills Woodlands Subdivisions.







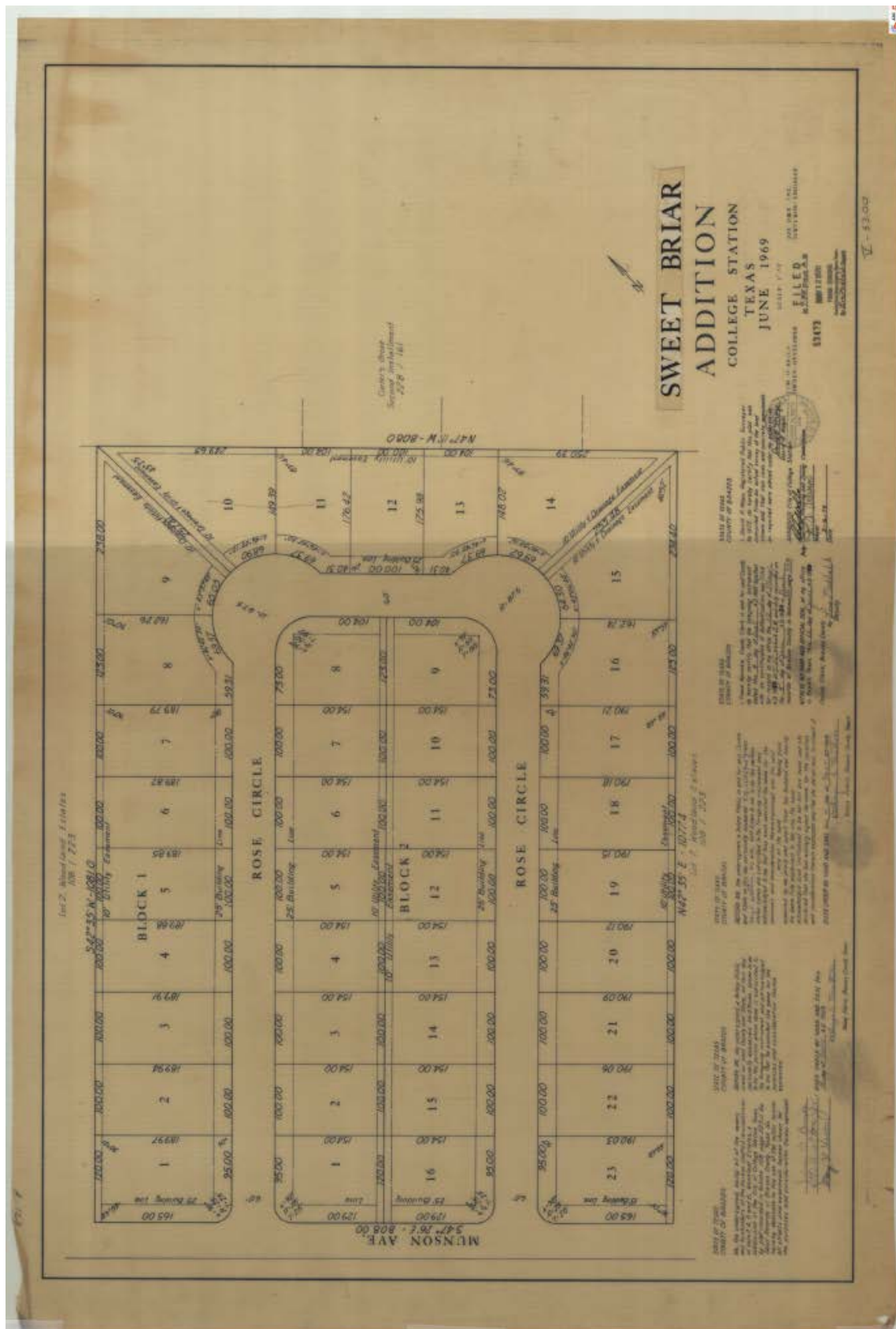
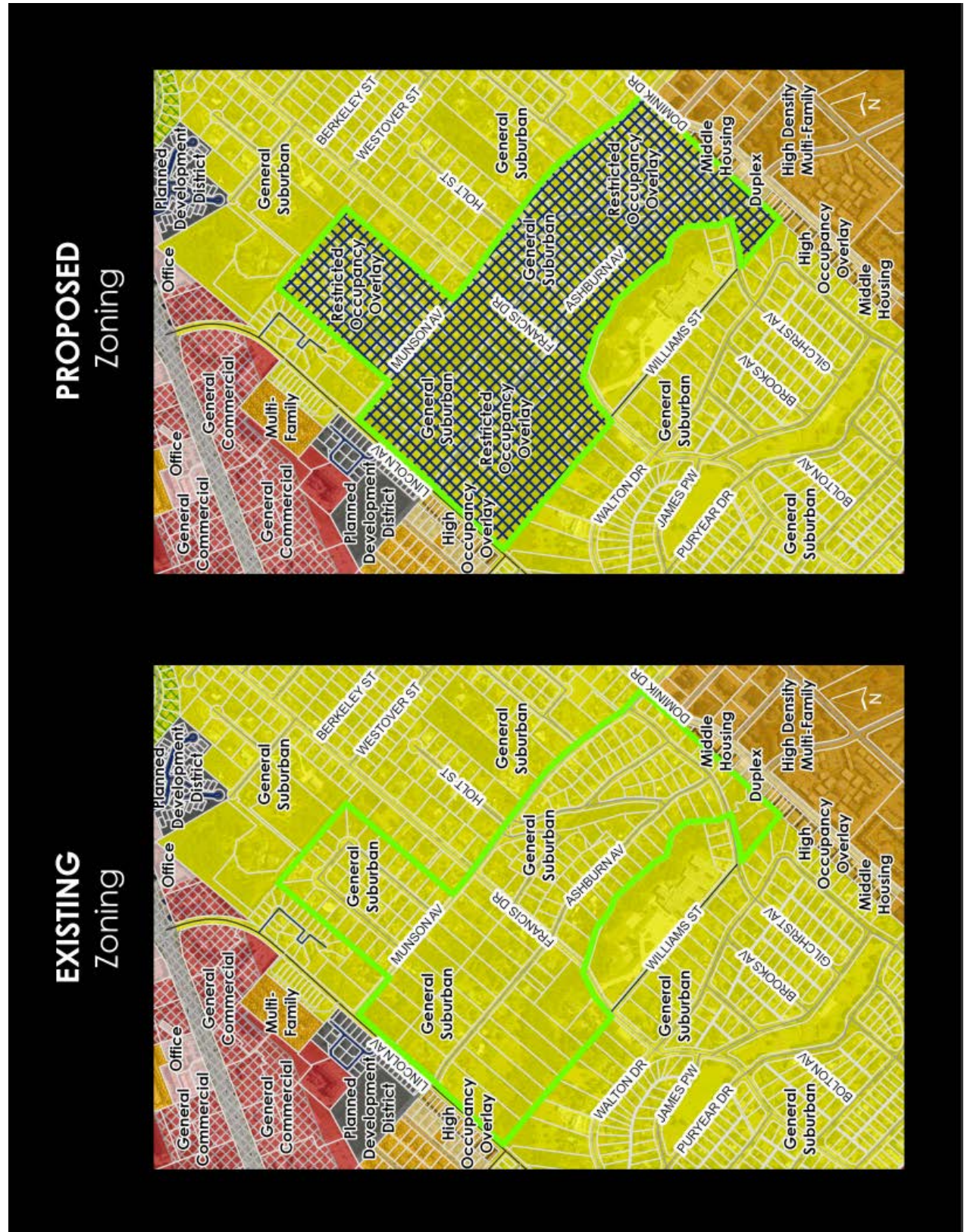
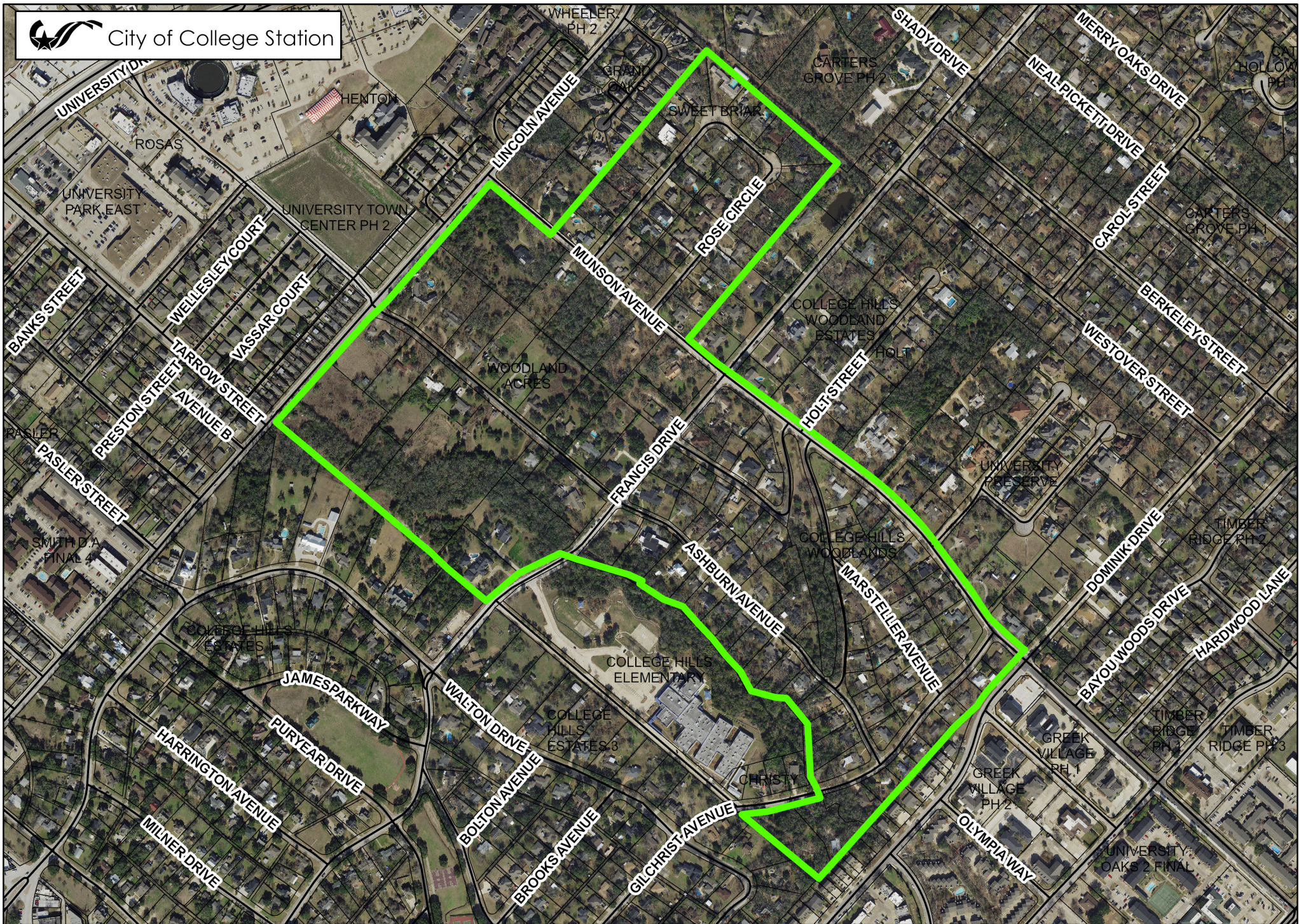


