



College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Meeting Agenda - Final

City Council Regular

Thursday, February 22, 2018

6:00 PM

City Hall Council Chambers

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

Hear Visitors: During this time a citizen may address the City Council on any item which does not appear on the posted Agenda. Registration forms are available in the lobby and at the desk of the City Secretary. This form should be completed and delivered to the City Secretary by 5:30 PM on the day of the Council meeting. Upon stepping to the podium the speaker must state their name and city of residence, including the state of residence if the city is located out of state. Each speaker's remarks are limited to three minutes. A series of timer lights will change from green to yellow and an alarm will sound after two and one-half minutes to signal thirty seconds remaining to conclude the remarks. At three minutes the timer light will change to red and the final alarm will sound. The speaker must then conclude the remarks. The City Council will listen and receive the information presented by the speaker, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concerns shall be directed to the City Manager. Comments should not personally attack other speakers, Council or staff.

Consent Agenda

At the discretion of the Mayor, individuals may be allowed to speak on a Consent Agenda Item. Individuals who wish to address the City Council on a consent agenda item not posted as a public hearing shall register with the City Secretary prior to the Mayor's reading of the agenda item. Registration forms are available in the lobby and at the desk of the City Secretary.

2. Presentation, possible action, and discussion of consent agenda items which consists of ministerial or "housekeeping" items required by law. Items may be removed from the consent agenda by majority vote of the Council.

- 2a. [18-0146](#) Presentation, possible action, and discussion of minutes for:
 - February 8, 2018 Workshop
 - February 8, 2018 Regular

Sponsors:

Smith

Attachments:

[WKSHPO20818 DRAFT Minutes](#)

[RM020818 DRAFT Minutes](#)

- 2b. [18-0106](#) Presentation, possible action, and discussion concerning award of contract 18300322 with Ramtech Building Systems, Inc. in the amount of \$83,070 to purchase and deliver a 24'x56' modular office building to

the Utility Service Center.

Sponsors:

Coleman

2c. [18-0111](#)

Presentation, possible action, and discussion on a construction contract with CRT Construction, LLC, in the amount of \$467,979.94 for the development of Reatta Meadows Park, as well as further development of Crescent Pointe Park.

Sponsors:

Schmitz

Attachments:

[Tabulation2](#)

2d. [18-0118](#)

Presentation, possible action, and discussion regarding the reissue of contract 16300197 between the City of College Station and H&B Construction, LTD. with a not to exceed amount of \$1,500,000 for Annual Electric System Construction & Maintenance Labor.

Sponsors:

Crabb

Attachments:

[Contract 16300197 H&B Construction - Signed](#)

2e. [18-0119](#)

Presentation, possible action, and discussion regarding the ratification of a contract for Burleson Water Resources LLC to purchase pond water from the City's water wellfield property called Hanson South.

Sponsors:

Coleman

Attachments:

[Wildhorse BWR Water Contract Final.pdf](#)

2f. [18-0126](#)

Presentation, possible action, and discussion regarding approval of the City's participation in interlocal cooperative purchasing programs with Choice Partners National Purchasing Cooperative and GoodBuy Purchasing Cooperative and authorization for the City Manager to execute Interlocal Agreements with each cooperative's lead agency.

Sponsors:

Leonard

Attachments:

[GoodBuy ILA](#)

[Choice Partners ILA](#)

2g. [18-0133](#)

Presentation, possible action, and discussion regarding amendment #2 to the Building Use Agreement between the City of College Station and the Arts Council of Brazos to move to a month to month term for the building located at 2275 Dartmouth Drive.

Sponsors:

Kersten

Attachments:

[AMD #2](#)

Regular Agenda

Individuals who wish to address the City Council on an item posted as a public hearing shall register with the City Secretary prior to the Mayor's announcement to open the public

hearing. A speaker who wishes to include computer-based information while addressing the Council must provide the electronic file to the City Secretary by noon of the Council meeting day when the presentation is planned. The Mayor will recognize individuals who wish to come forward to speak for or against the item. Upon stepping to the podium the speaker must state their name and city of residence, including the state of residence if the city is located out of state. On items related to land use and those that would directly impact the speaker's residence or neighborhood, the speaker is encouraged to identify their College Station neighborhood. Each speaker's remarks are limited to three minutes. A series of timer lights will change from green to yellow and an alarm will sound after two and one-half minutes to signal thirty seconds remaining to conclude the remarks. At three minutes the timer light will change to red and the final alarm will sound. The speaker must then conclude the remarks. After a public hearing is closed, there shall be no additional public comments. If Council needs additional information from the general public, some limited comments may be allowed at the discretion of the Mayor.

1. [18-0136](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending the Comprehensive Plan - Future Land Use & Character Map from Suburban Commercial to General Commercial for approximately 1.9 acres generally located northeast of the intersection at Raintree Drive and Earl Rudder Freeway South.

Sponsors:

Lazo

Attachments:

[Background Information](#)

[Vicinity Aerial & SAM](#)

[Comp Plan Exhibit](#)

[Ordinance](#)

2. [18-0140](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from GS General Suburban to GC General Commercial on approximately 1.9 acres of land located at 2201 Raintree Drive.

Sponsors:

Lazo

Attachments:

[Background Information](#)

[Vicinity Aerial & SAM](#)

[Rezoning Exhibit](#)

[Ordinance](#)

3. [18-0137](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending the Comprehensive Plan - Future Land Use & Character Map from Restricted Suburban to General Commercial for approximately 29 acres generally located at the

intersection of Rock Prairie Road and William D. Fitch Parkway.

Sponsors:

Hovde

Attachments:

[Background Information](#)

[Vicinity Map and Aerial](#)

[Comp Plan Exhibit](#)

[Ordinance](#)

4. [18-0139](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A, "Unified Development Ordinance", Section 7.2.J "Bicycle Facilities" and Section 7.3.J "Alternative Parking Plans" of the Code of Ordinances of the City of College Station related to bicycle parking requirements.

Sponsors:

Helton

Attachments:

[Sec.7.2.J.Bicycle Facilities Redline](#)

[Sec.7.3.J.Alternative Parking Plans Redline](#)

[Ordinance](#)

5. [18-0142](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A, "Unified Development Ordinance," Section 2.2 "Planning and Zoning Commission", Section 2.8 "Administrator", Section 5.8 "Design Districts", Section 5.10 "Overlay Districts", and Section 7.10 "Non-Residential Architectural Standards" as it relates to screening, architectural features, and the color palette.

Sponsors:

Hovde

Attachments:

[UDO Article 2 - Redlined](#)

[UDO Article 5 - Redlined](#)

[UDO Article 7 - Redlined](#)

[Ordinance](#)

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

7. Adjourn.

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

I certify that the above Notice of Meeting was posted at College Station City Hall, 1101

Texas Avenue, College Station, Texas, on February 15, 2018 at 5:00 p.m.


for City Secretary

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

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

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

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

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



Legislation Details (With Text)

File #: 18-0146 **Version:** 1 **Name:** Minutes
Type: Minutes **Status:** Consent Agenda
File created: 2/12/2018 **In control:** City Council Regular
On agenda: 2/22/2018 **Final action:**
Title: Presentation, possible action, and discussion of minutes for:
• February 8, 2018 Workshop
• February 8, 2018 Regular
Sponsors: Tanya Smith
Indexes:
Code sections:
Attachments: [WKSHP020818 DRAFT Minutes](#)
[RM020818 DRAFT Minutes](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion of minutes for:

- February 8, 2018 Workshop
- February 8, 2018 Regular

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: None

Budget & Financial Summary: None

Attachments:

- February 8, 2018 Workshop
- February 8, 2018 Regular

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
FEBRUARY 8, 2018

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

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

City Staff:

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

Student Liaison

Tory Oxendahl, Municipal Affairs

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Workshop of the College Station City Council was called to order by Mayor Mooney at 4:00 p.m. on Thursday, February 8, 2018 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate ,and §551.074-Personnel, the College Station City Council convened into Executive Session at 4:00 p.m. on Thursday, February 8, 2018 in order to continue discussing matters pertaining to:

- A. Consultation with Attorney to seek advice regarding pending or contemplated litigation; to wit:
- Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas; and
 - McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas

- City of College Station v. Gerry Saum, Individually, and as Independent Executrix of the Estate of Susan M. Wood, Deceased; Cause No. 17-002742-CV-361; In the 361st District Court, Brazos County, Texas

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

- Northgate Parking Garage

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

- Council Self-evaluation
- City Manager
- Construction Board of Adjustments
- Zoning Board of Adjustments

The Executive Session recessed at 5:43 p.m.

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

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Rektorik, the City Council voted seven (7) for and none (0) opposed, to appoint Chuck Gilman as Interim City Manager, effective April, 1 2018. The motion carried unanimously.

Mayor reordered the workshop items with item #6 being heard first, followed by #4, and the rest remaining as ordered.

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

Items 2b, and 2h were pulled from Consent for clarification.

2(b): Mary Ellen Leonard, Finance, clarified what a responsible bidder is and how that helps to determine the best value to the City.

2(h): David Schmitz, Director of Parks and Recreation, clarified the sequences of the project, which are phases are yet to come. This design contract includes the full design of the park facility for phase one of the park and preliminary site/civil design for phase 2 in order to construct utilities for phase 1 that will be crossing the phase 2 area of the property. The contract includes construction phase services for Phase 1 which is proposed to include 4 of the proposed ballfields and associated infrastructure to support their use.

Mayor Mooney recessed the Workshop at 6:17 p.m.

Workshop reconvened at 7:59 p.m.

5. Presentation, possible action, and discussion on the status of the Capital Improvement Plan including recommended projects from the Citizens Advisory Committee.

Emily Fisher, Assistant Director of Public Works, provided an update to Council on the status of Capital Improvement projects. These projects were recommended from the Citizens Advisory Committee. Some of the projects completed are along Munson Avenue, Rock Prairie Road, Green Prairie Trail, and Lick Creek Nature Center. Areas in process are Lincoln Center, Lakeway Drive, Royder Road Phase 1 & 2, University Dr. Pedestrian Safety Improvements, culvert replacement at Dominik and Stallings, Eastgate Rehabilitation, and a 30-inch transmission line relocation for FM 2818 / 60 interchange.

6. Presentation, possible action, and discussion on the Texas Weekend of Remembrance special event slated for May 25-27, 2018 (Memorial Day Weekend). The presentation will cover the background, mission, and event details.

J.D. Wood, Parks and Recreation, provided an overview of Texas Weekend of Remembrance, which is a time for military members, veterans, and their families to come together and honor the memory of their lost loved ones through camaraderie and commemoration of their sacrifice. This event will become a precursor to Memorial Day and restore its original intent by allowing everyone to show their pride and respect to the men and women who have paid the ultimate price.

Parks and Recreation staff, local and non-local veterans, military personnel, and TAMU staff recommend approval of Texas Weekend of Remembrance to continue with the planning process.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Rektorik, the City Council voted seven (7) for and none (0) opposed, to endorse the Texas Weekend of Remembrance special event for May 25-27, 2018. The motion carried unanimously.

7. Presentation, possible action, and discussion regarding a City-initiated rezoning to remove the Krenek Tap Overlay zoning district from all properties currently under the district.

Molly Hitchcock, Planning and Development, presented an overview regarding the Krenek Tap Overlay zoning district that was adopted in 2004 to enhance the views along Krenek Tap Road and create a sense of identity for the City, not only along the municipal property but along Krenek Tap Road itself. At the time, the City was pursuing the City Centre Concept for the development of the municipal property. The overlay heightens the development standards for all properties along Krenek Tap (including single-family) by requiring parking to be located behind structures and placing limitations on façade and fence materials and roof and signage options. The overlay is applied to all property from the Krenek Tap right-of-way and back 750 feet in each direction. This item is brought to council as part of the 2017 Planning & Zoning Commission's Plan of Work to help streamline the Unified Development Ordinance (UDO). The concept of deleting of the Krenek Tap Overlay zoning district from the UDO is supported by Staff and the Planning & Zoning Commission, but such an ordinance amendment would necessitate the rezoning of all properties currently under the overlay to remove its application.

Staff requested direction from City Council on whether or not to move forward with

Council directed staff to move forward with removing the Krenek Tap Overlay from the UDO.

8. Presentation, possible action, and discussion regarding an overview of current community notification requirements and practices for cases involving a public hearing.

Lance Simms, Director of Planning and Development, provided an overview of the types of public hearing notifications provided by the City, whether required or discretionary. This item was also part of the Planning & Zoning Commission's Plan of Work. Under "educational/informational items", the Commission's Plan of Work states, "Review current community notification requirements and practices for cases involving a public hearing".

When an item requiring a public hearing is to be considered by the Planning & Zoning Commission, the City is legally required to:

- Post the meeting agenda on the City's official website
- Post the meeting agenda at City Hall at least 72 hours before the meeting
- Publishing a notice in The Eagle at least 15 days prior to the meeting; and,
- Mail a notice to property owners within 200 feet of the parcel under consideration at least 15 days prior to the meeting (applies to rezoning's, conditional use permits, ZBA variances, and certain replats).

At a minimum, the Unified Development Ordinance (UDO) requires that published and mailed notices provide:

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

Planning & Zoning Commission heard this item on December 21, 2017 and asked staff to explore ways to improve the signage placed on the subject property. Otherwise, the Commission felt like our current notification process is working well.

Councilmember Brick left for the remainder of the meeting.

9. Presentation, possible action, and discussion regarding non-residential landscaping standards.

Rachel Lazo, Planning and Development, stated as part of the 2017 Plan of Work, City Council and Planning and Zoning Commission directed staff to review current city landscaping requirements, including streetscaping and buffer standards. Staff was also directed to explore options for water-conserving landscaping. Staff received feedback from stakeholders in the development community, neighborhood associations, and the general public on this item through two public meetings held in a "come and go" format on August 30, 2017. On September 21, 2017, the Planning and Zoning Commission heard the results of the stakeholder meetings and endorsed staff's general recommendations at the time. The Planning & Zoning Commission heard the item again at their December 21, 2017 meeting and recommended that staff proceed with the following changes:

- Encouraging drought tolerant irrigation by increasing the landscaping point credit from 10 percent to 20 percent for water-conserving irrigation systems.

- Providing an extra 50 percent increase in landscaping points for Texas native plants.
- Incentivizing the retention of older/larger trees by doubling the point values for each protected tree.
- Creating administrative flexibility to waive buffer requirements adjacent to common area, and exempting buffers adjacent to FEMA 100-year floodplain.
- Allowing Staff to adjust buffer width up to 5 feet if the applicant is providing above and beyond minimum requirements for screening.
- Removing the double landscape point requirements for building plots over 15 acres.
- Removing the heightened 2.5-inch caliper tree requirement for building plots over 15 acres and allow these sites to meet the 2-inch caliper tree requirement of other sites.
- Providing water conserving landscaping options, such as xeriscaping in lieu of sod.
- Requiring buffer by developed/proposed use instead of by zoning district.

Staff requested direction from Council on the aforementioned items before moving forward with the development of ordinance language.

Council directed staff to move forward with the development of the ordinance language.

10. Presentation, possible action, and discussion of a possible travel budget for representation from the College Station City Council to attend meetings of the Gulf Coast Strategic Highway Coalition.

Tanya Smith, City Secretary, opened this item for Council discussion to consider a possible increase in the travel and training budget to accommodate hotel stay, travel, and registration fees for the Gulf Coast Strategic Highway Coalition.

Council directed staff to increase the budget by consensus as needed.

11. Council Calendar

Council reviewed the calendar.

12. Discussion, review and possible action regarding the following meetings: Animal Shelter Board, Annexation Task Force, Arts Council of Brazos Valley, Arts Council Sub-committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Blinn College Brazos Valley Advisory Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Compensation and Benefits Committee, Experience Bryan-College Station, Design Review Board, Economic Development Committee, FBT/Texas Aggies Go to War, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Partnership, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Transportation and Mobility Committee, TAMU Economic

Development, TAMU Student Senate, Texas Municipal League, Twin City Endowment, Walk with the Mayor, YMCA, Youth Advisory Council, Zoning Board of Adjustments.

Mayor Mooney reported on the YMCA and Walk with the Mayor.

Councilmember Nichols reported on the Chamber Legislative Affairs.

13. Adjournment

There being no further business, Mayor Mooney adjourned the workshop of the College Station City Council at 8:53 p.m. on Thursday, February 8, 2018.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
FEBRUARY 8, 2018

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

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

City Staff:

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

Student Liaison

Tory Oxendahl, Municipal Affairs

Call to Order and Announce a Quorum is Present

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Mooney at 6:15 p.m. on Thursday, February 8, 2018 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

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

Presentation and recognition of College Station High School state champion football team.

Mayor Mooney recognized the College Station High School Cougars football team, for the 2017 5A Division II Football State Championship.

Coaches: Steve Huff, Head Coach; Brian Edwards, and Chance Locklear, Assistant Coaches

Seniors: Marquez Perez, Keith Rose, Quandree White, Tony Taylor, Azarian Foght, Travis Hester, Harrison Wellmann, Justin Moore, Keyland Reed, Tyler Lucas, Tyler Van Buren, Brendon Olson, E.J. Mosley, DaDa Anderson, Kennedy Anorue, J.T. Eppes, Chris Williams, Zeb Cassens, Trey Barfield, Daniel Tice, Ty Watson, Kevin Timoney, Garrett Stone, Austin Ham, Noah Miles, Donovan Pierite, Nick Zachria, Matt Rusk, Chris Watson, Davis Wood, Seth Russell, Jack Rivera, Chris Arriola, David Hahn, Jeremiah Williams, Jacob McKee, Anthony Zachria, Chris Whitley, Austin, McHarg, Peyton Hudson, KeKe Anderson, and Ben Wolz

Proclamation for United Way of the Brazos Valley 2-1-1 Day.

Mayor Mooney presented the joint proclamation to Alison Prince, President / CEO and Tami Grimes, Director of Resource Development, for United Way Brazos Valley and proclaimed February 11, 2016 as 2-1-1 Day.

Proclamation for Shen Yun Performance Day at Texas A&M.

Mayor Mooney presented a proclamation to Vivian Nguyen for Shen Yun Performing Arts and proclaimed February 13, 2018 as Shen Yun Performance Day.

Presentation recognizing local student participation in the Science and Technology Lego League

H2Owls First Lego League Robotics Team from Pecan Trail and Cypress Grove, (Claire Connally, Miriam Demlow, Bowin Tian, Sami Mahapatra, Izzy Toth, Yura Song, Raymond Geng) with their coaches (Rupak Mahapatra and Tina Demlow) presented a water management proposal that the team researched and presented recently at their competition. The students also presented ways to help make households more aware of how much water they are consuming as a starting point for helping them become committed to conservation.

Hear Visitors Comments

James Benham, College Station, came before Council to honor the service and sacrifice of Army 1st Lt. Timothy W. Cunningham.

Morgan Heien, College Station, asked Council to consider not approving Consent Item 2f on the parking removal on either side of Southland Street

Larry Johnson, College Station, asked Council to consider Consent Item 2f on all parking removal due to safety issues on the west side of Oney Harvey Drive to the end of the road and on the east side from Holleman Drive to 140 feet down the east side of Oney Harvey Drive and on the north side of Southland Street to the end of the road and from Wellborn Road to 125 feet down the south side of Southland Street.

CONSENT AGENDA

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

- **January 25, 2018 Workshop Meeting**
- **January 25, 2018 Regular Meeting**

2b. Presentation, possible action, and discussion on a bid award for the annual purchase of pad-mounted 15 kV solid dielectric switchgears, which will be maintained in electrical inventory and expended as needed. Techline, Inc. is being recommended the award for a total not to exceed amount of \$539,000.

2c. Presentation, possible action, and discussion regarding an amendment to Contract No. 16300279 with PGAL for design of the new Police Department Headquarters Building to utilize the Construction Manager at Risk project delivery method.

2d. Presentation, possible action, and discussion regarding the award of Bid 18-036 and approval of award to Techline, Inc. in the amount of \$109,060 for the purchase of materials related to transmission poles replacement.

2e. Presentation, possible action, and discussion regarding an Advance Funding Agreement (AFA) for Voluntary Local Government Contributions to Transportation Improvement Projects with No Required Match on System with the Texas Department of Transportation (TXDOT) for the FM 2818 Widening project.

2f. Presentation, possible action, and discussion regarding an Ordinance amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time," of the Code of Ordinances of the City of College Station, Texas, by removing parking On the west side of Oney Harvey Drive to the end of the road and on the east side from Holleman Drive to 140 feet down the east side of Oney Harvey Drive and on the north side of Southland Street to the end of the road and from Wellborn Road to 125 feet down the south side of Southland Street.

2g. Presentation, possible action, and discussion regarding approval of Change Order No. 2 to the construction contract with Larry Young Paving for a reduction of \$253,599.11 on the Royder Road Expansion Project.

2h. Presentation, possible action, and discussion on a professional services contract (No. 18300230) with Halff Associates, Inc. in the amount of \$1,221,004 for the design and construction phase services related to the Southeast Park Project.

2i. Presentation, possible action, and discussion regarding the award of a service contract (Contract No. 18300261) between the City of College Station and All Around Tree Service, Inc., for an annual amount not to exceed \$150,000 for Landscaping, Tree Trimming and Removal Services as needed.

2j. Presentation, possible action, and discussion regarding Ordinance 2018-3982 on the annual traffic contact report required by Senate Bill 1074 of the 77th Texas Legislative session.

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

REGULAR AGENDA

1. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2018-3983 on Conditional Use Permit for a bar in approximately 1,980 square feet of an existing commercial space at 650 William D. Fitch Parkway, Suite 500, generally located on the southwest corner of Arrington Road and William D. Fitch Parkway.

Alaina Helton, Planning and Development stated that this request is for a Conditional Use Permit for a bar in approximately 1,980 square feet of an existing commercial space, currently zoned GC

General Commercial. The proposed use meets the purpose and intent of the Unified Development Ordinance (UDO) and meet all minimum standards for this type of use per the UDO. The proposed use of a bar in the Castlegate Business Center requires a Conditional Use Permit (CUP). The lease space is currently open and operating as a restaurant. Ms. Helton also stated that the applicant requested that, in addition to the restaurant, the establishment be able to operate as a bar, allowing more than 75% of their annual gross revenue be derived from the sale of alcohol. Also, the applicant proposed that the bar operate with late night hours - open to the general public from 11:00 am to 9:00 pm and restricted to persons age 21 or older from 9:00 pm until 2:00 am. The applicant is not proposing any changes to the existing site.

The Planning & Zoning Commission considered this item at their February 1, 2018 meeting and voted unanimously to recommend approval. Staff recommended approval of the Conditional Use Permit.

At approximately 6:56 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 6:56 p.m.

City Attorney, Carla Robinson, distributed an alternate Ordinance 2018-3982 to the council which included the addition of 100 square feet of outdoor patio space as recommended by the Planning and Zoning Commission.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Benham, the City Council voted six (6) for and none (0) opposed, with Councilmember Moore abstaining, to adopt the alternate Ordinance 2018-3983 on a Conditional Use Permit for a bar in approximately 1,980 square feet of an existing commercial space at 650 William D. Fitch Parkway, Suite 500, generally located on the southwest corner of Arrington Road and William D. Fitch Parkway, with an addition including 100 square feet of outdoor space. The motion carried unanimously.

2. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2018-3984 amending Appendix A, “Unified Development Ordinance,” Section 3.22 “Comprehensive Plan,” and Section 3.3 “Zoning Map Amendment (Rezoning)” of the Code of Ordinances of the City of College Station, Texas, regarding the criteria used in the consideration of Comprehensive Plan amendments and rezonings.

Molly Hitchcock, Planning and Development, stated as part of the 2017 Plan of Work, the Planning and Zoning Commission directed staff to review and identify UDO requirements that add minimal value and consider opportunities to reduce regulations and streamline processes. One of the items identified by staff was to clearly state the minimum criteria that would be considered in the review of Comprehensive Plan amendments and rezoning requests. The review criteria exist to provide a framework upon which to consider how to reasonably change plans and regulate land to promote the good of the community, not to limit the Planning and Zoning Commission or City Council in their debates on Comprehensive Plan or land use matters. The proposed amendment is intended to establish clear criteria for rezoning requests. The proposed questions encourage discussion on the same land-use matters as the current ordinance language, but should result in more clarity and less redundancy.

The Planning & Zoning Commission considered this item at their January 18, 2018 meeting and voted 4-3 to recommend approval of the Comprehensive Plan criteria and 5-2 to recommend approval of the rezoning criteria.

At approximately 7:11 p.m., Mayor Mooney opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 7:11 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Harvell, the City Council voted seven (7) for and none (0) opposed, to adopted Ordinance 2018-3984 amending Appendix A, “Unified Development Ordinance,” Section 3.22 “Comprehensive Plan,” and Section 3.3 “Zoning Map Amendment (Rezoning)” of the Code of Ordinances of the City of College Station, Texas, regarding the criteria used in the consideration of Comprehensive Plan amendments and rezonings. The motion carried.

MOTION: Upon a motion made by Councilmember Rektorik and a second by Councilmember Benham, the City Council voted seven (7) for and none (0) opposed, to adopted Ordinance 2018-3984 amending Appendix A, “Unified Development Ordinance,” Section 3.22 “Comprehensive Plan,” and Section 3.3 “Zoning Map Amendment (Rezoning)” of the Code of Ordinances of the City of College Station, Texas, regarding the criteria used in the consideration of Comprehensive Plan amendments and rezonings, with an amendment reestablishing section D, marketability of property under review criteria for uses permitted by the district applicable to the property at the time of the proposed amendment back into the UDO. The motion carried.

3. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2018-3985 amending Appendix A, “Unified Development Ordinance”, Section 2.5 “Design Review Board”, Section 2.12 “Summary of Review Authority”, Section 3.7 “Wolf Pen Creek Design District Site Plan Review”, Section 3.8 “Wolf Pen Creek Design District Building and Sign Review”, and Section 5.8 “Design Districts - Wolf Pen Creek (WPC)” of the Code of Ordinances of the City of College Station, Texas, regarding the criteria for administrative approval of site plans, buildings and signs in the Wolf Pen Creek Design District.

Alaina Helton, Planning and Development, stated that this item originated with the 2017 Planning & Zoning Commission’s Plan of Work and helps streamline the development review process by allowing site plans, building design, and signs to be approved administratively unless the applicant is seeking an appeal. Appeals will be considered by the Design Review Board.

The Planning & Zoning Commission considered this item at their February 1, 2018 meeting and voted unanimously to recommend approval. Staff recommended approval.

At approximately 7:19 p.m., Mayor Mooney opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 7:19 p.m.

MOTION: Upon a motion made by Councilmember Rektorik and a second by Councilmember Moore, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2018-3985 amending Appendix A, “Unified Development Ordinance”, Section 2.5 “Design Review Board”, Section 2.12 “Summary of Review Authority”, Section 3.7 “Wolf Pen Creek Design District Site Plan Review”, Section 3.8 “Wolf Pen Creek Design District Building and Sign Review”, and

Section 5.8 “Design Districts - Wolf Pen Creek (WPC)” of the Code of Ordinances of the City of College Station, Texas, regarding the criteria for administrative approval of site plans, buildings and signs in the Wolf Pen Creek Design District. The motion carried unanimously.

4. Public Hearing, presentation, possible action, and discussion on Ordinance 2018-3986, Budget Amendment #1 amending Ordinance No. 3936 which will amend the budget for the 2017-2018 Fiscal Year in the amount of \$3,079,541 and increase the net personnel FTE count by 2.0 and presentation, possible action and discussion on interfund transfer totaling \$54,000.

May Ellen Leonard, Director of Fiscal Services, noted that the proposed budget amendment is to increase the FY18 budget appropriations by \$3,079,541. A summary was provided with a description of the items included on the proposed budget amendment. An interfund transfer was also included.

Staff recommended the City Council approve Budget Amendment #1 and recommended approval of the interfund transfer.

At approximately 7:35 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:35 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Rektorik, the City Council voted seven (7) for and none (0) opposed, to adopted Ordinance 2018-3986, Budget Amendment #1 amending Ordinance No. 3936 which will amend the budget for the 2017-2018 Fiscal Year in the amount of \$3,079,541 and increase the net personnel FTE count by 2.0 and presentation, possible action and discussion on interfund transfer totaling \$54,000. The motion carried unanimously.

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

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Nichols, the City Council voted seven (7) for and none (0) opposed, to appoint Joseph Fix, Janet Kountakis, Bill Mather, James Sharp, Rachel Smith, and Elianor Vessali as alternate to the Construction Board of Adjustments. The motion carried unanimously.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Harvell, the City Council voted seven (7) for and none (0) opposed, to appoint Ray Holliday to the Design Review Board for the Landscape Architect requirement. The motion carried unanimously.

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Benham, the City Council voted seven (7) for and none (0) opposed, to appoint Gerald Blackmon, Gerald Burgner, Shirley Dupriest, Louis Hodges, William Wright and Helen Frisk for unexpired term to the Historic Preservation Committee. The motion carried unanimously.

MOTION: Upon a motion made by Councilmember Brick and a second by Councilmember Harvell, the City Council voted seven (7) for and none (0) opposed, to appoint Gerald Blackmon, as chair to the Historic Preservation Committee. The motion carried unanimously.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Benham, the City Council voted seven (7) for and none (0) opposed, to appoint Nancy Berry and Chase Murphy to the Joint Relief Funding Review Committee. The motion carried unanimously.

MOTION: Upon a motion made by Councilmember Moore and a second by Councilmember Benham, the City Council voted seven (7) for and none (0) opposed, to appoint James Sharp as alternate and move Howard Mayne to regular member to the Zoning Board of Adjustments. The motion carried unanimously.

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

Mayor Mooney requested update on the Board and Committee term limits.

7. Adjournment.

There being no further business, Mayor Mooney adjourned the Regular Meeting of the City Council at 7:49 p.m. on Thursday, February 8, 2018.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary



Legislation Details (With Text)

File #:	18-0106	Version:	1	Name:	Modular Building USC
Type:	Contract	Status:		Status:	Consent Agenda
File created:	1/29/2018	In control:		In control:	City Council Regular
On agenda:	2/22/2018	Final action:		Final action:	
Title:	Presentation, possible action, and discussion concerning award of contract 18300322 with Ramtech Building Systems, Inc. in the amount of \$83,070 to purchase and deliver a 24'x56' modular office building to the Utility Service Center.				
Sponsors:	David Coleman				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion concerning award of contract 18300322 with Ramtech Building Systems, Inc. in the amount of \$83,070 to purchase and deliver a 24'x56' modular office building to the Utility Service Center.