Exhibit B





0 500 1,000 Feet

SWEET BRIAR, COLLEGE HILLS WOODLANDS,
WOODLAND ACRES ROO

Case:
REZ2024-000013

REZONING



ZONING DISTRICTS (In Grayscale)

Residential		
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



0 500 1,000 Feet

**SWEET BRIAR, COLLEGE HILLS WOODLANDS,
WOODLAND ACRES ROO**

Case:
REZ2024-000013

REZONING

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: July 18, 2024

Advertised Council Hearing Date: August 8, 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 Woodlands HOA and Sutters Mill HOA

Property owner notices mailed: 380
Contacts in support: Four at the time of this report
Contacts in opposition: Two at the time of this report
Inquiry contacts: Three at the time of this report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Neighborhood Conservation and Mixed Residential	GS General Suburban; PDD- Planned Development District	Single-Family Residential
South	Mixed Residential	MH Middle Housing	Duplex Residential
East	Neighborhood Conservation	GS General Suburban	Single-Family Residential
West	Neighborhood Conservation; Natural & Open Areas	GS General Suburban	Single-Family Residential; College Hills Elementary School

DEVELOPMENT HISTORY

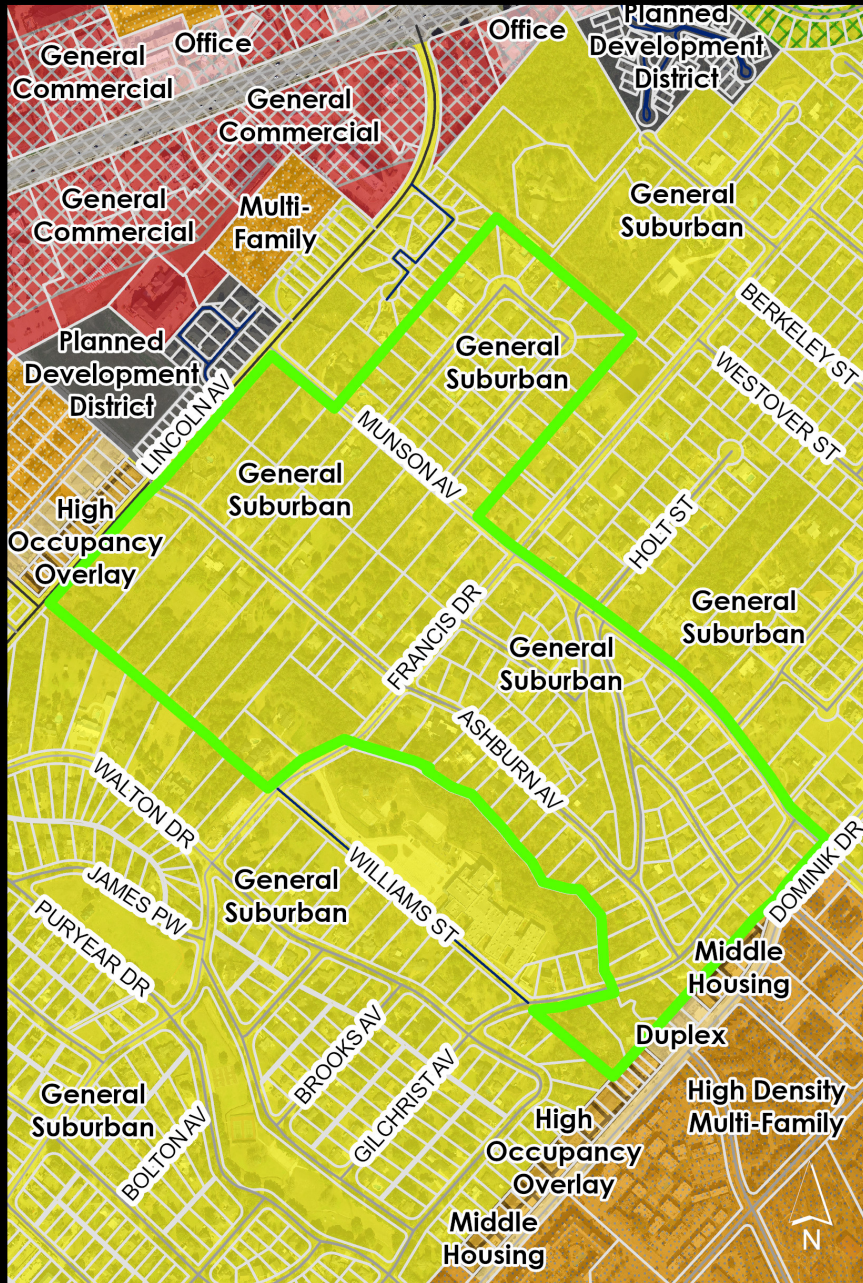
Annexation: January 1956

Zoning: R-1 Single-Family Residential
R-1 Single-Family Residential renamed to GS General Suburban (2013)

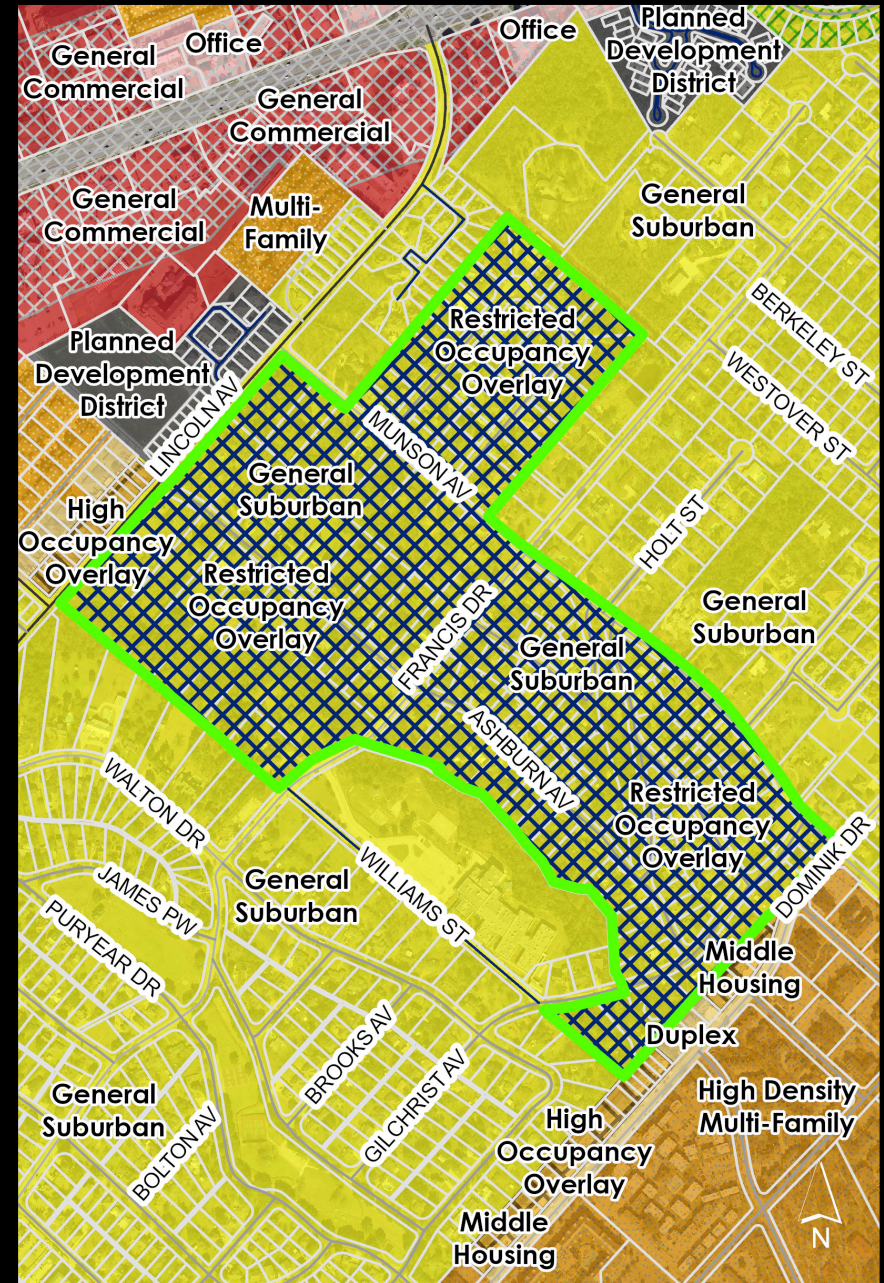
Final Plat: Sweet Briar Addition (1969), College Hills Woodlands (1939), and Woodland Acres (1940)