Relationship to Strategic Goals: Core Services and Infrastructure.

Recommendation: Staff recommends approval of this contract.

Summary: The Water Services Department has outgrown its current facility, with engineers sharing an office, a Manager officed remotely, and crew leaders waiting to enter work order information. Plans are in place to construct a new building in 2021, but in the meantime, some relief is essential. This proposed modular office building would be located on the west side of the existing Utility Service Center building, and would house the entire Environmental staff, which will free up space in the existing building to resolve all overcrowding problems. Then, when the new building is complete in 2021 or 2022, the modular building can be used to house Electric Department personnel while the existing USC is being renovated. If approved, we expect to get the full life expectancy from this modular building.

Ramtech Building Systems, of Mansfield TX, participates in the HGAC "Buy Board" and the price of this modular building (\$83,070) has been pre-competed, and is reasonable. Once delivered, separate contracts will be required to connect the various utilities, which will bring the overall project cost up to a maximum of approximately \$110,000. Staff recommends award of this purchase contract and the subsequent utility contracts.

Budget & Financial Summary: Budget for this project in the amount was not included in the FY18 Approved Budget as the need for the project was not identified when the budget was developed. To accommodate this need, budget has been transferred to this project from the State Highway 6 Water

Line project which had additional budget capacity. Both projects are budgeted in the Water Capital Improvement Projects Fund.

Attachment:

Contract on file in the City Secretary's Office



Legislation Details (With Text)

File #:	18-0111	Version:	1	Name:	Construction Contract #18300210 Crescent Pointe and Reatta Meadows Park Development
Type:	Presentation	Status:			Consent Agenda
File created:	1/30/2018	In control:			City Council Regular
On agenda:	2/22/2018	Final action:			
Title:	Presentation, possible action, and discussion on a construction contract with CRT Construction, LLC, in the amount of \$467,979.94 for the development of Reatta Meadows Park, as well as further development of Crescent Pointe Park.				
Sponsors:	David Schmitz				
Indexes:					
Code sections:					
Attachments:	Tabulation2				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a construction contract with CRT Construction, LLC, in the amount of \$467,979.94 for the development of Reatta Meadows Park, as well as further development of Crescent Pointe Park.

Relationship to Strategic Goal: Neighborhood Integrity; Diverse Growing Economy

Recommendation(s): Staff recommends approval and award of the construction contract with CRT Construction, LLC for the development of Reatta Meadows Park and upgrades to Crescent Pointe Park in the amount of \$467,979.94 and two hundred seventy five (275) construction days.

Summary: The proposed construction project includes the full development of Reatta Meadows Park and further development of Crescent Pointe Park.

Reatta Meadows Park, when completed, will consist of two (2) new playgrounds, two (2) covered picnic shelters, one (1) large exercise pod, and a lighted walking path.

Crescent Pointe Park will also see further development. Additional amenities, such as exercise stations, lights along the walking path, and park benches will be added.

Budget & Financial Summary: Five (5) sealed, competitive bids were received and opened on December 21, 2017. The bid summary is attached. Funds for these projects are budgeted in the Park Land Dedication Zone 10 Fund for Reatta Meadows Park and Parkland Dedication Zone 4 fund for Crescent Pointe Park.

Attachments:

1. Bid Tab Number #18-035

2. Construction Contract with CRT Construction, LLC. (on file in the City Secretary's Office)



City of College Station - Purchasing Division
Bid Tabulation for #18-035
"Crescent Pointe and Reatta Meadows Park Development"
Open Date: Thursday, December 21, 2017 @ 2:00 p.m.

				CRT Construction, LLC		TF Harper & Associates LP		Acklam Construction Company, Ltd.		ROAN Commercial Group, LLC		Dudley Construction, Ltd.	
BASE BID: Crescent Pointe Park													
Item No.	Description	Unit	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	4" Concrete Paving (includes subgrade and base prep, rebar, expansion and control joints, scoring, and misc. appurtenances)	SF	180	\$8.03	\$1,445.40	\$15.78	\$2,840.40	\$20.00	\$3,600.00	\$6.73	\$1,211.40	\$16.55	\$2,979.00
2	Exercise Station 8" Conc. Ribbon Curb (includes subgrade and base prep, rebar, expansion and control joints, scoring, and misc. appurtenances)	LF	92	\$14.88	\$1,368.96	\$75.86	\$6,979.12	\$25.00	\$2,300.00	\$8.84	\$813.28	\$42.02	\$3,865.84
3	Exercise Station Decomposed Granite Surfacing	SF	225	\$7.93	\$1,784.25	\$4.33	\$974.25	\$8.00	\$1,800.00	\$5.98	\$1,345.50	\$7.84	\$1,764.00
4	Exercise Station - Ab Bench (includes equipment, footer, and misc. appurtenances)	EA	1	\$2,746.00	\$2,746.00	\$2,808.30	\$2,808.30	\$2,380.00	\$2,380.00	\$2,429.00	\$2,429.00	\$2,288.65	\$2,288.65
5	Exercise Station - Stable Press (includes equipment, footer, and misc. appurtenances)	EA	1	\$2,288.00	\$2,288.00	\$2,347.65	\$2,347.65	\$2,025.00	\$2,025.00	\$2,126.00	\$2,126.00	\$1,912.20	\$1,912.20
6	Exercise Station - Dip/Leg Raise (includes equipment, footer, and misc. appurtenances)	EA	1	\$2,213.00	\$2,213.00	\$2,278.83	\$2,278.83	\$1,980.00	\$1,980.00	\$2,060.00	\$2,060.00	\$1,979.51	\$1,979.51
7	Drinking Fountain (includes fountain, footer, 3/4" service tap, backflow preventer, 3/4" service line, cutoff valve, sump, and misc. appurtenances)	EA	1	\$10,741.00	\$10,741.00	\$14,421.12	\$14,421.12	\$6,500.00	\$6,500.00	\$10,460.00	\$10,460.00	\$14,972.27	\$14,972.27
8	Surface Mount Bench (includes bench and misc. appurtenances)	EA	4	\$1,209.00	\$4,836.00	\$2,200.02	\$8,800.08	\$1,075.00	\$4,300.00	\$1,395.50	\$5,582.00	\$2,109.53	\$8,438.12
9	Embedded Bike Rack (includes bike rack and misc. appurtenances)	EA	1	\$457.00	\$457.00	\$695.97	\$695.97	\$400.00	\$400.00	\$623.00	\$623.00	\$824.51	\$824.51
10	Embedded Mount Trash Receptacle (includes receptacle, and misc. appurtenances)	EA	3	\$706.00	\$2,118.00	\$1,008.99	\$3,026.97	\$700.00	\$2,100.00	\$921.00	\$2,763.00	\$1,308.71	\$3,926.13
11	Surface Mount Trash Receptacle (includes receptacle, and misc. appurtenances)	EA	1	\$751.00	\$751.00	\$1,123.32	\$1,123.32	\$700.00	\$700.00	\$968.00	\$968.00	\$1,127.42	\$1,127.42
12	Canopy Tree - 2" Live Oak	EA	10	\$213.00	\$2,130.00	\$457.88	\$4,578.80	\$400.00	\$4,000.00	\$397.50	\$3,975.00	\$554.46	\$5,544.60
13	Bemuda Sod/Hydromulch Allowance (to be established w/ temporary irrigation)	SY	750	\$0.48	\$360.00	\$23.45	\$17,587.50	\$2.25	\$1,687.50	\$4.04	\$3,030.00	\$2.07	\$1,552.50
14	Site Electrical (includes but not limited to all site electrical, lighting, etc.)	EA	9	\$5,239.00	\$47,151.00	\$6,184.29	\$55,658.61	\$4,800.00	\$43,200.00	\$1,872.00	\$16,848.00	\$5,283.85	\$47,554.65
15	Silt Fence	LF	130	\$2.62	\$340.60	\$2.76	\$358.80	\$1.35	\$175.50	\$3.06	\$397.80	\$2.81	\$365.30
16	SWPPP Compliance	LS	1	\$416.00	\$416.00	\$2,747.25	\$2,747.25	\$1,500.00	\$1,500.00	\$490.00	\$490.00	\$623.27	\$623.27
17	General Conditions (includes mobilization, de-mobilization, general requirements of contract)	LS	1	\$4,760.00	\$4,760.00	\$8,905.98	\$8,905.98	\$15,000.00	\$15,000.00	\$34,698.00	\$34,698.00	\$2,573.31	\$2,573.31
CRESCENT POINTE PARK TOTAL				\$85,906.21		\$136,132.95		\$93,648.00		\$89,819.98		\$102,291.28	



City of College Station - Purchasing Division
Bid Tabulation for #18-035
"Crescent Pointe and Reatta Meadows Park Development"
Open Date: Thursday, December 21, 2017 @ 2:00 p.m.

				CRT Construction, LLC		TF Harper & Associates LP		Acklam Construction Company, Ltd.		ROAN Commercial Group, LLC		Dudley Construction, Ltd.	
BASE BID: Reatta Meadows Park													
Item No.	Description	Unit	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Unclassified Earthwork Allowance	LS	1	\$11,900.00	\$11,900.00	\$3,998.79	\$3,998.79	\$3,500.00	\$3,500.00	\$7,950.00	\$7,950.00	\$25,870.78	\$25,870.78
2	Barbed-wire fence removal (approximately 550 linear feet)	LS	1	\$655.00	\$655.00	\$0.00	\$0.00	\$500.00	\$500.00	\$1,077.00	\$1,077.00	\$623.27	\$623.27
3	4" Concrete Paving (includes subgrade and base prep, rebar, expansion and control joints, scoring, and misc. appurtenances)	SF	2,465	\$8.03	\$19,793.95	\$13.79	\$33,992.35	\$6.00	\$14,790.00	\$6.66	\$16,416.90	\$6.64	\$16,367.60
4	12" Concrete Playground Ribbon Curb (includes subgrade and base prep, rebar, and misc. appurtenances)	LF	350	\$17.85	\$6,247.50	\$21.73	\$7,605.50	\$30.00	\$10,500.00	\$11.62	\$4,067.00	\$22.77	\$7,969.50
5	Pour-in-Place Rubberized Surfacing (includes conc. subgrade, base prep. and misc. appurtenances)	SF	2,300	\$26.64	\$61,272.00	\$25.42	\$58,466.00	\$24.50	\$56,350.00	\$22.71	\$52,233.00	\$22.24	\$51,152.00
6	Play Station - Gametime Pivot Point (includes equipment, footer, and misc. appurtenances)	EA	1	\$34,189.00	\$34,189.00	\$45,622.11	\$45,622.11	\$44,000.00	\$44,000.00	\$40,603.00	\$40,603.00	\$36,052.57	\$36,052.57
7	Play Station - Gametime Carnival (includes equipment, footer, and misc. appurtenances)	EA	1	\$35,211.00	\$35,211.00	\$46,835.34	\$46,835.34	\$40,000.00	\$40,000.00	\$43,248.00	\$43,248.00	\$36,906.22	\$36,906.22
8	Play Station - Gametime Arch Swing (includes equipment, footer, and misc. appurtenances)	EA	1	\$5,783.00	\$5,783.00	\$7,579.08	\$7,579.08	\$7,100.00	\$7,100.00	\$5,905.00	\$5,905.00	\$6,142.02	\$6,142.02
9	Shade Structure (includes structure, footer, and misc. appurtenances)	EA	1	\$46,905.00	\$46,905.00	\$42,675.06	\$42,675.06	\$41,200.00	\$41,200.00	\$48,895.00	\$48,895.00	\$46,683.00	\$46,683.00
10	Pavillion Structure (includes structure, footer, roof and misc. items)	EA.	1	\$8,330.00	\$8,330.00	\$23,155.71	\$23,155.71	\$18,000.00	\$18,000.00	\$16,383.00	\$16,383.00	\$16,683.38	\$16,683.38
11	Drinking Fountain (includes fountain, footer, 3/4" service tap, backflow preventer, 3/4" service line, cutoff valve, sump, and misc. appurtenances)	LS	1	\$9,284.00	\$9,284.00	\$18,450.42	\$18,450.42	\$6,500.00	\$6,500.00	\$10,500.00	\$10,500.00	\$16,597.76	\$16,597.76
12	Surface Mount Bench (includes bench, concrete pad, and misc. appurtenances)	EA	2	\$1,209.00	\$2,418.00	\$2,233.32	\$4,466.64	\$1,075.00	\$2,150.00	\$1,518.00	\$3,036.00	\$2,508.63	\$5,017.26
13	Embedded Bike Rack (includes bike rack and misc. appurtenances)	EA	1	\$457.00	\$457.00	\$695.97	\$695.97	\$400.00	\$400.00	\$623.00	\$623.00	\$824.51	\$824.51
14	8' Surface Mount Picnic Table (includes table, footer, and misc. appurtenances)	EA	1	\$1,138.00	\$1,138.00	\$1,637.25	\$1,637.25	\$1,030.00	\$1,030.00	\$3,268.00	\$3,268.00	\$2,315.91	\$2,315.91
15	Surface Mount Trash Receptacle (includes receptacle, and misc. appurtenances)	EA	1	\$751.00	\$751.00	\$1,123.32	\$1,123.32	\$700.00	\$700.00	\$968.00	\$968.00	\$1,127.42	\$1,127.42
16	Canopy Tree - 2" Live Oak	EA	11	\$213.00	\$2,343.00	\$457.88	\$5,036.68	\$400.00	\$4,400.00	\$397.55	\$4,373.05	\$534.09	\$5,874.99
17	Bemuda Sod Hydromulch Allowance (to be established w/ temporary irrigation)	SY	410	\$0.48	\$196.80	\$23.45	\$9,614.50	\$2.25	\$922.50	\$4.04	\$1,656.40	\$7.11	\$2,915.10
18	Site Electrical (includes but not limited to all site electrical, lighting, etc.)	EA	2	\$9,669.00	\$19,338.00	\$6,184.29	\$12,368.58	\$8,000.00	\$16,000.00	\$1,890.00	\$3,780.00	\$6,807.73	\$13,615.46
19	Silt Fence	LF	400	\$2.62	\$1,048.00	\$2.76	\$1,104.00	\$1.35	\$540.00	\$3.06	\$1,224.00	\$2.81	\$1,124.00
20	SWPPP Compliance	LS	1	\$416.50	\$416.50	\$2,747.25	\$2,747.25	\$1,500.00	\$1,500.00	\$490.00	\$490.00	\$623.27	\$623.27
21	General Conditions (includes mobilization, de-mobilization, general requirements of contract)	LS	1	\$32,130.00	\$32,130.00	\$13,086.55	\$13,086.55	\$38,000.00	\$38,000.00	\$93,390.00	\$93,390.00	\$2,573.31	\$2,573.31
BASE BID: REATTA MEADOWS PARK TOTAL				\$299,806.75		\$340,261.10		\$308,082.50		\$360,086.35		\$297,059.33	



City of College Station - Purchasing Division
 Bid Tabulation for #18-035
 "Crescent Pointe and Reatta Meadows Park Development"
 Open Date: Thursday, December 21, 2017 @ 2:00 p.m.

				CRT Construction, LLC		TF Harper & Associates LP		Acklam Construction Company, Ltd.		ROAN Commercial Group, LLC		Dudley Construction, Ltd.	
BID ALTERNATE: Reatta Meadows Park													
1	4" Concrete Paving (includes subgrade and base prep, rebar, expansion and control joints, scoring, and misc. appurtenances)	SF	3,435	\$8.03	\$27,583.05	\$13.75	\$47,231.25	\$6.00	\$20,610.00	\$6.66	\$22,877.10	\$6.02	\$20,678.70
2	Exercise Station 8" Conc. Ribbon Curb (includes subgrade and base prep, rebar and misc. appurtenances)	LF	100	\$14.88	\$1,488.00	\$71.78	\$7,178.00	\$20.00	\$2,000.00	\$8.84	\$884.00	\$67.25	\$6,725.00
3	Exercise Station Decomposed Granite Surfacing	SF	961	\$7.93	\$7,620.73	\$2.02	\$1,941.22	\$8.00	\$7,688.00	\$5.98	\$5,746.78	\$3.01	\$2,892.61
4	Exercise Station - Group Fit 1 (includes equipment, footer, and misc. appurtenances)	EA	1	\$25,684.00	\$25,684.00	\$25,863.00	\$25,863.00	\$23,025.00	\$23,025.00	\$19,954.00	\$19,954.00	\$22,996.21	\$22,996.21
5	Pavillion Structure (includes structure, footer, roof and misc. items)	EA.	1	\$8,330.00	\$8,330.00	\$23,155.71	\$23,155.71	\$18,000.00	\$18,000.00	\$16,004.00	\$16,004.00	\$17,294.19	\$17,294.19
6	Surface Mount Bench (includes bench, concrete pad, and misc. appurtenances)	EA	1	\$1,209.00	\$1,209.00	\$22,259.94	\$22,259.94	\$1,075.00	\$1,075.00	\$1,396.00	\$1,396.00	\$2,820.64	\$2,820.64
7	8' Surface Mount Picnic Table (includes table, footer, and misc. appurtenances)	EA	1	\$1,138.00	\$1,138.00	\$1,637.25	\$1,637.25	\$1,030.00	\$1,030.00	\$3,207.00	\$3,207.00	\$2,315.91	\$2,315.91
8	Surface Mount Trash Receptacle (includes receptacle, and misc. appurtenances)	EA	1	\$751.00	\$751.00	\$1,123.32	\$1,123.32	\$700.00	\$700.00	\$968.00	\$968.00	\$1,127.42	\$1,127.42
9	Bemuda Sod/Hydromulch Allowance (to be established w/ temporary irrigation)	SY	340	\$0.48	\$163.20	\$23.45	\$7,973.00	\$2.25	\$765.00	\$4.04	\$1,373.60	\$9.60	\$3,264.00
10	Site Electrical (includes but not limited to all site electrical, lighting, etc.)	EA	3	\$2,330.00	\$6,990.00	\$6,184.29	\$18,552.87	\$4,000.00	\$12,000.00	\$1,890.00	\$5,670.00	\$4,749.74	\$14,249.22
11	Silt Fence	LF	500	\$2.62	\$1,310.00	\$2.76	\$1,380.00	\$1.35	\$675.00	\$3.06	\$1,530.00	\$2.81	\$1,405.00
BID ALTERNATE: REATTA MEADOWS PARK TOTAL				\$82,266.98		\$158,295.56		\$87,568.00		\$79,610.48		\$95,768.90	



City of College Station - Purchasing Division
 Bid Tabulation for #18-035
 "Crescent Pointe and Reatta Meadows Park Development"
 Open Date: Thursday, December 21, 2017 @ 2:00 p.m.

	CRT Construction, LLC	TF Harper & Associates LP	Acklam Construction Company, Ltd.	ROAN Commercial Group, LLC	Dudley Construction, Ltd.
BID SUMMARY					
Crescent Pointe Base Bid	\$85,906.21	\$136,132.95	\$93,648.00	\$89,819.98	\$102,291.28
Reatta Meadows Base Bid	\$299,806.75	\$340,261.10	\$308,082.50	\$360,086.35	\$297,059.33
Total Base Bid Proposal	\$385,712.96	\$476,394.05	\$401,730.50	\$449,906.33	\$399,350.61
Reatta Meadows Bid Alternate	\$82,266.98	\$158,295.56	\$87,568.00	\$79,610.48	\$95,768.90
Total Bid Proposal (Base + Alternate)	\$467,979.94	\$634,689.61	\$489,298.50	\$529,516.81	\$495,119.51
Bid Certification	Y	Y	Y	Y	Y
Bid Bond	Y	Y	Y	Y	Y
Addenda Acknowledged	Y	1 of 2	Y	Y	Y
Notes/ Exceptions		Bid Sheet released with addendum 2 not used. Therefore no price was submitted for line 2 of Reatta Meadows Park Base Bid.			

General Note: All final prices were calculated using the unit price provided. Corrected totals are highlighted in blue.



Legislation Details (With Text)

File #:	18-0118	Version:	1	Name:	Annual Electric System Construction & Maintenance Labor Contract
Type:	Renewal	Status:		Status:	Consent Agenda
File created:	1/30/2018	In control:		In control:	City Council Regular
On agenda:	2/22/2018	Final action:			
Title:	Presentation, possible action, and discussion regarding the reissue of contract 16300197 between the City of College Station and H&B Construction, LTD. with a not to exceed amount of \$1,500,000 for Annual Electric System Construction & Maintenance Labor.				
Sponsors:	Timothy Crabb				
Indexes:					
Code sections:					
Attachments:	Contract 16300197 H&B Construction - Signed				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the reissue of contract 16300197 between the City of College Station and H&B Construction, LTD. with a not to exceed amount of \$1,500,000 for Annual Electric System Construction & Maintenance Labor.

Relationship to Strategic Goals: (Select all that apply)

- Core Services and Infrastructure

Recommendation(s):

Staff recommends the second and final reissue of this contract with H&B Construction, LTD. for the not to exceed amount of \$1,500,000.00.

Summary:

On January 29, 2016, one (1) sealed bid was received in response to Invitation to Bid No. 16-034 for the Annual Electric System Construction & Maintenance Labor Contract. The Annual Electric System Construction & Maintenance Labor Contract is for supplemental labor and equipment to construct the required electric distribution line extensions and conversions and to provide for the necessary maintenance of the City's electric distribution system for a twelve (12) month period. Estimated unit quantities for this bid were based on 2015 work performed by the former contractor and were used to determine the annual estimate for labor cost.

This is the second of two possible one year reissue terms. The total not to exceed amount of the contract is \$1,500,000.00.

Budget & Financial Summary:

Funds for this item are budgeted for in the Electric Capital Improvement Projects (CIP) Fund budget.

Attachments:
Letter of Reissue

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew RFP 16-034, Contract 16300197 for Annual Electric Construction and Maintenance as needed, in accordance with all terms and conditions previously agreed to and accepted for a total amount not to exceed One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00).

I understand this renewal term will be for the period beginning April 1, 2018 through March 31, 2019. This is the second of two possible renewals.

H&B Construction, Ltd.

By: 
Printed Name: Dillia L. Hendrix, A
Title: Managing Partner
Date: 1-11-18

City of College Station

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____



Legislation Details (With Text)

File #:	18-0119	Version:	1	Name:	Ratification of Water Sales Contract BWR-Wildhorse
Type:	Contract	Status:		Status:	Consent Agenda
File created:	1/31/2018	In control:		In control:	City Council Regular
On agenda:	2/22/2018	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding the ratification of a contract for Burleson Water Resources LLC to purchase pond water from the City's water wellfield property called Hanson South.				
Sponsors:	David Coleman				
Indexes:					
Code sections:					
Attachments:	Wildhorse BWR Water Contract Final.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the ratification of a contract for Burleson Water Resources LLC to purchase pond water from the City's water wellfield property called Hanson South.

Relationship to Strategic Goals: Core services and infrastructure

Recommendation: Staff recommends that City Council ratify this contract.

Summary: This contract will allow Burleson Water Resources (BWR) to pump water from the existing ponds on the Hanson South property for hydraulic fracturing of oil wells in the area. BWR will bear all costs for the required equipment and pipelines, and will pay the City \$0.10 cents/barrel, which is the industry standard rate for water of this type. The City will have a contractual guarantee for at least \$150,000 of revenue for the Water Fund during the first twelve (12) months of the contract. The contract will be valid for 2 years, with optional renewals. BWR must use an above-ground pipeline to move the water. Trucking the water is prohibited. Prudent safety and environmental protection provisions are included in the contract.

Please note that BWR is providing water to Wildhorse Resources, LLC, who bought out the Anadarko leases in this area. With the exception of the price per barrel, this proposed contract is similar to the contract the City executed with Anadarko in 2014, under which Anadarko paid the City for Hanson South pond water, and the process went smoothly.

Budget & Financial Summary: No cost to the City.

Reviewed and Approved by Legal: Yes

Attachments:

Contract is available in the City Secretary's Office.

Water Supply Agreement
between
City of College Station, Texas
and
Burleson Water Resources, LLC

This Water Supply Agreement (“**Agreement**”) is entered into by and between the **City of College Station, Texas**, a Texas home-rule municipal corporation (“**City**”), and **Burleson Water Resources, LLC**, a Texas limited liability company (“**BWR**”) (“**BWR**” or “**Contractor**”). The City and BWR may be referred to individually as a “**Party**”, and collectively as the “**Parties**.” For and in consideration of the promises, covenants and agreements set forth herein, the sufficiency of which are hereby acknowledged, the City and BWR hereby agree as follows:

1. Term of this Agreement and Extension.

a. **Initial Term.** The Initial Term is a period of two (2) years, beginning on the Effective Date and ending on the day before the second anniversary of the Effective Date (the “**Initial Termination Date**”).

b. **Extension of Initial Term.** This Agreement shall automatically renew for subsequent one (1) year terms thereafter unless terminated upon thirty (30) days prior written notice, at any time, by either party, with or without cause.

2. Agreement for Water Supply.

- a. The City agrees to grant non-exclusive access and use, during the Initial Term and any extensions or renewals, of the Hanson South reservoirs (“**Reservoirs**”) and any extensions or (“**Premises**”) and more particularly described on Exhibit “C”.

Being a called 321.18 acres, more or less, part of the F. Ruiz Survey, A-48, Brazos County, Texas, and being more particularly described in a Special Warranty Deed dated February 3, 2009, from Hanson Aggregates LLC to The City of College Station, Texas, recorded in Volume 8952, Page 152, Official Public Records, Brazos County, Texas.

- b. City hereby grants to BWR by this agreement (“**Agreement**”) the non-exclusive right to construct, operate, maintain, install, remove, repair and replace upon the surface of the Premises, whether one or more times, above ground water line(s), pump(s), generator(s), and all appurtenances to transfer and transport water from the Reservoirs across the Premises. BWR, at its own cost, will provide a water meter and an electronic meter, both being of satisfactory type and design, to the City. The above ground water line(s) will be limited to a distance of a twenty (20) mile radius of the Reservoirs. The Conveyance System shall be the sole method of water removal and transport from the Premises. Water shall not be hauled off of the Premises by truck or by other mechanized methods.

- c. All BWR personnel (including subcontractors, vendors, etc.) will restrict activities on City property solely to those required for pumping water. No recreation or hunting is allowed, and no weapons of any kind are allowed on the property.

3. Regulatory Approvals, Permits and Authorizations.

a. BWR shall be responsible for securing from Brazos County, the State of Texas, and any other regulatory or administrative authority, any and all authorizations, licenses, and permits required for the transport, receipt, and use of the Water, at BWR's sole cost and expense. The City shall not be obligated to incur any costs or expenses in connection therewith. City hereby agrees to execute any and all documents that may from time to time be helpful or necessary in order for BWR to obtain such governmental or regulatory approvals or to otherwise carry out the purpose of this Agreement.

b. In the event of any substantive revisions to any governmental or regulatory requirements during the term of this Agreement which prohibit compliance with the provisions of this Agreement, either Party shall have the right to terminate this Agreement by providing written notice of termination to the other Party.

4. On-Demand Purchase of Water

a. BWR's Non-Exclusive Right to Purchase. Subject to the terms and conditions of this Agreement, BWR has the non-exclusive right, but not the obligation, to purchase all or a portion of the Water made available under this Agreement, after receipt of all governmental and regulatory approvals and completion of construction of the Conveyance System. At any time thereafter, BWR may provide written notice to the City of BWR's election to purchase a quantity of Water (such notice being a "**Purchase Notice**"). The City will sell water from the ponds to BWR during this contract term, but makes no commitment regarding the volume of water that will be available.

b. Purchase Notice. BWR will notify the City of its election to purchase Water, ten (10) days prior to the desired delivery date; however there is no "take" obligation or minimum commitment to purchase any Water under this Agreement. The Purchase Notice shall specify: the estimated quantity of Water sought (the "**Purchased Water**"); the estimated date that delivery is to begin; and the estimated number of days BWR intends to take delivery under this Purchase Notice.

c. Payment for Purchased Water.

- (i) The Water Purchase Rate shall be ten cents (\$0.10) per barrel (42 gallon barrel) of Purchased Water, which is equal to \$2.38 per one-thousand (1,000) gallons (the "Water Purchase Rate") of water from the Reservoir, including usage of the Premises.
- (ii) BWR agrees to a minimum billing or usage quantity of at least 1.5 million barrels in the first year of this contract. The City's 12th monthly invoice will be calculated to ensure the cumulative billing is at least 1.5 million

barrels if actual usage in the first twelve (12) months is cumulatively less than 1.5 million barrels. All subsequent contract years will not have a minimum usage or billing quantity.

(ii) If the Agreement is extended in accordance with Section 1.b., the Water Purchase Rate may be adjusted by a mutually agreed upon and executed written amendment at any time following the initial term of this Agreement.

d. Billing and Payment.

(i) This is an On-Demand Agreement. The City will read the meter (or meters) and invoice BWR monthly for the Purchased Water delivered during the previous month and each invoice shall be due and payable within sixty (60) days of the date of the invoice. In the event BWR fails to timely pay an invoice in full, then BWR shall pay a late payment charge of ten percent (10%) of the amount of the invoice. For each calendar month or fraction thereof that the statement remains unpaid, BWR shall pay interest at the rate of two percent (2%) of the amount of the statement; provided, however, that such rate shall never be usurious or exceed the maximum rate permitted by law. If any amount due and owing by BWR to the City is placed with an attorney for collection, BWR shall pay to the City, in addition to all other payments provided for by this Agreement, including interest, the City's collection expenses, including court costs and attorney's fees.

(ii) If BWR remains delinquent in any payments due hereunder for a period of thirty (30) days, the City may give BWR written notice of its intent to suspend the sale of Water to BWR. If BWR fails to provide payment within fifteen (15) days from the date of such written notice, then the City may suspend the sale of Water to BWR and shall not resume the sale of Water while BWR remains delinquent. In connection therewith, the City may pull or lock all meters, revoke all access to the Premises, or take such other actions as may be necessary, to ensure that the supply of Water ceases during the delinquency. Such suspension shall not affect or relieve BWR from its obligation to provide payment under this Agreement for any other fees, charges and payments for which BWR is responsible. The Parties agree that during any suspension period, the City may also pursue any rights or remedies available to it at law or in equity or specified in this Agreement, including termination.

(iii) If BWR at any time disputes the amount to be paid by it to the City, BWR shall nevertheless promptly make the disputed payment or payments, but BWR shall have the right to seek a judicial determination whether the rates charged by the City are in accordance with the terms of this Agreement. If it is subsequently determined by agreement or court decision that the disputed amounts should have been less or more, the City shall promptly revise the amount in a manner such that BWR or the City shall recover the amount due.