Site development: Single-Family Residential

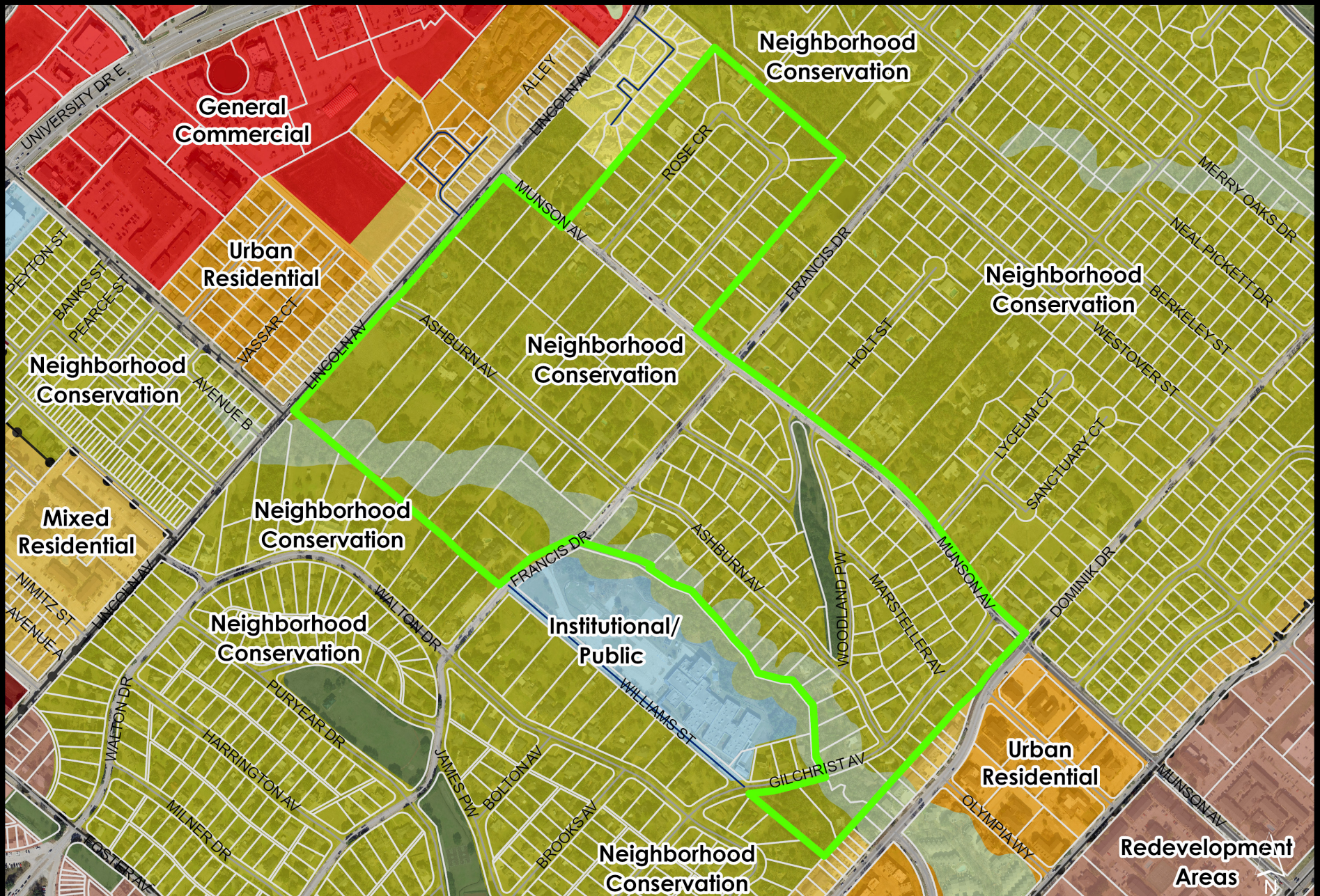
EXISTING Zoning

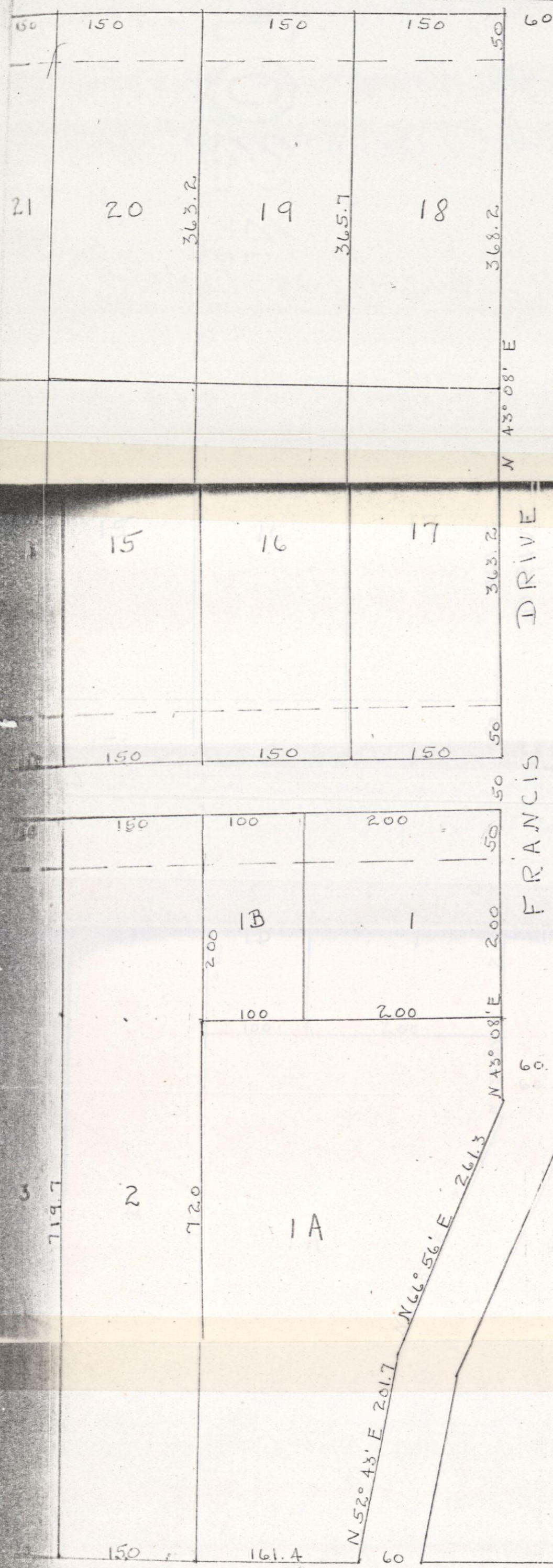


PROPOSED Zoning

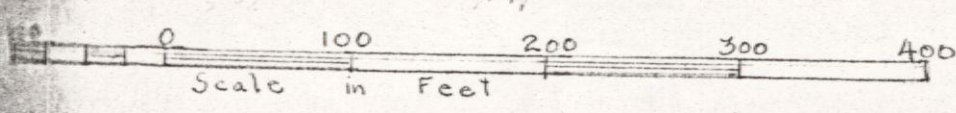


EXISTING Future Land Use

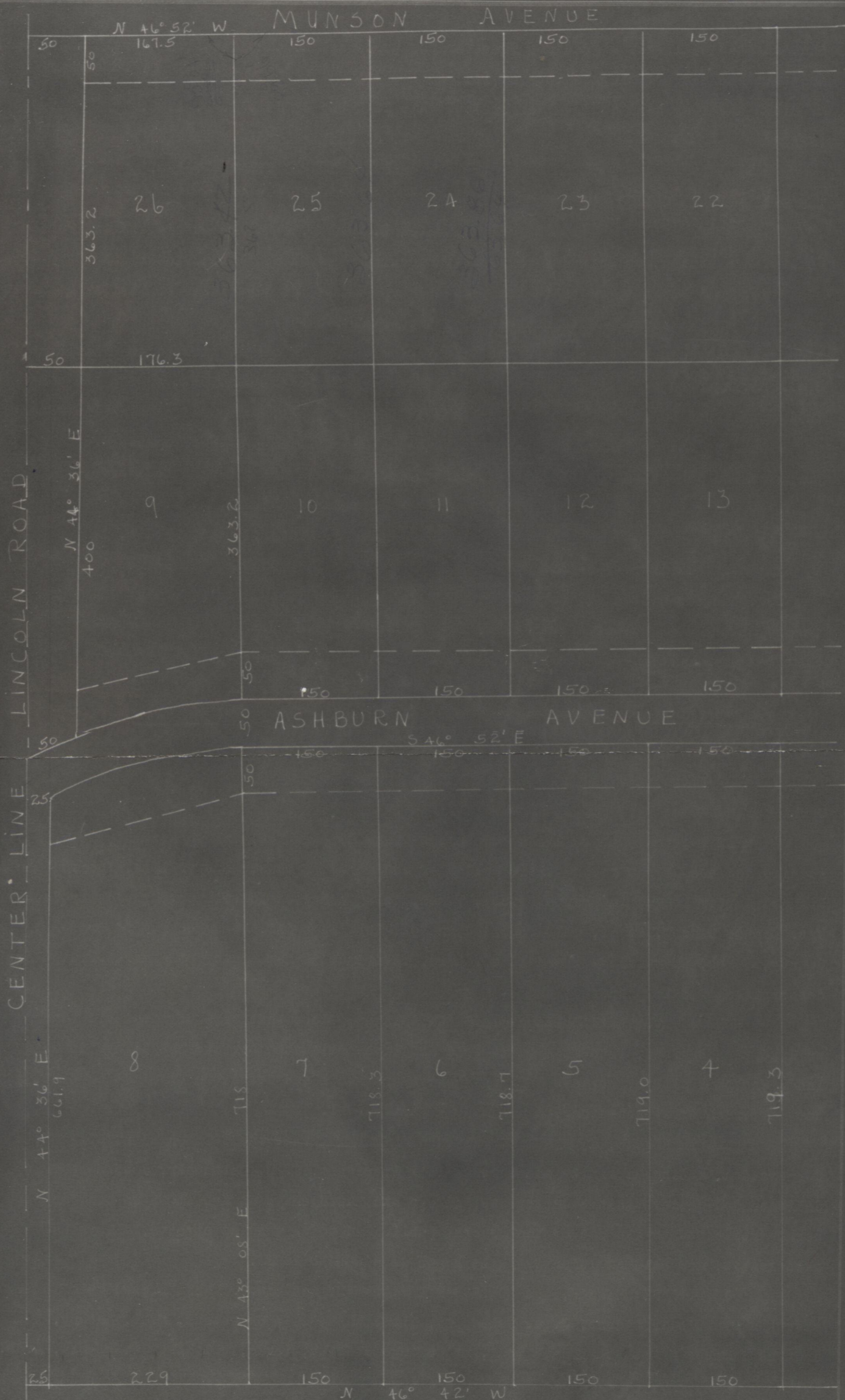




MAP of
WOODLAND ACRES
N. E. Boughton, Developer
T. A. Munson, Engineer
May 1940
College Station, Texas



104-321



WOODLAND ACRES

104/3

104/3 - P. 211 of 251



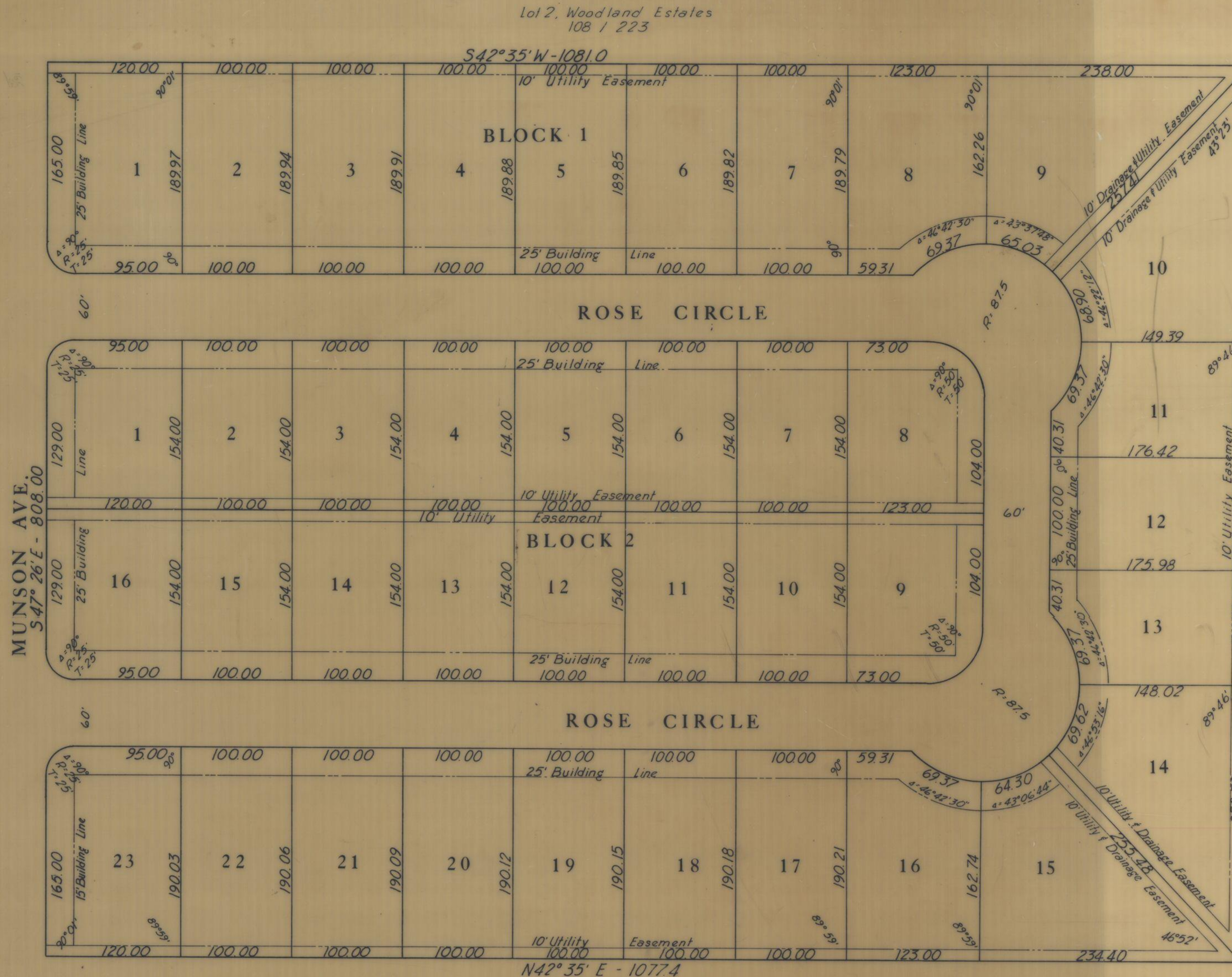
THE STATE OF TEXAS |

COUNTY OF BRAZOS | KNOW ALL MEN BY THESE PRESENTS: Whereas, the COLLEGE HILLS COMPANY, a Texas Corporation, did on November 20th, 1939, acquire and become the record title holder of 200 acres of land, more or less, located in the Richard Carter League in Brazos County Texas, being conveyed to said Corporation by deed of Mrs. Minnie Dansby; Norman J. Dansby; Mit Dansby and H. P. Dansby, Jr., duly recorded in Vol. 101, page 511, Deed Records of Brazos County, Texas, to which deed and it's record reference is here made for a more particular description of said property; and,

WHEREAS, the said COLLEGE HILLS COMPANY has, since that time divided said land or a portion thereof unto lots to be sold and have designated streets and alleys in said land and said streets, alleys and passageways are shown and described on a map or plat a copy of which is attached hereto and made a part hereof.