(iv) If a court, the TCEQ, or any federal or state regulatory authority finds that the rates or policies for delivering Water to BWR under this Agreement are unreasonable or otherwise unenforceable, then the Parties agree to negotiate in good faith, but shall be

under no obligation to reach an agreement concerning, alternative rates or an alternative rate methodology. By signing this Agreement, BWR stipulates and agrees that the City will be prejudiced if BWR avoids the obligation to pay the rates for Water specified in this Agreement while accepting the benefits of obtaining Water from the City. Nothing in this Agreement shall be construed as constituting an undertaking by the City to furnish water to BWR except pursuant to the terms of this Agreement.

(v) Except as otherwise provided herein, all monies paid hereunder by BWR to the City shall be non-refundable.

5. Water Quality.

a. Water Quality. The Purchased Water delivered under this Agreement shall be delivered "As Is" and "With All Faults" as it exists in the Reservoir. Without waiving any immunities and defenses available to either Party, all of which defenses and immunities are specifically reserved, **BWR AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM ALL CLAIMS, DEMANDS AND CAUSES OF ACTION, INCLUDING WITHOUT LIMITATION, ANY CLAIMS FOR NEGLIGENCE, WITH RESPECT TO ANY INJURY (INCLUDING DEATH) TO ANY PERSON, AND ANY DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE RECEIPT AND USE OF THE WATER MADE AVAILABLE BY THE CITY UNDER THIS AGREEMENT.** BWR shall have the right to sample the water prior to providing a Purchase Notice, and BWR shall not be obligated to take water that is unacceptable in BWR's opinion, reasonably exercised, due to water quality. The City has no obligation to cure water quality issues.

b. Nuisance and Other Conditions. BWR shall ensure that there shall be no nuisance conditions resulting from the distribution, the use, and/or storage of water furnished by the City. BWR further agrees that water shall not be utilized in a way that degrades groundwater quality to a degree adversely affecting its actual or potential uses.

c. Ownership of Water. Title for liability purposes to all Purchased Water supplied hereunder by the City shall pass to BWR at the Point of Withdrawal from the Reservoir ("Withdrawal Point"). BWR agrees to save and hold the City harmless from all claims, demands, and causes of action which may be asserted by anyone on account of the conveyance, transportation and delivery of said Purchased Water.

6. Delivery System.

a. Design. BWR will be responsible for the design and construction of the Conveyance System for taking delivery of the Purchased Water, including the connection necessary to receive and measure the Purchased Water at the Withdrawal Point specified by the City at the Reservoir and the piping and associated equipment necessary for conveyance of the Purchased Water to BWR's storage point (the "**Conveyance System**"). The plans and specifications for each stage of the Conveyance System shall be subject to the City's prior review and approval. BWR will not use trucks to transport water. The design will comply with standards

of the City and regulatory requirements applicable to handling of water. BWR will submit a copy of the preliminary design of each stage of the Conveyance System to the City for its review and approval. The City will have two (2) weeks to approve or reject the preliminary design of each stage of the Conveyance System. If the City rejects the preliminary design of a certain stage of the Conveyance System, the City will return the design to BWR with a detailed description of the City's reasons for rejecting it. BWR will address the issues raised by the City within thirty (30) days of receiving the rejection notice by resubmitting the revised preliminary design of the applicable stage of the Conveyance System to the City for approval. A similar review and approval process shall be undertaken by the Parties in connection with the final plans and specifications for each stage of the Conveyance System. Required elements of the design include, but are not limited to:

1. Emergency shut-off
2. Emergency response phone number prominently posted
3. Pump will be staffed when in operation
4. BWR will meet all Brazos County regulations
5. BWR will pay all in & out costs for Electric Service, if applicable
6. BWR will not use any chemicals on site, including chlorine dioxide and associated chemicals.
7. Fuel tanks will have secondary containment.

b. Right-of-Way and Access. BWR shall be solely responsible for securing any and all necessary rights-of-way for construction and operation of the Conveyance System. The City grants BWR a temporary access license to the property controlled by the City (excluding public right-of-way) for construction and operation of the Conveyance System thereon; provided, however, that the City shall not authorize the Conveyance System to be located on any property that would interrupt or adversely impact City operations or facilities (whether existing or future), or that would inconvenience or adversely affect the public, as determined in the City's sole and absolute discretion. If future alteration of the property requires relocation of the Conveyance System or BWR-owned equipment, such relocation shall be done at BWR's sole expense. Upon termination of this Agreement, BWR's rights to own or operate any portion of the Conveyance System in or on City-controlled property shall terminate for all purposes. BWR shall have a period of thirty (30) days after termination to remove any portion of Conveyance System that it owns from City-controlled property, and in connection therewith, shall return the property substantially to its prior condition. In the event BWR fails to do so, then the Conveyance System in such City-controlled property shall be deemed abandoned for all purposes, and BWR shall have no further rights or interests thereto.

c. Construction. BWR will construct the Conveyance System in accordance with plans and specifications approved, and building permits issued, by the City, at BWR's sole expense and in accordance with whatever schedule it deems appropriate. The Conveyance and Transportation System shall at all times comply with all applicable TCEQ regulations, permit requirements, and any other laws.

d. Ownership of the Conveyance System. Except as otherwise provided herein, BWR will have sole responsibility for the Conveyance System and will hold title to all portions of it. BWR will operate the Conveyance System exclusively and will bear sole responsibility for all

operating and maintenance expenses associated with the Conveyance System, including an electric meter and electricity or fuel for the pumps.

7. Breach and Termination.

a. Termination for Material Breach. Notwithstanding anything in this Agreement to the contrary, any material breach, as defined in Section 7.b., by either Party to perform any of the terms, conditions and provisions of this Agreement, shall be cause for termination of this Agreement by the non-breaching Party. Upon such breach, the non-breaching Party may notify the breaching Party of the breach and non-breaching Party's intention to terminate this Agreement if the breaching Party fails to cure such breach within thirty (30) days from the date of the notice, or if said breach is not capable of being cured within said thirty (30) day period, the defaulting party fails to cure such breach within said period of time and thereafter diligently prosecute to completion the curing of such breach. The notice must include a reasonable description of the breach. If by the thirtieth (30th) day the breaching Party fails or refuses to cure or commence to cure if applicable, such breach pursuant to the terms and conditions of this Agreement, then the non-breaching Party shall have the right to terminate this Agreement with ten (10) days additional notice to the breaching Party. Notwithstanding the foregoing, the defaulting Party shall have a period of fifteen (15) days to cure, after receipt of the default notice, any matters specified in the default notice which may be cured solely by the payment of money. If the defaulting Party fails to provide payment in full, then the non-defaulting Party shall have the right to terminate this Agreement by providing written notice of termination to the defaulting Party.

b. Material Breach. The following breach, default or failure to perform a duty or obligation under this Agreement is a material breach:

- i. Failure to timely pay in full any bill, charge, or fee as required by this Agreement
- ii. Failure by BWR to correct any potentially hazardous or nuisance conditions associated with the Conveyance System
- iii. Failure by BWR to only withdraw water from the Reservoir using the metered and approved Conveyance System
- iv. Failure by either Party to comply with any material terms, conditions or representations of this Agreement

c. Effect of Termination. Upon termination of this Agreement under this Section 7, all rights, duties and obligations of BWR and the City under this Agreement shall cease and terminate; provided, however, the following obligations shall survive termination of this Agreement:

- i. BWR's obligation to provide payment for any Purchased Water delivered by the City prior to termination

- ii. BWR's obligations under Sections 5, 6, 7, 9, 10, 11, 12, and 13 of this Agreement

d. No Waiver by the City. Any failure by the City to terminate this Agreement, or the acceptance by the City of any benefits under this Agreement, for any period of time after a material breach, default or failure by BWR shall not be determined to be a waiver by the City of any rights to terminate this Agreement for any subsequent material breach, default or failure.

e. No Waiver by BWR. Any failure by BWR to terminate this Agreement, or the acceptance by BWR of any benefits under this Agreement, for any period of time after a material breach, default or failure by the City shall not be determined to be a waiver by BWR of any rights to terminate this Agreement for any subsequent material breach, default or failure.

8. Representations.

- a. Representations of BWR. BWR represents and agrees that:

- i. It is a Limited Liability Company ("LLC") and is qualified in all respects to conduct business within the State of Texas;
- ii. If applicable, it has received all necessary regulatory approval and permitting for the withdrawal, transportation and pipelining of water, and will share all such permit and regulatory approval documentation in advance with the City;
- iii. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of BWR and the person executing this Agreement on behalf of BWR has been fully authorized and empowered to bind BWR to the terms and provisions of this Agreement; and
- iv. Execution of this Agreement and the consummation of the transactions contemplated hereunder will not constitute an event of default under any contract, covenant or agreement binding upon it.

The City is executing this Agreement in reliance on each of the representations set forth above and each such representation and warranty shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement.

- b. Representations of the City. The City represents to BWR that:

- i. The City is a home-rule municipality of the State of Texas, and has the requisite power and authority to take all necessary action to execute and deliver this Agreement and to perform all obligations hereunder;

- ii. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of the City and the person executing this Agreement on behalf of the City has been fully authorized and empowered to bind the City to the terms and provisions of this Agreement;
- iii. Execution of this Agreement and the consummation of the transactions contemplated hereunder will not constitute an event of default under any contract, covenant or agreement binding upon it; and
- iv. The City is the sole owner in fee simple of the Premises hereinabove described.

BWR is executing this Agreement in reliance on each of the representations set forth above and each such representation and warranty of the City shall survive the execution and delivery of this Agreement and the consummation of each of the transactions contemplated by this Agreement.

9. Dispute Resolution. In the event any controversy arising under this Agreement is not resolved by informal negotiations between the Parties within thirty (30) days after any Party requests negotiations, upon the request of either Party, the controversy may be, but shall not be required to be, referred to the voluntary settlement procedure known as mediation, which process shall be governed by the TEXAS CIVIL PRACTICE & REMEDIES CODE, Section 154.002, et seq. If the Parties agree to mediation, the Parties will attempt to select a mutually acceptable mediator, who shall be an accountant, lawyer, or engineer with the requisite training and accreditation as a mediator, to mediate the dispute between the Parties. Failing identification of a mutually acceptable mediator by the Parties, the Parties shall request the Presiding Judge of the State District Courts of Brazos County, Texas, to appoint a mediator or, in the absence of a Presiding Judge, the Judge of the lowest-numbered State District Court in Brazos County, Texas. The mediation process will continue until the controversy is resolved, the mediator makes a finding that there is no possibility of settlement through mediation, or any Party chooses not to continue further. All costs and expenses of the mediation (including the mediator's fees), will be shared equally by the Parties; provided, however, that costs incurred by each Party shall be costs solely of such Party. In the event the Parties do not agree to mediation, elect to discontinue mediation at any time, or the mediation does not result in resolution of the dispute, then either Party may pursue any right or remedy available at law or in equity; provided, however, that the Parties hereby agree that BWR's remedies for any breach of this Agreement by the City shall be limited to injunctive relief. This Section shall not be deemed a waiver of the City's governmental immunity, which shall remain in full force and effect for all purposes.

10. Insurance. BWR 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 BWR, its agents, representatives, volunteers, invitees, employees, or subcontractors. The policies, limits and endorsements required are as set forth on **Exhibit "A"**, and Certificates of insurance evidencing the required insurance policies are to be attached in **Exhibit "B"**.

11. INDEMNIFICATION. BWR 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 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 DONE BY BWR 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, BWR, OR ANY THIRD PARTY.

12. RELEASE. BWR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH BWR'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.

13. GOVERNING LAW; VENUE; WAIVER OF CONSEQUENTIAL DAMAGES. THIS AGREEMENT, AND THE OBLIGATIONS OF THE PARTIES HEREUNDER, SHALL BE GOVERNED BY AND BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. SUBJECT TO THE MEDIATION PROVISIONS IN SECTION 9, VENUE FOR ALL DISPUTES INVOLVING THIS AGREEMENT SHALL BE IN THE APPROPRIATE DISTRICT COURT IN BRAZOS COUNTY, TEXAS. NEITHER PARTY, ITS' AFFILIATES OR REPRESENTATIVES SHALL BE LIABLE FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OR BREACH OF ANY OBLIGATIONS HEREUNDER OR OTHERWISE, EVEN IF THE APPLICABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Severability. Every provision of this Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement. If any term or provision of this Agreement

is found to be void or unenforceable by a court of competent jurisdiction, it is the intention and agreement of these Parties that the Agreement shall remain in force and effect as to all other terms and purposes and that the court or arbitrator shall reform or modify the void or unenforceable portions of this Agreement to as closely as possible carry out the original intent of the Parties.

15. Section Headings and Recitals. Section and other headings contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent, or intent of this Agreement or any provision hereof.

16. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement, and the signatures of any Party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

17. Entire Agreement and Integration. This Agreement constitutes the entire agreement between the Parties relative to the subject matter herein.

18. Parties in Interest. Each and all of the covenants, terms, provisions and agreements contained in this Agreement shall be binding upon and inure to the benefit of the undersigned Parties and the legal representatives, successors and permitted assigns of such Parties. Whenever a reference to any Party is made in this Agreement such reference shall be deemed to include a reference to the legal representatives, successors and permitted assigns of such Party.

19. Time. Time is of the essence in the performance of the Parties' obligations under this Agreement.

20. Force Majeure. The term "Force Majeure" as used in this Agreement, shall mean those situations or conditions which are beyond the reasonable control of BWR or the City and which, after the exercise of due diligence to remedy such situation or condition, render BWR or the City unable, wholly or in part, to carry out the covenants contained herein. Such Force Majeure events include, but are not limited to, acts of God, strikes, lockouts, acts of the public enemy, orders of any kind of government of the United States or of the State of Texas or other civil or military authority, war, terrorism, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, floods, washouts, storms, droughts, civil disturbances, explosions, and restraints of government and people, governmental, regulatory, judicial, or administrative restraint or order, breakage or damage to machinery, groundwater well(s), equipment, pipelines, plants, sudden shortage, sudden insufficiency, failure, interruptions, or curtailment of water or energy supply, and any other incapacities of either Party, whether similar to those enumerated or otherwise, and not within the reasonable control of the Party claiming such inability, and which by the exercise of due diligence and care such Party could not have avoided.

21. No Partnership Created. Nothing in this Agreement shall be deemed in any way or for any purpose to constitute the Parties hereto as partners, joint venturers, employers or employees, principals or agents, or as having any other relationship except that of independent Parties to this Agreement. Neither Party is authorized to make any contract, agreement, warranty, or representation or to create any obligation, express or implied, on behalf of the other except where explicitly indicated in this Agreement.

22. Third Party Beneficiary. No person other than the Parties may rely on or be a beneficiary of this Agreement.

23. Assignment. This Agreement and the rights of a Party hereunder may be assigned in whole or in part to any third party only with the prior written consent of the other Party. Any assignments by BWR shall be effective only after notice to the City of the assignment and, except for a collateral assignment to a lender, provided that the assignee executes an instrument assuming the rights, duties and obligations of BWR under this Agreement. The City shall not unreasonably withhold consent to the assignment of this Agreement or BWR's rights hereunder to a third party lender financing the construction of all or any part of the Conveyance System. Any lender who comes into possession of any portion of the Conveyance System Area by foreclosure, deed in lieu of foreclosure or otherwise will take such property subject to the terms of this Agreement.