NOW THEREFORE, the COLLEGE HILLS COMPANY, A Corporation, acting herein by and through it's President, J.C. Culpepper, does hereby dedicate and declare that said streets, alleys and passageways as are shown on said map are hereby dedicated to the use of the general public and to be used as streets, alleys and passageways, and said Addition is to be known as COLLEGE HILLS WOODLANDS.

College Hills Woodlands



STATE OF TEXAS
COUNTY OF BRAZOS

We, the undersigned, being all of the owners and leinholders of the hereon plotted subdivision of lots 3, 4, 5 and 6, Woodland Estates, a subdivision of the City of College Station, Texas, by plat recorded in Volume 108 page 223 of the Deed Records of Brazos County, Texas, do hereby dedicate to the use of the public forever all streets and easements hereon shown for the purposes and consideration therein expressed.

Jim O'Brien
Mary D. Walton

STATE OF TEXAS
COUNTY OF BRAZOS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jim O'Brien, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL this 4 day of SEPT. A.D. 1969

Kathryn S. Truett
Notary Public, Brazos County, Texas

STATE OF TEXAS
COUNTY OF BRAZOS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared T.G. Walton and Mary D. Walton, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and consideration therein expressed and the said wife of the said having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL this 4 day of SEPT. A.D. 1969

Kathryn S. Truett
Notary Public, Brazos County, Texas

STATE OF TEXAS
COUNTY OF BRAZOS

I, Frank Boriskie, County Clerk in and for said County, do hereby certify that the foregoing instrument dated the 4 day of SEPT. A.D. 1969 together with its certificates of authentication was filed for record in my office the 12 day of SEPT. A.D. 1969 at 2:45 o'clock P.M. and duly recorded on the 5 day of OCT. A.D. 1969 in Book 286 page 359 records of Brazos County in Volume 286 page 359.

WITNESS MY HAND AND OFFICIAL SEAL, at my office in Bryan, Texas, this 12 day of June A.D. 1969

County Clerk, Brazos County by *Lisa Redbank*
Deputy

STATE OF TEXAS
COUNTY OF BRAZOS

I, David R. Mayo, Registered Public Surveyor No. 1475, do hereby certify that this plat was compiled from an actual survey of the land shown and that iron rods and concrete monuments as required were placed under my supervision.

APPROVED City of College Station, Texas
Attest: *David R. Mayo*
Mayor
2-16-70
Date

SWEET BRIAR ADDITION

COLLEGE STATION
TEXAS
JUNE 1969

SCALE: 1"=50'

FILED
At 7:45 o'clock A.M.

53473

NOV 12 1970
FRANK BORISKIE
County Clerk, Brazos County, Texas
By *Lisa Redbank* Deputy

JOE ORR INC.
SURVEYOR - ENGINEER

V - 53.00



REZONING APPLICATION SUPPORTING INFORMATION

Name of Project: SWEET BRIAR, COLLEGE HILLS WOODLANDS, WOODLAND ACRES ROO (REZ2024-000013)

Address: 1006 ROSE CIR

Legal Description: SWEET BRIAR, BLOCK 1, LOT 20 (LESS 5')

Total Acreage: 0

Applicant:: JENNIFER DESAI

Property Owner: JENNIFER DESAI

List the changed or changing conditions in the area or in the City which make this zone change necessary.

The ROO will help enable the property owners in the above referenced neighborhoods to ensure they remain great family neighborhoods, whether those families chose to own or rent.

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

These areas are zoned General Suburban on the Comprehensive Plan, which is a zoning where the property owners are allowed to obtain the Residential Occupancy Overlay.

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

SFOD

Explain the suitability of the property for uses permitted by the rezoning district requested.

SFOD

Explain the suitability of the property for uses permitted by the current zoning district.

SFOD

Explain the marketability of the property for uses permitted by the current zoning district.

SFOD

List any other reasons to support this zone change.

More than the required number of residents signed the petition in support of the ROO.

Sweet Briar/ College Hills Woodlands/ Woodland Acres
ROO Committee Members

Jennifer Desai, Chair- Sweet Briar
1006 Rose Circle
College Station, TX 77840
jendesai66@gmail.com

Nan Crouse, Chair- College Woodlands
1107 Ashburn
College Station, TX 77840
nancourse@gmail.com

Sherry Frisk, Treasurer- Woodland Acres
1004 Ashburn
College Station, TX 77840
hsfrisk@gmail.com

Lucy Deckard, Secretary- Sweet Briar
1004 Rose Circle
College Station, TX 77840
lucydeckard@gmail.com

Other Committee Members:
Mary Fran, Sweet Briar
maryfrantroy@gmail.com

Mark Troy, Sweet Briar
metroy@gmail.com

Charles Vesperman, College Hills Woodlands
charles.versperman@yahoo.com

Joe Patranella, Woodland Acres
joe.patranella@gmail.com

Shanubh Desai, Sweet Briar
shanubh.desai@gmail.com

Joshua Cabrera, Sweet Briar
joshuavcabrera@gmail.com

Meeting Minutes: ROO Neighborhood Meeting 1 1 staff**SUBDIVISION NAME:** Sweet Briar (Rose Circle) Subdivision **Date:** February 28, 2024**Note:** This meeting was also attended by residents of the College Hills Woodlands and Woodland Acres subdivisions.**Location:** Larry J. Ringer Library, College Station, TX**Meeting was called to order at 6:05 pm by Jennifer Desai****A. Introduction (Jennifer Desai)**

1. **Sign in:** All attendees were encouraged to sign in on the sign-in sheet.
2. **Background:** Jennifer Desai then discussed the background of the ROO, showing maps of the neighborhoods, describing what the ROO would do, how unrelated people are counted, and how enforcement would work.
3. **Discussion of ROO handbook and timeline:** Jennifer also provided a link to the ROO handbook and discussed the timeline.

B. Discussion and Q&A (Led by Charles Vesperman, with help answer some questions from Gabriel Schrum from the City of College Station)

4. **Present and discuss ROO impact on residents:** The discussion was wide-ranging, with a number of potential impacts discussed among attendees:
 - Would a ROO affect property values? Some expressed concerns that it might reduce property values, but others mentioned that this has not been the case for neighborhoods that have deed restrictions. Some said that it appeared to be a wash, with fewer commercial investors wanting to purchase property in the neighborhood, but more families being interested, and larger, nicer homes being built in protected neighborhoods.
 - There was a question about consanguinity as a definition of who is related. Gabriel Schrum responded that the city is moving away from that.
 - Neighborhood character. There was considerable discussion about how a ROO would affect the character of the neighborhood. Some said that their priority was to live in a quiet neighborhood, and they didn't care if their property value went down since they didn't plan to sell anyway. Others were concerned that this is a changing of the rules after they had bought property in the neighborhood as a rental investment, which wasn't fair. It was pointed out that such rental properties would be grandfathered in as long as they were registered with the City as a rent property. Charles Vesperman pointed out that the motivation for the ROO was to keep the neighborhood character as it is, rather than allowing it to be taken over by commercial development, and the ROO is only necessary because of changing conditions in College Station; thus, the ROO is more about keeping the status quo rather than changing the rules. Several attendees agreed with this point and mentioned that they had bought their homes in the neighborhood with the expectation that it would remain mainly a low-density residential neighborhood, not a neighborhood with mostly commercial rental properties.
 - Some concern was expressed that the ROO is anti-student. Others pointed out that the City of College Station is going through a process to rezone many properties for middle housing, so there will be many areas in the city with high density development that

would accommodate multiplexes for student housing. However, faculty also need places to live, and we still need neighborhoods with lower-density housing appropriate for families. They argued that Sweet Briar, College Hills Woodlands, and Woodland Acres are among the few remaining islands of such housing near the campus, and therefore need to be protected.

- An attendee pointed out that College Hills Woodlands and Woodland Acres already have deed restrictions, and asked how the ROO would be different. Fred DuPriest replied that such deed restrictions don't show up on city maps, so the neighborhood has to work hard to make potential buyers aware of them. In contrast, the ROO will show up on zoning maps, making it more likely that potential buyers will be aware of occupancy restrictions before they buy. In addition, if there is a violation of the deed restrictions, the neighbors must sue. This pits neighbor against neighbor, and is also expensive. An investor with deep pockets can appeal a ruling against them, resulting in a large legal bill (in the past around \$50K) for the neighborhood. For the ROO, the city enforces it in response to neighborhood complaints.
- This inspired questions about whether the city would actually enforce the ROO. Fred DuPriest said that he has worked four years with the city to understand why there have been problems with enforcement, and that, as a result of that process, we will see significant changes, making enforcement easier, less expensive, and easier to report. This is expected to start on June 1, 2024, after Texas A&M has had a chance to educate their students about restricted residency rules.
- Someone mentioned that the City of Bryan has had the equivalent of a ROO for over 25 years, covering 55 neighborhoods, and that has been successful.
- Someone asked if Rose Circle applies for a ROO as a subdivision, or if they need to apply by block (outer circle and inner circle being separate blocks). Charles Vespermann answered that Rose Circle will need to apply as one subdivision.
- There was a question about how accessory living quarters were treated. Gabriel Schrum affirmed that the ROO applies to the entire property as shown in the original plat.

- 5. Determine if neighborhood will proceed with ROO:** The consensus of those who attended the meeting was that Rose Circle (Sweet Briar), College Hills Woodlands and Woodland Acres should proceed with the process.

C. Administrative (Jennifer Desai)

- 6. Discussion of the petition committee and invitation to join:** Jennifer Desai discussed who had already volunteered to serve on the petition committee and invited others who are interested in serving on the petition to join.
- 7. Finalize petition committee:** The petition committee membership is Jennifer Desai (co-chair), Nan Crouse Mefferd (co-chair), Lucy Deckard (secretary), Sherry Fisk (treasurer), other members: Charles Vespermann, Joe Patranella, Mark and Mary Fran Troy, Shanubh Desai, and Joshua Cabrera. Others are still welcome to join.
- 8. Signing of the petition:** Jennifer Desai encouraged everyone in favor of pursuing a ROO to sign the petition for their subdivision. She also encouraged them to give a donation if they are able to help cover the cost of the application.
- 9. Path forward:** Jennifer Desai affirmed that we would reach out to those who didn't attend to see if they want to sign the petition. She also encouraged those attending to talk to their

3 neighbors if they hadn't attended the meeting. She emphasized that we have a time limit of 2
4 months get the number of signatures needed and apply for the ROO.