24. Good Faith Efforts to Agree. The Parties shall use good faith efforts to reach agreement on decisions to be made under this Agreement. All reasonable efforts will be made to facilitate the review and response on requested decisions.

25. Compliance with Laws. Each Party agrees to comply with all applicable federal, state and local laws and any applicable ordinances, rules, orders and regulations of any of the authorities having jurisdiction over the activities contemplated by this Agreement.

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

27. Notice. Any official notice under this Contact will be sent to the following addresses:

City of College Station

Attn: City Manager
PO BOX 9960
1101 Texas Ave.
College Station, TX 77842

Burleson Water Resources, LLC

9805 Katy Freeway, Suite 400
Houston, Texas 77024

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

[Remainder of Page Intentionally Left Blank, Signature Page Follows]

IN WITNESS WHEREOF, the undersigned through their representatives have executed this Agreement on the dates set forth below.

BURLESON WATER RESOURCES, LLC

By: *Eagleford Resources II, LLC, its sole member*
By: *Wildhorse Resource Development Corporation, its sole member*

By: *[Signature]*

Printed Name: Joe W. Judd

Title: Vice President, Eagle Ford Land

Date: 2-16-18

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager / CFO

Date: _____

LIST OF EXHIBITS:

- A. Insurance Requirements
- B. BWR's Certificate of Insurance
- C. Site Map
- D. BWR's Designation of Attorney in Fact (if agreement is signed in that capacity)

EXHIBIT A.
Insurance Requirements

During the term of this Agreement, BWR shall provide:

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

- II. For each of these policies, BWR's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees and volunteers and any self-insurance or insurance policies maintained or acquired by the City, its officials, agents, employees or volunteers, shall be considered in excess of BWR's insurance and shall not contribute to it, for claims arising out of or in connection with BWR's work to be performed hereunder. . No term or provision of the indemnification provided by BWR to the City pursuant to this Agreement shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative on the most current State of Texas Department of Insurance-approved forms at the time of execution of this Agreement, attached hereto as **Exhibit B**, and approved by the City before any letter of authorization to commence planning will issue or any work on the Project commences.

- III. BWR's subcontractors shall carry insurance sufficient to cover such subcontractor's respective obligations to BWR.

- IV. General Requirements Applicable to All Policies
 - A. Only insurance carriers licensed and authorized to do business in the State of Texas will be accepted.
 - B. "Claims made" policies will not be accepted, except for Professional Liability insurance.
 - C. Coverage shall not be suspended, voided, canceled, or reduced in limits of liability except after thirty (30) calendar days prior written notice has been given to the City of College Station.
 - D. The Certificates of Insurance shall be prepared and executed on the most current State of Texas Department of Insurance-approved forms, by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
 1. that the insurance company is licensed and authorized to do business in the State of Texas
 2. all endorsements and coverages according to the requirements of this Agreement

3. the form of notice of cancellation, termination, or change in coverage provisions
4. The City of College Station, its officials, agents, employees, and volunteers are listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies for claims arising out of or in connection with BWR's work to be performed hereunder. The coverage shall contain no special limitations on the scope of protection afforded the City, its officials, agents, employees, and volunteers.

V. Commercial (General) Liability requirements:

- A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- B. Limit of \$2,000,000 per occurrence for bodily injury and property damage with a \$4,000,000 annual aggregate.
- C. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for the City's review and acceptance.
- E. The coverage shall not exclude the following: premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided by BWR herein), and Explosion, Collapse and Underground coverage.
- F. The City shall be listed as an additional insured and the policy shall be endorsed to waive rights of subrogation and to be primary and non-contributory for claims arising out of or in connection with BWR's work to be performed hereunder.

VI. Business Automobile Liability requirements:

- A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- B. Combined Single Limit of Liability of \$1,000,000 per occurrence for bodily injury liability and property damage liability.
- C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- D. The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos, and hired autos.
- E. Pollution Liability Coverage

VII. Workers' Compensation Insurance requirements:

- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of BWR (for purposes of this section VII, also known as "Contractor"), all employees of any and all subcontractors of BWR, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractor and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.
- B. The workers' compensation insurance shall include the following terms:
1. Employer's Liability limits of \$1,000,000 for each accident is required.
 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy for claims arising out of or in connection with BWR's work to be performed hereunder.
 3. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.
- C. Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

"A. Definitions:

Certificate of coverage ("certificate") – An original certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.*
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.*
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.*
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:*
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and*
 - (2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.*
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.*
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.*
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.*
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:*

- (1) *provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;*
 - (2) *provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;*
 - (3) *provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
 - (4) *obtain from each other person with whom it contracts, and provide to the Contractor:*
 - (a) *A certificate of coverage, prior to the other person beginning work on the project; and*
 - (b) *A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
 - (5) *retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*
 - (6) *notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and*
 - (7) *Contractually require each person with whom it contracts to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.*
- J. *By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project; that the coverage will be based on proper reporting of classification codes and payroll amounts; and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.*
- K. *The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."*

EXHIBIT B.
BWR's Certificate of Insurance

EXHIBIT C.
Site Map

Exhibit "C"

City of College Station Reservoir



Google Earth

© 2018 Google

1000 ft

EXHIBIT D.
BWR's Designation of Attorney in Fact
(if agreement is signed in that capacity)

Legislation Details (With Text)

File #:	18-0126	Version:	1	Name:	Interlocal Coop Purchasing Agreements
Type:	Presentation	Status:		Status:	Consent Agenda
File created:	2/2/2018	In control:		In control:	City Council Regular
On agenda:	2/22/2018	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding approval of the City's participation in interlocal cooperative purchasing programs with Choice Partners National Purchasing Cooperative and GoodBuy Purchasing Cooperative and authorization for the City Manager to execute Interlocal Agreements with each cooperative's lead agency.				
Sponsors:	Mary Ellen Leonard				
Indexes:					
Code sections:					
Attachments:	GoodBuy ILA Choice Partners ILA				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of the City's participation in interlocal cooperative purchasing programs with Choice Partners National Purchasing Cooperative and GoodBuy Purchasing Cooperative and authorization for the City Manager to execute Interlocal Agreements with each cooperative's lead agency.

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

Recommendation(s): Staff recommends approval of the City's participation in the interlocal cooperative purchasing programs and authorization for the City Manager to execute Interlocal Agreements with each cooperative's lead agency.

Summary: The Interlocal Agreements will allow the City to utilize contracts that have already been competitively bid and awarded, in accordance with all state and federal competitive bidding requirements, by the cooperative's lead agencies. The lead agency for Choice Partners National Purchasing Cooperative is the Harris County Department of Education and the lead agency for GoodBuy Purchasing Cooperative is the Education Service Center, Region 2 (established by the State Board of Education). Procuring goods and services from their contracts streamlines purchasing, saving time and money. The City will gain the bargaining power of a large group and reduces the need for City staff to do individual solicitations of its own; therefore, reducing advertising costs and other internal overhead costs. The City is not obligated to use any of these contracts and will only do so when in the City's best interests. The use of these contracts complies with the Interlocal Cooperation Act, Chapter 791.025 of the Texas Government Code and Chapter 271, Subchapter F, of the Texas Local Government Code.

Budget & Financial Summary: No expenses will be incurred to approve the Interlocal Agreements. Future savings may be realized through economies of scale, administrative, advertising and other purchasing costs.

Legal Review: Yes

Attachments:

Interlocal Cooperative Purchasing Agreements:

Harris County Department of Education (Choice Partners National Purchasing Cooperative)

Education Service Center, Region 2 (GoodBuy Purchasing Cooperative)



Interlocal Participation Agreement for the GoodBuy Purchasing Cooperative

The GoodBuy Purchasing Cooperative (“GoodBuy”), is a Purchasing Cooperative authorized by Tex. Gov’t Code §§ 791.001 *et seq.* as amended, operated by the Education Service Center, Region 2 (“Region 2 ESC”), a state agency, as authorized by Tex. Educ. Code (“TEC”) §8.002 and TEC §44.031(a)(4). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Program Members. Program Members may purchase goods and services from any and all GoodBuy vendors, under the same terms, conditions, and price as stated in each GoodBuy awarded contract. GoodBuy excludes engineering, architectural, land surveyors, doctors, nurses and construction services. The purchase of goods through GoodBuy includes the purchase of any services reasonably required for the installation, operation, or maintenance of purchased goods, where such services are included in the awarded Vendor contract.

MEMBERSHIP

1. **Program Members.** Program Members must be qualifying local governmental entities of the State of Texas or another State; or qualifying private non-profit entities with tax exempt status under IRS Code Section 501(c)(3), operating private schools or child care facilities.
2. To become a Program Member requires the approval of this Agreement by the governing body of the Member, and by the Region 2 ESC Board of Directors. Each Program member must submit a copy of this Agreement signed by an authorized representative of the Member, along with a signed copy of a Resolution approved by the Program Member’s governing body, to Region 2 ESC, as a condition of membership, as set forth below.
3. **Non-governmental Members.** In addition to the membership requirements set forth in Paragraph 2 above, all non-governmental entities seeking membership in GoodBuy must produce such documents as may be required from time to time by GoodBuy, to demonstrate each such non-governmental entity is eligible to become a Program Member under applicable law.
4. **Membership Term.** This Agreement shall be for one calendar year, which shall run from September 1 through August 31 of each calendar year, and shall become effective upon approval by both the Program Member’s governing body, and the Region 2 ESC Board of Directors. This Agreement shall automatically renew for successive one-year terms, unless sooner terminated as provided in this Agreement. The terms and conditions of this Agreement shall apply to the initial term of Membership and all renewals, unless the terms and conditions are modified in writing, and approved by the governing body of GoodBuy, the Region 2 ESC Board of Directors. There is no fee for Program Membership.
5. **Termination of Membership.** Either the Program Member or Region 2 ESC may elect to non-renew this Agreement by sixty (60) days written notice of non-renewal delivered to the designated representative of the other party, as set forth below. This Agreement may also be terminated by either party upon thirty (30) days prior written notice to the designated representative set forth below, with or without cause. If the Program Member terminates its participation during the term of this Agreement or if GoodBuy terminates participation of the Program Member under any provision of this Article, the Program Member shall bear the full financial responsibility for any purchases by the Program Member occurring after the termination date.



Services Provided by GoodBuy:

GoodBuy will:

- Provide the organization and administrative structure of the program, including all staff necessary for the efficient operation of the program;
- Solicit requests from Program Members for adding categories/commodities and relevant specifications, and quantity demands for goods and services that could be included in the GoodBuy program;
- Prepare specifications for procurement of goods and services to be included in the GoodBuy program;
- Publish solicitations for prices and bids from potential Vendors of goods and services to be included in the GoodBuy program;
- Qualify potential Vendors and their goods or services, based on published bid criteria, and including the conducting of due diligence of potential Vendors;
- Tabulate price quotes, unit prices, and other information provided by potential Vendors of goods and services, to determine awarded Vendors for specific goods and services;
- Making all Vendor background research information and bids, and GoodBuy awarded Vendor contract analysis information available to Program Members;
- Maintain and publish the list of all GoodBuy awarded contracts, including all relevant information about the goods and services available under each awarded Vendor contract; and
- Provide Members with procedures for ordering, delivery, and billing for Member purchases from GoodBuy vendors.

Region 2 ESC is the designated entity that shall supervise the GoodBuy performance of this Agreement.

Any written notice to the GoodBuy Purchasing Cooperative shall be made by first class mail, postage prepaid, and delivered to: GoodBuy Purchasing Cooperative, Education Service Center, Region 2, 209 N. Water St., Corpus Christi, Texas 78401-2528 or by e-mail sent and actually received by GoodBuy to a GoodBuy Relations Representative at goodbuy@esc2.net.

Member Obligations:

- Each Program Member warrants that all Vendor payments, or other disbursements required under this Agreement will be made from current revenues budgeted and available to that Member.
- Program Members commit to purchase goods and services that become part of the official GoodBuy products and services list when it is in the best interest of the member entity.
- Each Program Member agrees to prepare purchase orders or provide other documentation issued to the appropriate vendor from the official awarded Vendor list provided by GoodBuy clearly noting contract number on it, as may be required by Member policy and procedures; provide a copy of each such Purchase Order, or Member approved order confirmation, Vendor Invoice or other proof of purchase for a purchase to the GoodBuy representative no later than 60 business days of the Member purchase from a GoodBuy Vendor;
- Accept shipments of products or delivery of services ordered from vendors in accordance with standard GoodBuy purchasing procedures.



- Pay Vendors in a timely manner for all goods and services received.
- Report promptly in writing to GoodBuy any and all instances in which a Program Member has rejected goods or services delivered to the Member by any awarded GoodBuy Vendor, or has cancelled any previously approved Purchase Order or invoice Order for goods or services to be provided by any awarded GoodBuy Vendor, to the designated GoodBuy representative.
- It is also a condition precedent to the approval of this Agreement for each Program Member by the Board of Directors of Region 2 ESC, that each prospective Program Member shall designate the person or persons who have express authority to represent and bind the Program Members in the administration and operation of this Agreement, with respect to GoodBuy purchasing, and Region 2 ESC will not be obligated to contact any other individual(s) regarding GoodBuy matters. A Program Member may change the designated Member representative listed below at any time by submitting written notice to goodbuy@esc2.net.

Program Member Name: _____

Program Member Designated GoodBuy representative(s):

Name: _____

Contact Information: _____

Title: _____

(Address) _____

Email: _____

City: _____

Telephone: _____

State: _____

Facsimile: _____

The Program Member shall provide proof of goods and services purchased via any GoodBuy contract (purchase orders, monthly activity reports, order confirmations, invoices, etc.) to GoodBuy (all purchases conducted through GoodBuy Awarded Vendor contracts). These reports may be modified from time to time as deemed appropriate by GoodBuy.

GENERAL TERMS AND CONDITIONS

- 1. Governing Law and Venue.** The Program Member and GoodBuy agree that this Agreement is governed by the law of the State of Texas and the published policies and procedures of GoodBuy. Any and all suits arising from this Agreement shall be brought in a court of competent jurisdiction and venue shall lie in Nueces County, Texas.
- 2. Cooperation and Access.** The Program Member and GoodBuy agree that they will cooperate in compliance with any reasonable requests for information and/or records made by GoodBuy or the Program Member. GoodBuy reserves the right to audit the relevant records of any Program Member, and vice-versa.
- 3. Defense and Prosecution of Claims.** The ESC shall not be responsible or obligated to defend any claims against the Member or prosecute any claims on behalf of the Member.
- 4. Legal Counsel.** The Region 2 ESC shall not be responsible or obligated to provide or act as legal counsel to the Member with respect to any matter regarding this Agreement.
- 5. Purchase Contracts.** The Region 2 ESC and GoodBuy shall not be a party to any contracts made by the Member for the purchase of goods or services with any vendor through the GoodBuy program.