Meeting was adjourned at 6:53 pm.

Attest: Print: ^(Luisa) Lucy Decker Sign: [Signature] . Petition Committee Member (Secretary)

Required Sign-In Sheet

College Hills Woodlands

DATE 2/28/2021

MEETING # 1

RESTRICTED OCCUPANCY OVERLAY MEETING SIGN-IN

NAME	ADDRESS	EMAIL/PHONE	SIGNATURE
1. Debra Ellata	Good Man		
2. Audrey + Ronald Crowe	704 Gilchrist	catacrowe@yahoo.com	AS Crowe
3. Simon Frazier	5810 Portside		
4. Simon Frazier	710 Gilchrist Ave	sf1@portco.de	Simon Frazier
5. Hilary + Phillip Guillen	1206 Marsteller Ave	guillenmom@gmail.com	Phillip Guillen
6. Joe Patrucco	988 Munson	joe.patrucco@gmail.com	Joe Patrucco
7. Dave Hill	1113 Ashburn	RAD10WIZARD123@gmail.com	Dave Hill
8. Charles Vesperman	1207 Ashburn	charles.vesperman@yahoo.com	Charles Vesperman
9. Suzanne Jedsesky	1109 Ashburn Ave.	s1rolesky	Suzanne Jedsesky
10. Dean Boyd	1202 Ashburn Ave	dboyd1@live.com	Dean Boyd
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Required Sign-In Sheet

Woodland Acres

DATE 2/28/2024

MEETING # 1

RESTRICTED OCCUPANCY OVERLAY MEETING SIGN-IN

NAME	ADDRESS	EMAIL/PHONE	SIGNATURE
1. Iris Cote	986 Munson Ave	979 574-0337	
2. Larry & Sherree Trisk	1004 Ashburn	713-705-7115	
3. Teresa & Steve Olson	1011 Watton	979.229.1273	
4. Kevin Brightman	901 Ashburn Ave.	979.255.1436	
5. Alison & Jason Drouilhet	1005 Ashburn Ave	512-299-7432	
6. Julie Collins	1000 Munson Ave	949-939-7321	
7. Sandra Fuller	903 Ashburn	832-545-4089	
8. Wade Honeycutt	804 Gilest	Wade.Honeycutt@gmail.com	
9. Erica Spears	904 Ashburn Ave	979-229-8101	
10. Brandon Spears	904 Ashburn	979.229.9244	
11. Francisca Miller	906 Micham	979-544-6538	
12. STEPHEN MILLER	" " " "	" " " "	
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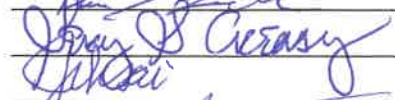
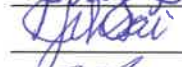
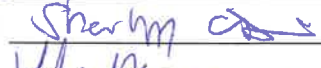
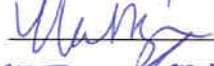
Sweet Briar (Rose Circle)

Required Sign-In Sheet

DATE Feb 28, 2024

MEETING # 1

RESTRICTED OCCUPANCY OVERLAY MEETING SIGN-IN

NAME	ADDRESS	EMAIL/PHONE	SIGNATURE
1. Luisa M. Deekard	1004 Rose Circle	Lucydeekard@gmail.com	
2. TERRY S. CRESSY	1004 ROSE CIR	CREASYTS@gmail.com	
3. Jennifer Desai	1006 Rose Cir	jendesai@icloud.com	
4. Mark Troy	1002 Rose Cir	metroy@mac.com	
5. Mary Fran Troy	1002 Rose Cir.	maryfran.troy@gmail.com	
6. Shanwob Desai	1006 Rose Circle	shanwob.desai@gmail.com	
7. Craig & Marsha Morgan	1044 Rose Circle	mkms98@aol.net	
8. JAMES D. WORLEY	1005 ROSE CIRCLE	DAVEWORLEY@SUDDEKINT.NET	
9. Joe LaBonte	1083 Rose Circle	jla@patrona@gmail.com	
10. Cleve Ford	1023 Rose Circle	cleveford@gmail.com	
11. Vicki Whitworth	1009 Rose Circle	plainjane424@yahoo.com	
12. Ariana Cunningham	1015 Rose Circle	arinasvc@aol.com	
13. Danny Points	1040 Rose Circle	dannypoints@gmail.com	
14.			
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APR 01 2024

Restricted Occupancy Overlay Petition

By signing below, I agree that the Restricted Occupancy Overlay (ROO) ordinance will limit occupancy to no more than two unrelated persons in a detached single-family dwelling or in an accessory living quarters in COLLEGE HILLS WOODLANDS (CHW). I understand that related persons are related by blood, adoption, guardianship, marriage, are an authorized caretaker, or members of a group home for disabled persons, as defined in UDO Section 11.2 Defined Terms in the definition of "Family." I understand that at least 50% + 1 of the total number of single-family zoned or developed building plots in the original subdivision are required to submit the ROO application for consideration. I understand that submitting an application does not guarantee ROO approval. A signer may not withdraw the signature from a petition on or after the petition is received by the authority of whom it is required to be filed. Before that date, a signer may withdraw the signature by deleting the signature from the petition or by filing with the authority with whom the petition is required to be filed an affidavit requesting that the signature be withdrawn from the petition.

DATE: Wednesday, February 28, 2024
FULL LEGAL SUBDIVISION NAME: COLLEGE HILLS WOODLANDS (CHW)

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
141	1116 ASHBURN AVE, COLLEGE STATION, TX 77840	CHW, LOT 8 & PT OF 9	LAWRENCE HUNTER	Lawrence Hunter	4/1/24
142					
143					
144					
145					
146					
147					
148					
149					
150					

Restricted Occupancy Overlay Petition

RECEIVED

MAR 27 2024

DATE: Wednesday, February 28, 2024

FULL LEGAL SUBDIVISION NAME:
COLLEGE HILLS WOODLANDS (CHW)

By signing below, I agree that the Restricted Occupancy Overlay (ROO) ordinance will limit occupancy to no more than two unrelated persons in a detached single-family dwelling or in an accessory living quarters in COLLEGE HILLS WOODLANDS (CHW). I understand that related persons are related by blood, adoption, guardianship, marriage, are an authorized caretaker, or members of a group home for disabled persons, as defined in UDO Section 11.2 Defined Terms in the definition of "Family." I understand that at least 50% + 1 of the total number of single-family zoned or developed building plots in the original subdivision are required to submit the ROO application for consideration. I understand that submitting an application does not guarantee ROO approval. A signer may not withdraw the signature from a petition on or after the petition is received by the authority of whom it is required to be filed. Before that date, a signer may withdraw the signature by deleting the signature from the petition or by filing with the authority with whom the petition is required to be filed an affidavit requesting that the signature be withdrawn from the petition.

ADDRESS		LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1	1203 Marsteller	CHW, Lot 58 (id of) 59	Viaduck Productions LLC		3/15/24
2					
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Restricted Occupancy Overlay Petition

RECEIVED

MAR 27 2024

DATE: Wednesday, February 28, 2024

FULL LEGAL SUBDIVISION NAME:

COLLEGE HILLS WOODLANDS (CHW)

By signing below, I agree that the Restricted Occupancy Overlay (ROO) ordinance will limit occupancy to no more than two unrelated persons in a detached single-family dwelling or in an accessory living quarters in COLLEGE HILLS WOODLANDS (CHW). I understand that related persons are related by blood, adoption, guardianship, marriage, are an authorized caretaker, or members of a group home for disabled persons, as defined in UDO Section 11.2 Defined Terms in the definition of "Family." I understand that at least 50% + 1 of the total number of single-family zoned or developed building plots in the original subdivision are required to submit the ROO application for consideration. I understand that submitting an application does not guarantee ROO approval. A signer may not withdraw the signature from a petition on or after the petition is received by the authority of whom it is required to be filed. Before that date, a signer may withdraw the signature by deleting the signature from the petition or by filing with the authority with whom the petition is required to be filed an affidavit requesting that the signature be withdrawn from the petition.

ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1. 1104 Ashburn Ave CHW, LOT 15R		GUTIERREZ RICARDO JR & SHELLEY C		3/9/24
2. 1104 Ashburn Ave CHW, LOT 15R		GUTIERREZ RICARDO JR & SHELLEY C		3/9/24
3. 1100 Ashburn Ave CHW, LOT 16R		BGM INVESTMENTS, LLC		3/9/24
4. 1100 Ashburn Ave CHW, LOT 16R		BGM INVESTMENTS, LLC		3/9/24
5. _____				
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RECEIVED

MAR 27 2024

Restricted Occupancy Overlay Petition

By signing below, I agree that the Restricted Occupancy Overlay (ROO) ordinance will limit occupancy to no more than two unrelated persons in a detached single-family dwelling or in an accessory living quarters in (insert subdivision name). I understand that related persons are related by blood, adoption, guardianship, marriage, are an authorized caretaker, or members of a group home for disabled persons, as defined in UDO Section 11.2 Defined Terms in the definition of "Family." I understand that at least 50% + 1 of the total number of single-family zoned or developed building plots in the original subdivision are required to submit the ROO application for consideration. I understand that submitting an application does not guarantee ROO approval. A signer may not withdraw the signature from a petition on or after the petition is received by the authority of whom it is required to be filed. Before that date, a signer may withdraw the signature by deleting the signature from the petition or by filing with the authority with whom the petition is required to be filed an affidavit requesting that the signature be withdrawn from the petition.

DATE: 2/29/2024

FULL LEGAL SUBDIVISION NAME: CHW Lot 30 College Hills Woodlands

ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1. 1203 Ashburn Ave	CHW, Lot 30 110' of 31	Kevin J. Crisman + Virginia West	Virginia West	2/29/24
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RECEIVED
MAR 27 2024

Restricted Occupancy Overlay Petition

By signing below, I agree that the Restricted Occupancy Overlay (ROO) ordinance will limit occupancy to no more than two unrelated persons in a detached single-family dwelling or in an accessory living quarters in COLLEGE HILLS WOODLANDS (CHW). I understand that related persons are related by blood, adoption, guardianship, marriage, are an authorized caretaker, or members of a group home for disabled persons, as defined in UDO Section 11.2 Defined Terms in the definition of "Family." I understand that at least 50% + 1 of the total number of single-family zoned or developed building plots in the original subdivision are required to submit the ROO application for consideration. I understand that submitting an application does not guarantee ROO approval. A signer may not withdraw the signature from a petition on or after the petition is received by the authority of whom it is required to be filed. Before that date, a signer may withdraw the signature by deleting the signature from the petition or by filing with the authority with whom the petition is required to be filed an affidavit requesting that the signature be withdrawn from the petition.

DATE: Wednesday, February 28, 2024
FULL LEGAL SUBDIVISION NAME: COLLEGE HILLS WOODLANDS (CHW)

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
145	1118 ASHBURN	CHW, LOT 7	TIMOTHY S. & SUSANNE W. BRISCE	Timothy S Briscoe	3/20/24
146					
147					
148					
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RECEIVED

MAR 27 2024

Restricted Occupancy Overlay Petition

By signing below, I agree that the Restricted Occupancy Overlay (ROO) ordinance will limit occupancy to no more than two unrelated persons in a detached single-family dwelling or in an accessory living quarters in COLLEGE HILLS WOODLANDS (CHW). I understand that related persons are related by blood, adoption, guardianship, marriage, are an authorized caretaker, or members of a group home for disabled persons, as defined in UDO Section 11.2 Defined Terms in the definition of "Family." I understand that at least 50% + 1 of the total number of single-family zoned or developed building plots in the original subdivision are required to submit the ROO application for consideration. I understand that submitting an application does not guarantee ROO approval. A signer may not withdraw the signature from a petition on or after the petition is received by the authority of whom it is required to be filed. Before that date, a signer may withdraw the signature by deleting the signature from the petition or by filing with the authority with whom the petition is required to be filed an affidavit requesting that the signature be withdrawn from the petition.

DATE: Wednesday, February 28, 2024

FULL LEGAL SUBDIVISION NAME:
COLLEGE HILLS WOODLANDS (CHW)

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1.	234 Cedar 164 Marsteller Ave.	LOT 41, PTOF CHW, 40 & PTAOWA PKWY	Gina Bernard	Gina Bernard	3/14/24
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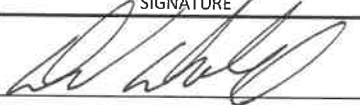
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MAR 27 2024

Restricted Occupancy Overlay Petition

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DATE: Wednesday, February 28, 2024
FULL LEGAL SUBDIVISION NAME:
COLLEGE HILLS WOODLANDS (CHW)

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1.	802 Gilchrist	CHW Lot 88	David Dodero		3/11/24
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Restricted Occupancy Overlay Petition

RECEIVED
MAR 27 2024

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DATE: Wednesday, February 28, 2024
FULL LEGAL SUBDIVISION NAME:
COLLEGE HILLS WOODLANDS (CHW)

ADDRESS		LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1	1106 Ashburn CHW, Lot 12 (Pt. of)	All of 13	Gregg B. and Mary M. Wells	Mary M. Wells	3/9/24
2	1106 Ashburn CHW, Lot 12 (Pt. of)	All of 13	Gregg B. and Mary M. Wells	Gregg B. Wells	3/9/24
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Restricted Occupancy Overlay Petition

RECEIVED
MAR 27 2024

By signing below, I agree that the Restricted Occupancy Overlay (ROO) ordinance will limit occupancy to no more than two unrelated persons in a detached single-family dwelling or in an accessory living quarters in COLLEGE HILLS WOODLANDS (CHW). I understand that related persons are related by blood, adoption, guardianship, marriage, are an authorized caretaker, or members of a group home for disabled persons, as defined in UDO Section 11.2 Defined Terms in the definition of "Family." I understand that at least 50% + 1 of the total number of single-family zoned or developed building plots in the original subdivision are required to submit the ROO application for consideration. I understand that submitting an application does not guarantee ROO approval. A signer may not withdraw the signature from a petition on or after the petition is received by the authority of whom it is required to be filed. Before that date, a signer may withdraw the signature by deleting the signature from the petition or by filing with the authority with whom the petition is required to be filed an affidavit requesting that the signature be withdrawn from the petition.

DATE: Wednesday, February 28, 2024
FULL LEGAL SUBDIVISION NAME:
COLLEGE HILLS WOODLANDS (CHW)

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1.	902 WOODLAND PKWY	CHW, LOT 56 (S 104' OF)	Craig & Donna Van Horn	Donna Van Horn	3/8/24
2.	902 WOODLAND PKWY	CHW, LOT 56 (S 104' OF)	Craig & Donna Van Horn	Craig Van Horn	3/8/24
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Restricted Occupancy Overlay Petition

RECEIVED
MAR 27 2024

DATE: Wednesday, February 28, 2024
FULL LEGAL SUBDIVISION NAME:
COLLEGE HILLS WOODLANDS (CHW)

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	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1.	906 Gilchrist	CHW Lot 91 & 92 (PTSOF)	Side Emre	Ulidz	march 5, 2024
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Restricted Occupancy Overlay Petition

RECEIVED
MAR 27 2024

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DATE: Wednesday, February 28, 2024
FULL LEGAL SUBDIVISION NAME:
COLLEGE HILLS WOODLANDS (CHW)

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1.	1111 MARSTELLER	CHW, LOT 54 & PT OF 53	AUSTIN MONTGOMERY GRUBBS		3/4/2024
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RECEIVED

MAR 27 2024

Restricted Occupancy Overlay Petition

DATE: Wednesday, February 28, 2024

FULL LEGAL SUBDIVISION NAME:
COLLEGE HILLS WOODLANDS (CHW)

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	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1.	903 Woodland PKWY.	CHW LOT 79 & PT OF LOT 80	MAUREEN S. WEYER	Maureen S. Weyer	3/3/2024
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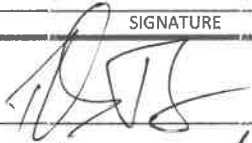
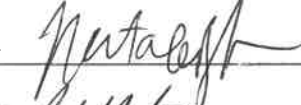
MAR 27 2024

Restricted Occupancy Overlay Petition

DATE: Wednesday, February 28, 2024

FULL LEGAL SUBDIVISION NAME:
COLLEGE HILLS WOODLANDS (CHW)

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	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
55.	1218 Munson Ave	CHW, Lot 68	Nicholas + Nataleigh Perez		3/5/24
56.	1218 Munson Ave	CHW, Lot 68	Nicholas + Nataleigh Perez		3/5/24
57.	1211 Marsteller Ave	CHW, Lot 63	Joel G and Ellen U Cantrell		3/6/24
58.	1210 Marsteller Ave	CHW, Lot 63	Huey Pappas		3/6/24
59.	1210 Marsteller Ave	CHW LOT 63	Lynn Chanac King		3/8/24
60.	1120 Ashburn Avenue	CHW Lot 6	Sybil Taquet		3/9/24
61.	1214 MUNSON AVE,	CHW LOT 70	DANIELLE L. FIFER		3/11/24
62.	1112 Ashburn	CHW Lot 10	Kerry L + Jodie L Chafin		3/13/24
63.					

RECEIVED

MAR 27 2024

Restricted Occupancy Overlay Petition

DATE: Wednesday, February 28, 2024

FULL LEGAL SUBDIVISION NAME:
COLLEGE HILLS WOODLANDS (CHW)

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	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
46	1201 Marsteller Ave.	CHW, Lot 58 (pt. of)	Michael Paul & Jenny Lai Holborg	Jenny Holborg	3/6/24
47	1215 Marsteller Ave	CHW Lot 65	Björn Bennett Van Huzick	Björn Van Huzick	3/6/24
48	1201 MARSTELLER AVE	CHW, LOT 61	IAN MULSE	Ian Mulse	3/6/24
49	1208 Marsteller Ave	CHW, Lot 34	Justin & Jennifer C Kling	Justin C Kling	3/6/24
50	1208 Marsteller Ave	CHW, Lot 34	Justin & Jennifer C Kling	Jennifer C Kling	3/6/24
51	1115 Ashburn	CHW, Lot 24 + PTS of 25 + 39-40	Terrance Muenich	Terrance Muenich	3/6/24
52	1115 Ashburn	CHW Lot 24 + PTS of 25 + 39-40	W. Ray Muenich	W. Ray Muenich	3/6/24
53	1114 Ashburn	CHW, Lot 9 (PT of)	Benjamin & Joy Yates	Benjamin Yates	3/6/24
54	1114 Ashburn	CHW, Lot 9 (PT of)	Benjamin & Joy Yates	Joy Yates	3/6/24

RECEIVED

MAR 27 2024

Restricted Occupancy Overlay Petition

DATE: Wednesday, February 28, 2024
FULL LEGAL SUBDIVISION NAME:
COLLEGE HILLS WOODLANDS (CHW)

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	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
37.	1204 Marsteller	CHW Lot 36	Dennis Berthold	<i>Dennis Berthold</i>	3/5/24
38.	1204 Marsteller	CHW Lot 36	Pamela R. Matthews	<i>P Matthews</i>	3/5/24
39.	1112 Marsteller	CHW Lot 42	Gary T. Faist	<i>Gary Faist</i>	3/5/24
40.	1105 Ashburn	CHW Lot 19	Gary T. Faist	<i>Gary Faist</i>	3/5/24
41.	1104 Marsteller	CHW Lot 46 & 35' of Lot 47	Gary T. Faist	<i>Gary Faist</i>	3/5/24
42.	1204 Munson	CHW Lot 75	Sean M. McGuire	<i>Sean M McGuire</i>	3/5/24
43.	708 Gilchrist	CHW Lot 85	JAM BURCH	<i>JACK M BURCH, JR</i>	3/5/24
44.	1208 Ashburn Ave	CHW Lot 1	Elizabeth J. Carter	<i>Elizabeth J Carter</i>	3/5/24
45.	700 Gilchrist	CHW Lot 84A	Hottell Andrew L & Letty	<i>Hottell Andrew L & Letty</i>	3/5/24

JAMES BAKER
ON BLAZOS CAD,
no addresses, just street name
for LOT 26R (1121 Ashburn)
LOT 40R (1116 Ashburn)
No LOT written, just dashes
get map?

RECEIVED

MAR 27 2024

DATE: Wednesday, February 28, 2024

FULL LEGAL SUBDIVISION NAME:

COLLEGE HILLS WOODLANDS (CHW)

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COLLEGE HILLS
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ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
28. 1119 Ashburn	CHW-39R	James G. Baker	James G. Baker	3/4/24
29. 1121 Ashburn	CHW-26R	James G. Baker	James G. Baker	3/4/24
30. 1116 Marsteller	CHW-40R	James G. Baker	James G. Baker	3/4/24
31. 1206 Ashburn Av	CHW Lot 2	Antonio C Lopez	Antonio C Lopez	3/4/24
32. 800 Woodland Pkwy	CHW Lot 28	DAVID A BROCHU	David Brochu	3/4/24
33. 800 Woodland Pkwy	CHW Lot 28	Linda Brochu	Linda Brochu	3/4/24
34. 802 Woodland Pkwy.	CHW Lot 27	Louie N & Deborah K. Adkins	Debbie Adkins	3/4/24
35. 802 Woodland Pkwy	C.S. Tx CHW Lot 27	Louie Adkins	Louie Adkins	3-4-24
36. 1111 Ashburn Ave	CHW Lot 22	Amende J Parnell (Christopher M Overstreet)	Christopher M Overstreet	3-4-24

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MAR 27 2024

Restricted Occupancy Overlay Petition

DATE: Wednesday, February 28, 2024

FULL LEGAL SUBDIVISION NAME:
COLLEGE HILLS WOODLANDS (CHW)

By signing below, I agree that the Restricted Occupancy Overlay (ROO) ordinance will limit occupancy to no more than two unrelated persons in a detached single-family dwelling or in an accessory living quarters in COLLEGE HILLS WOODLANDS (CHW). I understand that related persons are related by blood, adoption, guardianship, marriage, are an authorized caretaker, or members of a group home for disabled persons, as defined in UDO Section 11.2 Defined Terms in the definition of "Family." I understand that at least 50% + 1 of the total number of single-family zoned or developed building plots in the original subdivision are required to submit the ROO application for consideration. I understand that submitting an application does not guarantee ROO approval. A signer may not withdraw the signature from a petition on or after the petition is received by the authority of whom it is required to be filed. Before that date, a signer may withdraw the signature by deleting the signature from the petition or by filing with the authority with whom the petition is required to be filed an affidavit requesting that the signature be withdrawn from the petition.