6. No Warranty. The Region 2 ESC and/or GoodBuy does not warrant, sponsor, or endorse the goods or services of any GoodBuy Vendor.
7. It is the responsibility of the Program Member purchasing from GoodBuy awarded vendors ensure that the applicable purchasing requirements for the Member are met in accordance with all applicable local, state and federal procurement law.
8. Mediation. All claims and disputes arising under this Agreement shall be submitted to non-binding mediation before a neutral mediator in Nueces County, Texas, with the party demanding mediation of a claim being obligated to pay all costs and expenses of mediation.
9. Compliance with Procurement Laws. GoodBuy shall use its best effects to solicit prices for goods and services in compliance with all applicable laws and regulations governing purchase contracts by Members, and will keep a record of its procurement methodology for inspection by any Member. Each Member is responsible for determining, in consultation with its legal counsel, whether purchasing through this cooperative will satisfy the requirements of any applicable law or regulation governing the Program Member.
10. This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.
11. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect
12. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its directors, officers, employees, representatives and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.
13. THE GOODBUY PURCHASING COOPERATIVE, ITS ENDORSERS, AND SERVICING CONTRACTORS HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
14. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES
15. **GoodBuy and Region 2 ESC, their ENDORSERS AND SERVICING CONTRACTORS, DO NOT WARRANT THAT THE OPERATION OR USE OF PROGRAM SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.**



Purchasing Program of the Education Service Center, Region 2

16. Merger: The Interlocal Participation Agreement, Board Resolution, Terms and Conditions, and General Provisions represent the complete understanding of the GoodBuy Purchasing Cooperative, and Program Member electing to participate in the Program.

17. Representation of Authorization: By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

TO BE COMPLETED BY THE GOODBUY PURCHASING COOPERATIVE, as acting on behalf of all other Program Members

By: _____ Date: _____
GoodBuy Relations Representative, Region 2 ESC

Email: _____ Telephone: _____

Facsimile: _____

(Name of Program Member)

TO BE COMPLETED BY PROGRAM MEMBER

By: _____ Date: _____
(Signature of authorized representative of Program Member)

Interlocal Agreement
between Harris County Department of Education
& _____

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“HCDE”), located in Houston, Texas, and _____, a local governmental entity and/or political subdivision (“LGE”), located in _____ (city), _____ (state), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall commence on the date of the first signature of this Agreement (“Effective Date”) and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. Agreement. The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. Purpose and Scope of Work.
 - A. HCDE agrees to:**
 - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
 - Provide programs and services upon LGE’s submission of independent contracts or purchase orders to HCDE and HCDE’s acceptance thereof. HCDE’s obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE’s obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
 - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
 - B. LGE agrees to:**
 - Participate in any or all of the programs and services that HCDE offers, in LGE’s sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
 - Agree to follow the terms and conditions of each independent contract or purchase order.
 - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:

- By either Party, with or without cause, upon thirty (30) days' prior written notice;
- By mutual written agreement of the Parties; or
- By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
Attn: James Colbert, Jr.
County School Superintendent
6300 Irvington Blvd.
Houston, Texas 77022
713-694-6300

_____ ("LGE")
Attn: _____
Title: _____
Address: _____
City, State, Zip: _____
Phone: _____
Email: _____

15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.
16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
 - Neither Party waives any immunity afforded to it under applicable law; and
 - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

Name of Local Governmental Entity

Harris County Department of Education

Authorized Signature

Printed Name

James Colbert, Jr.

Title

County School Superintendent

Date

Date

Type of Local Governmental Entity (*select one*):

- ☐ School District ☐ Charter School
☐ County ☐ City/Municipality
☐ University ☐ College
☐ State Entity
☐ Governmental entity/other: _____



Legislation Details (With Text)

File #:	18-0133	Version:	1	Name:	BV Arts Council Agreement AMD #2
Type:	Presentation	Status:		Status:	Consent Agenda
File created:	2/7/2018	In control:		In control:	City Council Regular
On agenda:	2/22/2018	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding amendment #2 to the Building Use Agreement between the City of College Station and the Arts Council of Brazos to move to a month to month term for the building located at 2275 Dartmouth Drive.				
Sponsors:	Jeff Kersten				
Indexes:					
Code sections:					
Attachments:	AMD #2				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding amendment #2 to the Building Use Agreement between the City of College Station and the Arts Council of Brazos to move to a month to month term for the building located at 2275 Dartmouth Drive.

Recommendation(s): Staff recommends approval of the option to extend the term of the agreement on a month to month basis.

Summary: On February 24, 2011 the City Council approved the purchase of the building occupied by the Arts Council of Brazos Valley ("ACBV") from the ACBV located at 2275 Dartmouth Drive. The City Council also approved a Use Agreement for the ACBV to occupy the same building with an initial term of three (3) years beginning February 24, 2011.

On May 23, 2013 pursuant to the terms of the Use Agreement the City exercised its option for renewal for an additional two year term - March 7, 2014 through March 6, 2016.

On December 10, 2015 the City and ACBV amended the Use Agreement to extend it for one year through March 6, 2017 with the City's option for renewal for an additional one year term through March 6, 2018.

On February 23, 2017 the City exercised the option for an additional year as the ACBV continued to work on plans to move into a new location.

This amendment will move the Use Agreement to a month to month term. It is anticipated the Arts Council of Brazos Valley will be vacating the building later this summer, as they finalize their move to a new facility.

Legal Review: Yes

Attachments:

1. Use Agreement Amendment #2

**AMENDMENT NO. 2
TO THE USE AGREEMENT BETWEEN
THE CITY OF COLLEGE STATION
AND
ARTS COUNCIL OF BRAZOS VALLEY**

This Amendment No. 2 to the Use Agreement between the City of College Station and Arts Council of Brazos Valley ("Use Agreement") is entered into between the CITY OF COLLEGE STATION, a Texas Home Rule Municipal Corporation ("City") and ARTS COUNCIL OF BRAZOS VALLEY, a Texas Non-Profit Corporation ("ACBV").

Recitals

WHEREAS, on or about March 7, 2011 the parties hereto entered into an agreement for ACBV to use City premises located in the Wolf Pen Creek area for enhancing the artistic and cultural life of citizens as set forth in the Use Agreement; and

WHEREAS, the initial term of the Use Agreement was for three years with one additional two-year term extension at City's option; and

WHEREAS, City exercised its option to renew the Use Agreement on or about April 29, 2013, making the Use Agreement extend through March 6, 2016; and

WHEREAS, City amended the Use Agreement on or about December 10, 2015 to extend the term of the agreement by a year to March 6, 2017, with City's option to renew the agreement for an additional one year term through March 6, 2018; and

WHEREAS, City exercised its option to renew the Use Agreement for an additional one year term on or about February 23, 2017 for an additional one year term through March 6, 2018; and

WHEREAS, the parties now desire to enter into this Amendment No. 2 to the Use Agreement allowing for additional extensions; now therefore

Amendment to Agreement

For and in consideration of the additional benefits to accrue to both parties and the covenants of each, the City and ACBV agree to amend the Use Agreement as follows:

1. That Article II/TERM of the Agreement is hereby amended to read in its entirety as follows:

CITY herein permits the use and by these present does allow ACBV to use the Premises legally as set out in the description attached hereto as Exhibit "A." The initial term of this Use Agreement is three years from the date of last approval by a

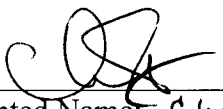
party. This Agreement may be renewed at the CITY'S option for an additional two year term.

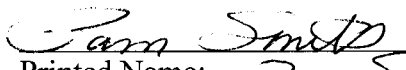
Following such additional two year term, this Use Agreement is renewed for a one year term through March 6, 2017, with CITY'S option to renew the Use Agreement for an additional one year term through March 6, 2018.

Following the additional one year term through March 6, 2018, the Use Agreement is renewed on a month to month basis. The Use Agreement shall expire after 30 day written notice is provided by either party to the other.

2. That all other provisions of the Use Agreement remain in full force and effect.
3. That this Amendment No. 2 to the Use Agreement is effective when approved by both parties.

ARTS COUNCIL
OF BRAZOS VALLEY


Printed Name: Chris Dyer
Title: CEO
Date: 2/7/2018


Printed Name: Pam Smits
Title: Board President
Date: 2/7/2018

CITY OF COLLEGE STATION, TEXAS

Name: Karl Mooney
Title: Mayor
Date: _____

ATTEST:

City Secretary

APPROVED:

City Manager

City Attorney

Assistant City Manager/CFO

Legislation Details (With Text)

File #:	18-0136	Version:	1	Name:	Comprehensive Plan Amendment – Raintree Reserve II
Type:	Comprehensive Plan			Status:	Agenda Ready
File created:	2/7/2018			In control:	City Council Regular
On agenda:	2/22/2018			Final action:	
Title:	Public Hearing, presentation, possible action, and discussion regarding an ordinance amending the Comprehensive Plan - Future Land Use & Character Map from Suburban Commercial to General Commercial for approximately 1.9 acres generally located northeast of the intersection at Raintree Drive and Earl Rudder Freeway South.				
Sponsors:	Rachel Lazo				
Indexes:					
Code sections:					
Attachments:	Background Information Vicinity Aerial & SAM Comp Plan Exhibit Ordinance				
Date	Ver.	Action By	Action		Result

Public Hearing, presentation, possible action, and discussion regarding an ordinance amending the Comprehensive Plan - Future Land Use & Character Map from Suburban Commercial to General Commercial for approximately 1.9 acres generally located northeast of the intersection at Raintree Drive and Earl Rudder Freeway South.

Relationship to Strategic Goals:

- Good Governance
- Neighborhood Integrity
- Diverse Growing Economy

Recommendation(s): The Planning & Zoning Commission heard this item at their February 1, 2018 meeting and voted 5-1 to recommend approval of the request.

Summary: The applicant has requested an amendment to the Comprehensive Plan's Future Land Use and Character Map from Suburban Commercial to General Commercial. Though the subject property is located near the intersection of two thoroughfares, the Comprehensive Plan specifically cites the land adjacent the Raintree Subdivision as being appropriate for suburban or neighborhood commercial and office uses due to its proximity to the established Raintree Subdivision. Amendments to the UDO will be brought before City Council later this year to update the Suburban Commercial zoning district requirements to make it more viable. Staff believes the pending changes to the Suburban Commercial zoning district will allow more development flexibility while still providing protection for nearby residential properties.

REVIEW CRITERIA

1. **Changed or changing conditions in the subject area or the City:** The subject property is currently zoned GS General Suburban, and the surrounding areas are designated as Restricted Suburban, Suburban Commercial, and General Commercial on the Comprehensive Plan Future Land Use and Character Map. In July 2017, City Council heard a Comprehensive Plan Amendment for the adjacent parcel, and voiced support for keeping the more intense land uses further from the existing residential properties.

This area is not one identified by Economic Development as an area of interest for promotion of General Commercial uses. General Commercial is intended to serve the entire community and its visitors with retail sales and service. This tract was identified as Suburban Commercial on the Comprehensive Plan due to its adjacency to an existing single-family neighborhood. Suburban Commercial is intended to provide for low-density commercial uses that provide service to nearby neighborhoods and is the best option for properties nearby residential subdivisions.

2. **Scope of the request:** The request is to amend the Comprehensive Plan Future Land Use and Character Map designation for approximately 1.9 acres from Suburban Commercial to General Commercial. A request for rezoning was submitted for consideration and will be heard following this item.

3. **Availability of adequate information:** A General Commercial designation allows for future development of general commercial uses including retail sales and service uses that function to serve the entire community and its visitors. Properties in this area are served through College Station Utilities (CSU). College Station has an ability to serve domestic water and sanitary sewer service to the proposed development, but additional infrastructure improvements may be needed with site development. A Traffic Impact Analysis is not required at the Comprehensive Plan Amendment stage. Depending on the end use, a Traffic Impact Analysis may be required at the site plan stage to verify that additional improvements to the transportation system are not warranted.

4. **Consistency with the goals and strategies set forth in the Plan:** The goal for College Station's Future Land Use and Character Map is to create a community with strong, unique neighborhoods, protected rural areas, special districts, distinct corridors, and a protected and enhanced natural environment. A relevant strategy identified to achieve this goal is to develop and maintain, through regular review, a land use plan that identifies, establishes, and enhances community character. The subject area is near property zoned both GC General Commercial and GS General Suburban. The retention of the Suburban Commercial land use balances the demand for commercial and office along the freeway and serves as a step down land use transitioning from the freeway to the adjacent residential property. The SC Suburban Commercial zoning district provides some additional protections and enhanced development standards compared to the proposed GC General Commercial zoning district.

5. **Consideration of the Future Land Use & Character and/or Thoroughfare Plans:** The subject property is currently designated as Suburban Commercial on the Comprehensive Plan Future Land Use and Character Map. The proposed amendment is to General Commercial.

The current land use of Suburban Commercial is intended for concentrations of commercial activities that cater primarily to nearby residents versus the larger community or region. Generally, these areas tend to be small in size and located adjacent to major roads (arterials and collectors). Design of Suburban Commercial structures is compatible in size, roof type and pitch, architecture, and lot coverage with the surrounding single-family residential use. Modifications to Suburban Commercial zoning district are being drafted to make this district more viable, including an expansion of permitted uses and less stringent regulations on architectural elements, roof pitch, and buffer requirements. It should be noted that the O Office zoning district is also permitted within the Suburban Commercial future land use. The parcel across Raintree Drive from the subject property is developed under the O Office zoning district, which allows for a moderately intense development that is compatible with being adjacent to neighborhoods, similar to the Suburban Commercial zoning district.

The proposed land use of General Commercial is intended for concentrations of commercial activities that cater both to nearby residents and to the larger community or region. Generally, these areas tend to be large in size and located near the intersection of two regionally significant roads (arterials and freeways). The secondary street, Raintree Drive, is classified a 2-lane Minor Collector and functions as the main ingress and egress for the Raintree Subdivision. While the subject parcel is located off Earl Rudder Freeway, given its relatively small size, location and proximity to an established neighborhood, the subject property is not suitable for a General Commercial future land use designation.

6. **Compatibility with the surrounding area:** The proposed amendment to General Commercial would allow zoning for general commercial uses including retail sales and service that function to serve the entire community and its visitors. Properties to the southeast are generally entitled for residential uses, with some commercial, and properties to the northwest are entitled for various commercial uses as well as existing natural areas.

Amending the Comprehensive Plan to General Commercial in this area would not be compatible with all of the surrounding area. A Comprehensive Plan designation of General Commercial would encourage pursuit of the GC General Commercial zoning district if this property were to be rezoned in the future. Such a request already accompanies this land use designation amendment request. That zoning district would allow very intense uses that do not fit well with the context of the area. With an established neighborhood immediately abutting to the subject tract, General Commercial is not compatible with the surrounding area.

7. **Impacts on infrastructure including water, wastewater, drainage, and the transportation network:** Water service will be served by City of College Station. There is an existing 12-inch waterline along frontage of State Highway 6, and an 8-inch water line along Raintree Dr.

Sanitary Sewer service is available via existing 6-inch sewer main along Raintree Dr.

The subject tract is in the Carter Creek Drainage Basin. The site is generally drains toward a Wolf Pen Creek Tributary. Storm water detention will be required with site development.

Drainage and other public infrastructure required with site development shall be designed and constructed in accordance with the B/CS Unified Design Guidelines. Existing infrastructure

appears to have capacity to adequately serve the proposed change of use at this time.