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
19.	1100 Marsteller	CHW, LOT 47 (45' OF) + ALL OF 48	Kathy Young	Kathy Young	3/2/24
20.	1105 MARSTELLER	CHW, LOT 51 & 52 (PARTS OF)	DANIEL I. MENCHACA Deanna M Menchaca	Deanna Menchaca	3/2/24
21.	1101 Ashburn Ave	CHW, Lot 17-18	Matthew Todd Robbins Terri Elaine Robbins	Matthew Robbins Terri Elaine Robbins	3-2-24
22.	1108 Marsteller Ave	CHW, Lot 44 (less 20' Tri-off)	Paul B Schoenfeld Rosemary Schoenfeld	Rosemary Schoenfeld	3/3/24
23.	1201 ASHBURN AVE	CHW, LOT 29	RICHARD C GUNN + KERRY HOF	Richard C Gunn	3/3/24
24.	1211 Marsteller Ave	CHW, lot 63	Joel G. and Ellen E. Cantrell	Ellen Cantrell	3/3/24
25.	1217 Marsteller Ave	CHW, lot 66	Suzanne Bastian	Suzanne Bastian	3/3/24
26.	800 Gilchrist Ave	CHW, Lot 87	Patricia Alonso Ruiz Jonas Lührmann	J. Lühr	3/3/24
27.	904 Francis	CHW, LOT 82A	James B. Sousa Swatt	James B. Sousa Swatt	3/3/24

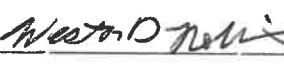
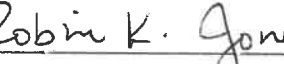
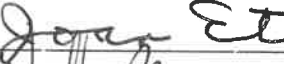
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MAR 27 2024

Restricted Occupancy Overlay Petition

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DATE: Wednesday, February 28, 2024
FULL LEGAL SUBDIVISION NAME: COLLEGE HILLS WOODLANDS (CHW)

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
10	1202 Ashburn	CHW, Lot 3 (15' Triangle) + All 4	Dean L. Jr. + Kriss Hope Boyd		2-28-2024
11	1109 Ashburn	CHW, LOT 21	Robert E. + Suzanne Decker Robert Decker		2-28-2024
12	1202 MARSTELLER	CHW LOT 37	WESTON DELANO & MAYUMI ROBINSON		3-2-2024
13	1213 Marsteller	CHW Lot 64	Robin K. Jones		3-2-2024
14	900 Woodland Pkwy	CHW Lot 57	Marvin L. Adams & Jennifer P. Adams		3-2-2024
15	1208 MUNSON	CHW LOT 73 + 74	ELTON D. ABBOTT JR.		3-2-2024
16	1200 Munson	CHW, LOT 78, 40' of 76 + 40' of 56	WAYNE E. & JOAN ETTER		3-2-2024
17	1101 Marsteller Ave	CHW, Lot 50B	James M. + Nathanael Roseheim		3-2-2024
18	1101 Marsteller Ave	CHW, Lot 50B	James M. + Nathanael Roseheim		3-2-2024

Restricted Occupancy Overlay Petition

DATE: Wednesday, February 28, 2024
FULL LEGAL SUBDIVISION NAME:
COLLEGE HILLS WOODLANDS (CHW)

By signing below, I agree that the Restricted Occupancy Overlay (ROO) ordinance will limit occupancy to no more than two unrelated persons in a detached single-family dwelling or in an accessory living quarters in COLLEGE HILLS WOODLANDS (CHW). I understand that related persons are related by blood, adoption, guardianship, marriage, are an authorized caretaker, or members of a group home for disabled persons, as defined in UDO Section 11.2 Defined Terms in the definition of "Family." I understand that at least 50% + 1 of the total number of single-family zoned or developed building plots in the original subdivision are required to submit the ROO application for consideration. I understand that submitting an application does not guarantee ROO approval. A signer may not withdraw the signature from a petition on or after the petition is received by the authority of whom it is required to be filed. Before that date, a signer may withdraw the signature by deleting the signature from the petition or by filing with the authority with whom the petition is required to be filed an affidavit requesting that the signature be withdrawn from the petition.

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1.	1204 Ashburn	CHW Lot 38, less 15' Triangle	GARY J. HENRY	[Signature]	3/28/24
2.	1107 ASHBURN	CHW Lot 20	MATTHEW F. MEFFERD	[Signature]	2/28/24
3.	1107 Ashburn	CHW Lot 20	Matthew F. Mefferd	[Signature]	2/28/24
4.	1207 Ashburn	CHW, Lot 32	LOREI L. & CHARLES T. VEGEMAN	[Signature]	2/28/24
5.	1113 ASHBURN	CHW LOT 23	DAVID L. HILL & SEZANNE S. HILL	[Signature]	2/28/24
6.	804 Gilchrist	CHW Lot 89	Wende & Amanda Hampton	[Signature]	2/28/24
7.	1206 Marsteller Ave.	CHW Lot 35	Phillip L. & Hilary H. Guillen	[Signature]	2/28/24
8.	704 Gilchrist	CHW, Lot 84B	Ronald & Audrey Crowe	[Signature]	2/28/24
9.	710 Gilchrist	CHW Lot 86	Simon Frazier	[Signature]	2/28/24

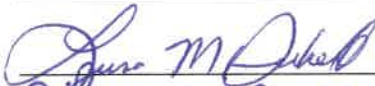
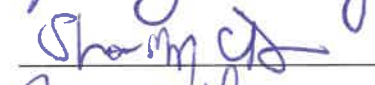
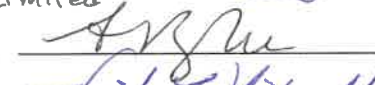
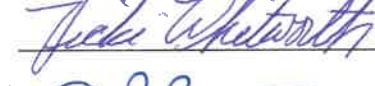
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MAR 27 2024

Restricted Occupancy Overlay Petition

By signing below, I agree that the Restricted Occupancy Overlay (ROO) ordinance will limit occupancy to no more than two unrelated persons in a detached single-family dwelling or in an accessory living quarters in Sweet Briar (SB). I understand that related persons are related by blood, adoption, guardianship, marriage, are an authorized caretaker, or members of a group home for disabled persons, as defined in UDO Section 11.2 Defined Terms in the definition of "Family." I understand that at least 50% + 1 of the total number of single-family zoned or developed building plots in the original subdivision are required to submit the ROO application for consideration. I understand that submitting an application does not guarantee ROO approval. A signer may not withdraw the signature from a petition on or after the petition is received by the authority of whom it is required to be filed. Before that date, a signer may withdraw the signature by deleting the signature from the petition or by filing with the authority with whom the petition is required to be filed an affidavit requesting that the signature be withdrawn from the petition.

DATE: Wednesday, February 28, 2024
FULL LEGAL SUBDIVISION NAME: Sweet Briar (SB)

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1.	1004 Rose Circle	SB, Block 1, Lot 21	Terry S. Greasy Luisa M. Deckard		2/28/2024
2.	1004 Rose Circle	SB, Block 1, Lot 21	TERRY S. GREASY LUISA M. DECKARD		2/28/2024
3.	1006 Rose Circle	SB, Block 2, Lot 21 (less)	Shanubh Desai Jennifer Desai		2/28/2024
4.	1006 Rose Circle	SB, Block 2, Lot 21 (less)	Shanubh Desai Jennifer Desai		2/28/2024
5.	1002 Rose Circle	SB, Block 1, Lot 22	Mark Troy Mary Fran Troy		2/28/2024
6.	1015 Rose Circle	SB, Block 2, Lot 9	Ariana Ari Joe Ranch Limited Ariana C. Angham		2/28/2024
7.	1009 Rose Circle	SB, Block 2, Lot 12	Thurman H. & Vicki J Whitworth		2/28/2024
8.	1003 Rose Circle	SB, Block 2, Lot 15	Joseph Brandon Patrick Jellico		2/28/2024
9.	1014 Rose Circle	SB, Block 1, Lot 16	Kathryn June James Mike Emil James Sr Life Estate		2/29/2024
10.					

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MAR 27 2024

Restricted Occupancy Overlay Petition

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DATE: Wednesday, February 28, 2024

FULL LEGAL SUBDIVISION NAME:

Sweet Briar (SB)

ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
11. 1008 Rose Cr	AND 51 OF 20 SB BLOCK 1, LOT 19 (less 5')	MARY W GAMMON	Mary W Gammon	3/5/24
12. 1010 Rose Cr	SB BLOCK 1, LOT 18 + 5' OF 19	JAMES L HEILMAN + NANE REICHEL HEILMAN	James L Heilman	3/3/24
13. 1021 Rose Cr	SB BLOCK 2, LOT 6	PATRICIA THOMAS	Patricia Thomas	3/3/24
14. 1029 Rose Cr	SB, BLOCK 2, LOT 2	KARL J. AUFERHAIDE CHERYL D AUFERHAIDE		
15. 1036 Rose Cr	SB, BLOCK 1, LOT 5	THOMAS H. AUGHINBAUGH III SHARON AUGHINBAUGH	Thomas H. Aughinbaugh III	3/3/24
16. 1038 Rose Cr	SB, BLOCK 1, LOT 4	MARY IRMA SMITH	Mary Irma Smith	3/5/24
17. 1042 Rose Cr	SB, BLOCK 1, LOT 2	JAMES K McMAUGHAN JO E McMAUGHAN	James K. McMaughan	3/5/24
18. 1040 Rose Cr	SB, BLOCK 1, LOT 3	DANNY R POINTS II HAILEY POINTS		
19. 1027 Rose Cr	SB, BLOCK 2, LOT 3	DANIELLE ELIZABETH ADAIR + Wiley Spencer		
20. 1012 Rose Cr	SB, BLOCK 1, LOT 17	Jerry Christopher NUCKER + Sharti Rene Nucker		

1016

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MAR 27 2024

Restricted Occupancy Overlay Petition

By signing below, I agree that the Restricted Occupancy Overlay (ROO) ordinance will limit occupancy to no more than two unrelated persons in a detached single-family dwelling or in an accessory living quarters in Sweet Briar (SB). I understand that related persons are related by blood, adoption, guardianship, marriage, are an authorized caretaker, or members of a group home for disabled persons, as defined in UDO Section 11.2 Defined Terms in the definition of "Family." I understand that at least 50% + 1 of the total number of single-family zoned or developed building plots in the original subdivision are required to submit the ROO application for consideration. I understand that submitting an application does not guarantee ROO approval. A signer may not withdraw the signature from a petition on or after the petition is received by the authority of whom it is required to be filed. Before that date, a signer may withdraw the signature by deleting the signature from the petition or by filing with the authority with whom the petition is required to be filed an affidavit requesting that the signature be withdrawn from the petition.

DATE: Wednesday, February 28, 2024

FULL LEGAL SUBDIVISION NAME:

Sweet Briar (SB)

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
21.	1028 Rose Cir	SB, Block 1, Lot 9	Sebastian Rubbrecht	Angel Helms	3/20/24
22.	1024 Rose Circle	SB, Block 1, Lot 11	Ronald & Susan Payne	Ronald Payne	3/24/24
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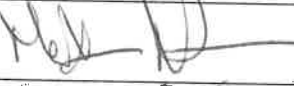
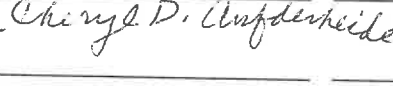
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MAR 27 2024

Restricted Occupancy Overlay Petition

By signing below, I agree that the Restricted Occupancy Overlay (ROO) ordinance will limit occupancy to no more than two unrelated persons in a detached single-family dwelling or in an accessory living quarters in Sweet Briar (SB). I understand that related persons are related by blood, adoption, guardianship, marriage, are an authorized caretaker, or members of a group home for disabled persons, as defined in UDO Section 11.2 Defined Terms in the definition of "Family." I understand that at least 50% + 1 of the total number of single-family zoned or developed building plots in the original subdivision are required to submit the ROO application for consideration. I understand that submitting an application does not guarantee ROO approval. A signer may not withdraw the signature from a petition on or after the petition is received by the authority of whom it is required to be filed. Before that date, a signer may withdraw the signature by deleting the signature from the petition or by filing with the authority with whom the petition is required to be filed an affidavit requesting that the signature be withdrawn from the petition.

DATE: Wednesday, February 28, 2024
FULL LEGAL SUBDIVISION NAME:
Sweet Briar (SB)

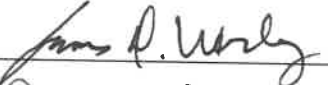
	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
51.	1016 Rose Cr	SB, BLOCK 1, LOT 15	Nicholas Campbell		10/mar/24
52.	1022 Rose Cr	SB, BLOCK 1, LOT 22	John McCrery Melissa McCrery		10/3/24
53.	1030 Rose Cr	SB, BLOCK 1, Lot 8	Manya Josef Lazaroff		3/10/24
54.	1034 Rose Cr	SB, BLOCK 1, Lot 6	Erin N McKnight Matthew T McKnight		3/10/24
55.	1029 Rose Cr	SB, BLOCK 2, Lot 2	Cheryl D Aufderheide Karl J Aufderheide		3/10/24
56.	1018 Rose Cr	SB, BLOCK 1, LOT 14	Thomas W Adair Carolyn M Adair		3/11/24
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RECEIVED
MAR 27 2024

Restricted Occupancy Overlay Petition

By signing below, I agree that the Restricted Occupancy Overlay (ROO) ordinance will limit occupancy to no more than two unrelated persons in a detached single-family dwelling or in an accessory living quarters in Sweet Briar (SB). I understand that related persons are related by blood, adoption, guardianship, marriage, are an authorized caretaker, or members of a group home for disabled persons, as defined in UDO Section 11.2 Defined Terms in the definition of "Family." I understand that at least 50% + 1 of the total number of single-family zoned or developed building plots in the original subdivision are required to submit the ROO application for consideration. I understand that submitting an application does not guarantee ROO approval. A signer may not withdraw the signature from a petition on or after the petition is received by the authority of whom it is required to be filed. Before that date, a signer may withdraw the signature by deleting the signature from the petition or by filing with the authority with whom the petition is required to be filed an affidavit requesting that the signature be withdrawn from the petition.

DATE: Wednesday, February 28, 2024
FULL LEGAL SUBDIVISION NAME: Sweet Briar (SB)

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
61 .	1005 Rose Circle	SB, Block 2, Lot 14	James D. Worley Geneva L. Worley		3-13-2024
62 .	1026 Rose Circle	SB, Block 1, Lot 10	Josh & Kim Kinney R.F. Cabrera Joshua V Cabrera		3/13/24
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RECEIVED
MAR 27 2024

Restricted Occupancy Overlay Petition

By signing below, I agree that the Restricted Occupancy Overlay (ROO) ordinance will limit occupancy to no more than two unrelated persons in a detached single-family dwelling or in an accessory living quarters in Sweet Briar (SB). I understand that related persons are related by blood, adoption, guardianship, marriage, are an authorized caretaker, or members of a group home for disabled persons, as defined in UDO Section 11.2 Defined Terms in the definition of "Family." I understand that at least 50% + 1 of the total number of single-family zoned or developed building plots in the original subdivision are required to submit the ROO application for consideration. I understand that submitting an application does not guarantee ROO approval. A signer may not withdraw the signature from a petition on or after the petition is received by the authority of whom it is required to be filed. Before that date, a signer may withdraw the signature by deleting the signature from the petition or by filing with the authority with whom the petition is required to be filed an affidavit requesting that the signature be withdrawn from the petition.

DATE: Wednesday, February 28, 2024
FULL LEGAL SUBDIVISION NAME:
Sweet Briar (SB)

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
41	1017 Rose Circle (S. 7x 7.75)	SB, Block 2, Lot 8	Nancy D Ward (Hire)	[Signature]	3-13-24
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MAR 27 2024

Restricted Occupancy Overlay Petition

By signing below, I agree that the Restricted Occupancy Overlay (ROO) ordinance will limit occupancy to no more than two unrelated persons in a detached single-family dwelling or in an accessory living quarters in WOODLAND ACRES (WA). I understand that related persons are related by blood, adoption, guardianship, marriage, are an authorized caretaker, or members of a group home for disabled persons, as defined in UDO Section 11.2 Defined Terms in the definition of "Family." I understand that at least 50% + 1 of the total number of single-family zoned or developed building plots in the original subdivision are required to submit the ROO application for consideration. I understand that submitting an application does not guarantee ROO approval. A signer may not withdraw the signature from a petition on or after the petition is received by the authority of whom it is required to be filed. Before that date, a signer may withdraw the signature by deleting the signature from the petition or by filing with the authority with whom the petition is required to be filed an affidavit requesting that the signature be withdrawn from the petition.

DATE: Wednesday, February 28, 2024
FULL LEGAL SUBDIVISION NAME: WOODLAND ACRES (WA)

ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1. 904 Ashburn	WA, Lot 6 (Front 419' OF) Acres 1.4445	Brandon & Erica Spears	Erica Spears	2/28/2024
2. 986 Munson	WA, Lot 22, Acres 1.27	Gerard & Iris Cole	Gerard Cole	2/28/24
3. 1011 Walton	College Hills Estate Pk. Bk 8 Lot 6 & Z. 7034 WA Lot 6 (Pr. or)	Steven C. & Teresa P. Colson Living Trust	Steven C. Colson	2/28/24
4. 1004 Ashburn	WA Block 1 B & 60.5' OF 2 AC. 1.64	HELEN & LAURENCE A. FRISK	Helen Frisk	2/28/24
5. 906 Munson	WA LOT 24, 25, 26 ACRES 3.96	STEPHEN J. & FRANKIE A. MILLER	Stephen J. Miller	2/28/24
6. 908 Munson	WA Lot 23, Acres 1.27	Joseph Rinaldo Patonka	Joe Patonka	2/28/24
7. 903 Ashburn Ave	WA Lot 7 Front 343' ac 1.178	Sandra Geer Fuller	Sandra Fuller	2/28/2024
8. 923 Ashburn Ave	WA Lot 7 Front 343' acres 1.178	Kenneth Bovel Fuller	Kenneth Bovel Fuller	2/28/24
9. 1005 Ashburn Ave	WA Lot 16 Acres 1.25	Jason Patrick Donilhet	Jason Patrick Donilhet	2/28/2024
10. 1005 Ashburn Ave	WA Lot 16 Acres 1.25	Alison Lynn Donilhet	Alison Lynn Donilhet	2/28/2024

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MAR 27 2024

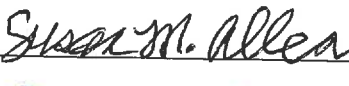
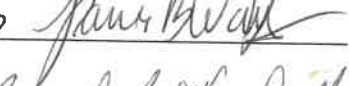
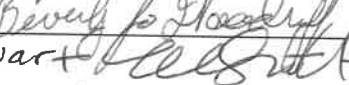
Restricted Occupancy Overlay Petition

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DATE: Wednesday, February 28, 2024

FULL LEGAL SUBDIVISION NAME:

WOODLAND ACRES (WA)

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
11.	1000 Munson Ave	WA, Lot 21 Acres 1.27	Collins Brian Robert & Julie Dorann Living Trust		2/28/24
12.	1000 Munson Ave	WA, Lot 21 Acres 1.27	Collins Brian Robert & Julie Dorann Living Trust		3/6/24
13.	901 Ashburn Ave	WA, Lot 9, Acres 1.32	Kevin & Kristi Brightwell		2/28/24
14.	1007 Ashburn Ave.	WA, Lot 17, Acres 1.25	James B & Sonia Swatt		3/3/24
15.	1002 Ashburn WA	Lot 2 (N 89.5'), Acres 1.41	SUSAN M. ALLEN		3/3/24
16.	1001 Ashburn WA	Lot 14, Acres 1.25	Gary T. Faist		3/5/24
17.	911 Ashburn	WA, Lot 13, Acres 1.25	Ruth Whiteley		3/6/24
18.	1007 Ashburn	WA, Lot 17, Acres 1.25	Watt James B & Sonia S		3/6/24
19.	903 Francis Dr	WA, Lot 18-19 (NE 225' OF)	Beverly Jo Woodruff		3/6/24
20.	903 Ashburn Ave	WA, Lot 10, Acres 1.25	Emily Gay Little Stewart Zachary I Stewart	 	3-8-24 3/8/2024

RECEIVED
MAR 27 2024

Restricted Occupancy Overlay Petition

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DATE: Wednesday, February 28, 2024
FULL LEGAL SUBDIVISION NAME:
WOODLAND ACRES (WA)

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
31.	1002 Munson WA	Lot 20, Acres 1.27	Darren & Heather Sanders	Heather Sanders	3/9/24
32.	1002 Munson WA	Lot 20, Acres 1.27	Darren & Heather Sanders	Dan Sanders	3/9/24
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MAR 27 2024

Restricted Occupancy Overlay Petition

By signing below, I agree that the Restricted Occupancy Overlay (ROO) ordinance will limit occupancy to no more than two unrelated persons in a detached single-family dwelling or in an accessory living quarters in WOODLAND ACRES (WA). I understand that related persons are related by blood, adoption, guardianship, marriage, are an authorized caretaker, or members of a group home for disabled persons, as defined in UDO Section 11.2 Defined Terms in the definition of "Family." I understand that at least 50% + 1 of the total number of single-family zoned or developed building plots in the original subdivision are required to submit the ROO application for consideration. I understand that submitting an application does not guarantee ROO approval. A signer may not withdraw the signature from a petition on or after the petition is received by the authority of whom it is required to be filed. Before that date, a signer may withdraw the signature by deleting the signature from the petition or by filing with the authority with whom the petition is required to be filed an affidavit requesting that the signature be withdrawn from the petition.

DATE: Wednesday, February 28, 2024
FULL LEGAL SUBDIVISION NAME:
WOODLAND ACRES (WA)

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
21	1003 Ashburn	WA, Lot 15, Acres 1.25	Deere Michelle Williams Trust dated 11/22/23	M Deere	3/6/24
22					
23					
24					
25					
26					
27					
28					
29					
30					

August 8, 2024

Item No. 9.2.

Bicycle, Pedestrian and Greenway Advisory Board Appointment

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an appointment to the Bicycle, Pedestrian and Greenway Advisory Board.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None

Summary: Dennis Jansen was a member of the Bicycle, Pedestrian, and Greenway Advisory Board. However, he decided it was appropriate to step down from the board due to scheduling issues and other obligations. Mr. Jansen's term would have expired in 2026, leaving a 1-year and 5 months of an unexpired term. As a representative of one of the following fields or professions, Mr. Jansen held Position B on the board: 1) Recreation; 2) Health; and 3) Kinesiology.

After learning of Mr. Jansen's departure, the City Secretary's Office began posting the vacancy on our website, on social media, and in the neighborhood newsletter.

We also made contact with the eligible candidates who submitted an application in 2023 but were not chosen for the appointments in January 2024, and two of those people were eager to resubmit their applications. In addition, we received (1) one additional application.

Budget & Financial Summary: N/A

Attachments:

None