8. **Impact on the City's ability to provide, fund, and maintain services:** The proposed amendment for the subject property does not negatively impact the City's ability to provide, fund, and maintain services.
9. **Impact on environmentally sensitive and natural areas:** This area is not recognized as environmentally sensitive.
10. **Contribution to the overall direction and character of the community as captured in the Plan's vision and goals:** The goal for College Station's Future Land Use and Character is to create a community with strong, unique neighborhoods, protected rural areas, special districts, distinct corridors, and a protected and enhanced natural environment. The proposed amendment from Suburban Commercial to General Commercial immediately abutting single-family residential property conflicts with the neighborhood integrity goals found within Comprehensive Plan. Particularly relevant from the Neighborhood Integrity chapter of the Comprehensive Plan is the following statement:

"Adjacent land uses have an impact on neighborhood character and identity. Non-residential and multi-family properties can develop out of character with adjacent single-family residences. Lighting, noise, and traffic are just some of the issues that arise, as well as the aesthetic issues of non-residential buildings adjacent to single-family homes. Buffering, architectural, and lighting standards are currently in place for non-residential uses in the City. These standards were adopted in 2003 and 2004; however, neighborhoods often feel these standards are insufficient to deal with incompatible adjacent uses.

These uses can be accessible to the neighborhood and developed in a way that provides a seamless transition from residential to non-residential uses. Small-scale office or neighborhood retail uses are appropriate directly adjacent to neighborhoods provided that they are an integrated component of the neighborhood with adequate buffering and transition for noise, light, and parking intrusions."

STAFF RECOMMENDATION

Staff recommends denial of the request.

Budget & Financial Summary: N/A

Legal Review: Yes

Attachments:

1. Background Information
2. Vicinity Map & Aerial
3. Comp Plan Exhibit
4. Ordinance

NOTIFICATIONS

Advertised Commission Hearing Date: February 1, 2018
Advertised Council Hearing Dates: February 22, 2018

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

Raintree

Contacts in support: None at the time of this report
Contacts in opposition: Two at the time of this report
Inquiry contacts: None at the time of this report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	General Commercial and Suburban Commercial	GC General Commercial and SC Suburban Commercial	Undeveloped
South (across Raintree Drive)	Suburban Commercial	O Office	Office
East	Restricted Suburban	GS General Suburban	Single-Family Residential
West (across Earl Rudder Fw)	General Commercial	GC General Commercial	Auto Dealership

DEVELOPMENT HISTORY

Annexation: February 1971

Zoning: R-1 Single-Family Residential upon annexation in February 1971
R-1 Single-Family Residential renamed to GS General Suburban in 2014

Final Plat: Raintree 1 Subdivision (1977)

Site development: Undeveloped

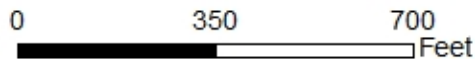
VICINITY MAP



CPA2017-000016
RAINTREE RE SERVE II

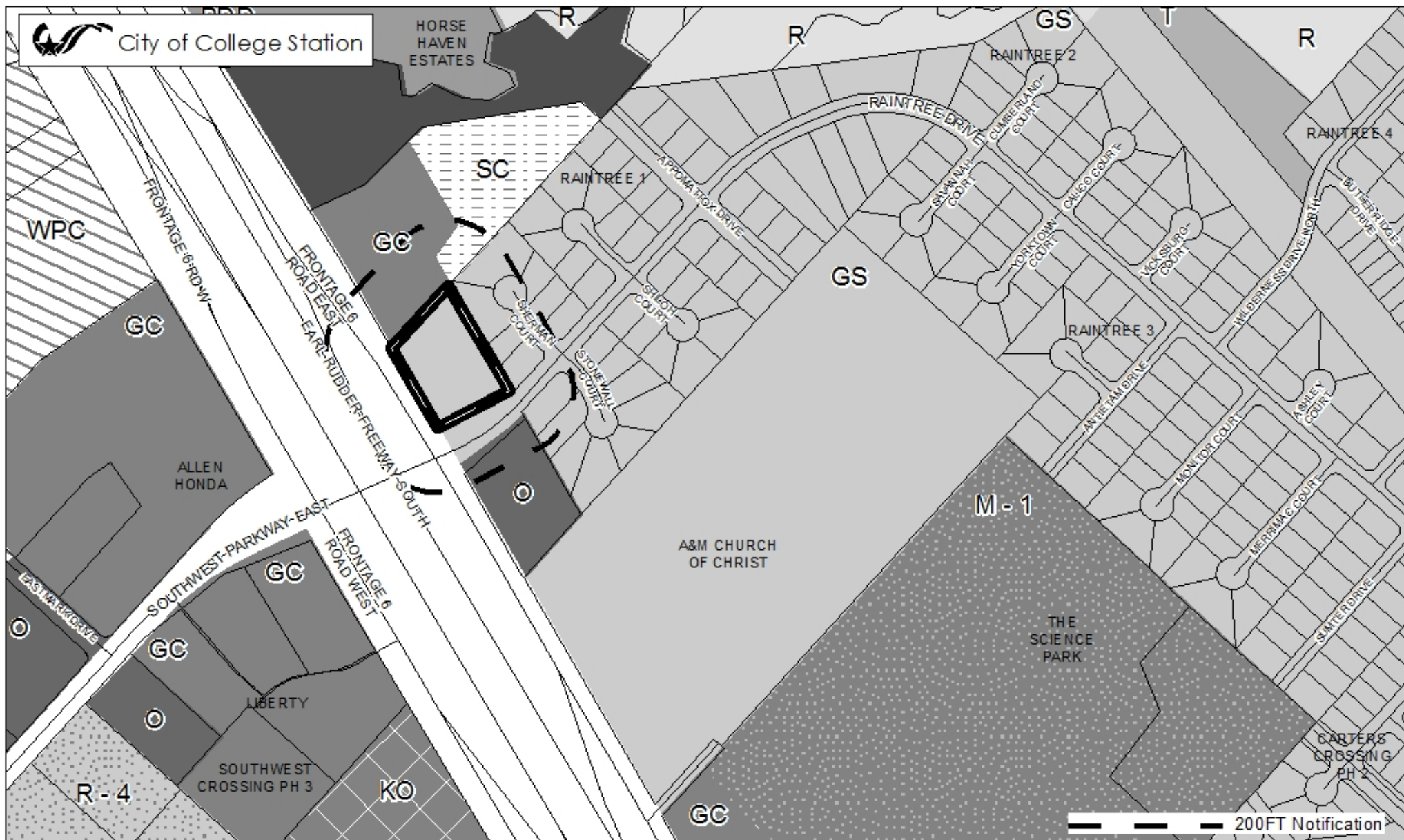
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This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property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



RAINTREE RESERVE II

Case: COMP PLAN AMENDMENT
CPA2017-000016



ZONING DISTRICTS (In Grayscale)

Residential

R Rural
E Estate
RS Restricted Suburban
GS General Suburban
D Duplex
T Townhome
MF Multi-Family

MU Mixed-Use
MHP Manufactured Home Pk.
Non-Residential
NAP Natural Area Protected
O Office
SC Suburban Commercial
GC General Commercial

CI Commercial Industrial
BP Business Park
BPI Business Park Industrial
C-U College and University

Planned Districts

P-MUD Planned Mixed-Use Dist.
PDD Planned Develop. Dist.

Design Districts

WPC Wolf Pen Creek Dev. Cor.
NG-1 Core Northgate
NG-2 Transitional Northgate
NG-3 Residential Northgate

Overlay Districts

OV Corridor Ovr.
RDD Redevelopment District
KO Krenak Tap Ovr.
NPO Nbrhd. Prevailing Ovr.
NCO Nbrhd. Conservation Ovr.
HP Historic Preservation Ovr.

Retired Districts

R-1B Single Family Residential
R-4 Multi-Family
R-6 High Density Multi-Family
RD Research and Dev.
M-1 Light Industrial
M-2 Heavy Industrial

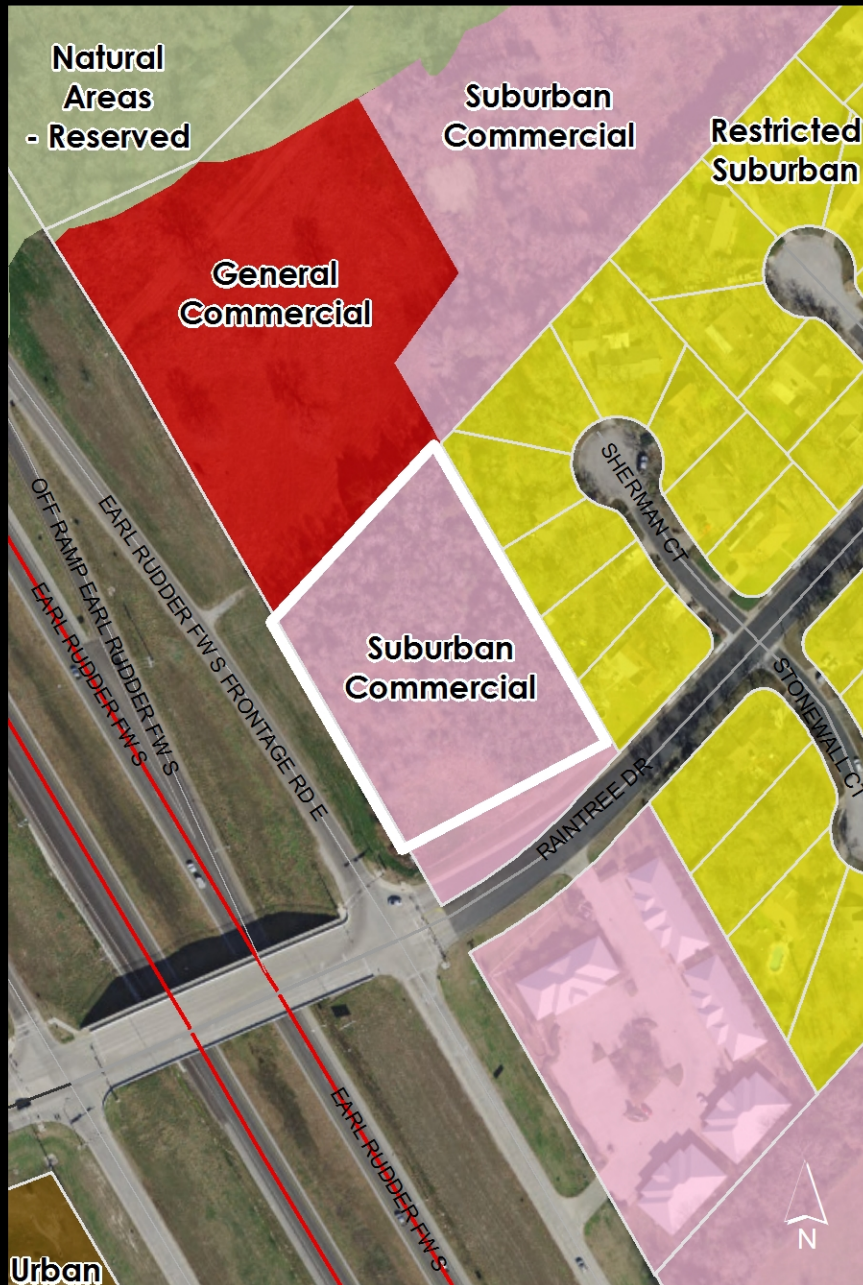


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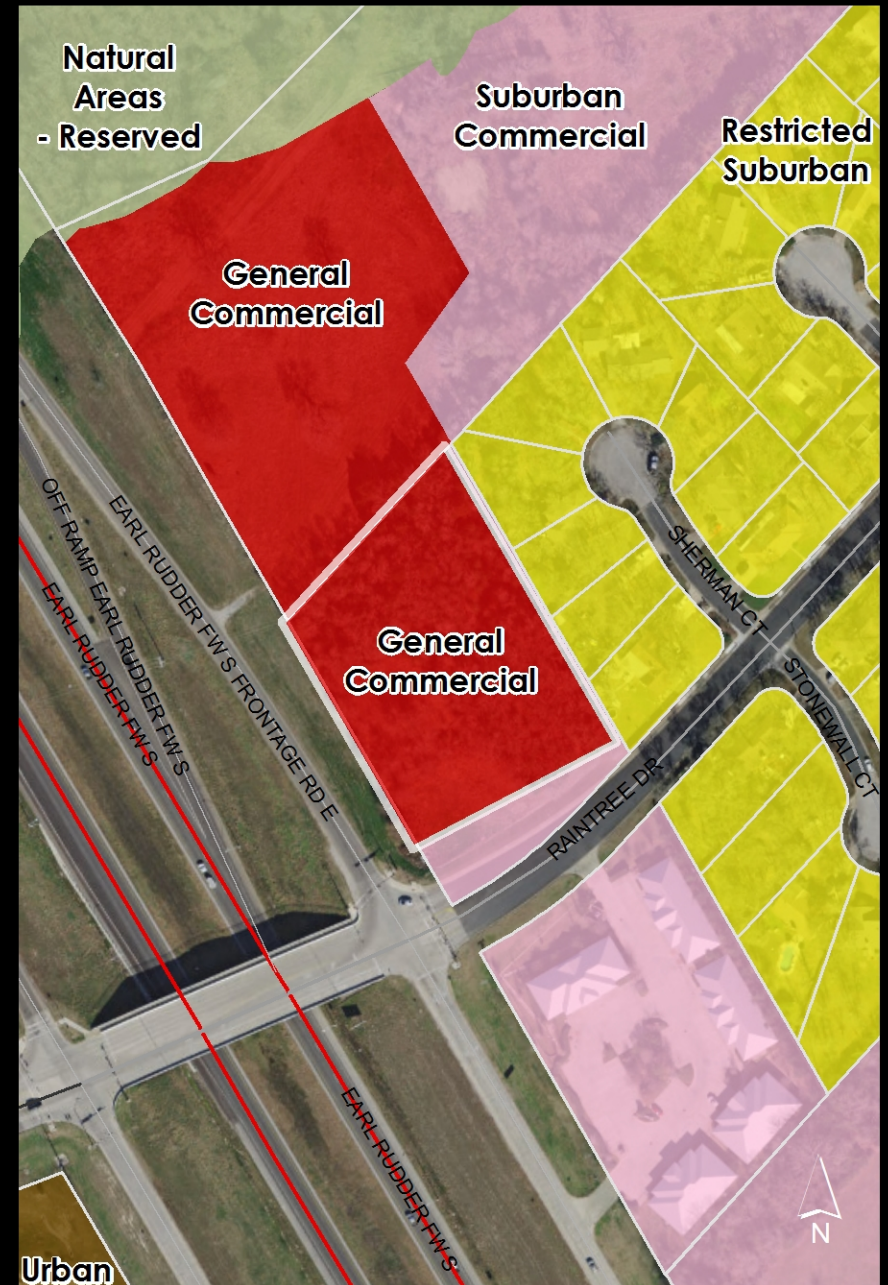
RAINTREE RESERVE II

Case: COMP PLAN AMENDMENT
CPA2017-000016

EXISTING Future Land Use



PROPOSED Future Land Use



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING THE COLLEGE STATION COMPREHENSIVE PLAN BY AMENDING THE COMPREHENSIVE PLAN – FUTURE LAND USE & CHARACTER MAP FROM SUBURBAN COMMERCIAL, TO GENERAL COMMERCIAL FOR APPROXIMATELY 1.9 ACRES LOCATED AT THE INTERSECTION OF RAINTREE DRIVE AND EARL RUDDER FREEWAY SOUTH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

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

PART 1: That the “Comprehensive Plan of the City of College Station” is hereby amended by adding new Subsection C.2.hh of Exhibit “A” thereto as set out in Exhibit “A” attached hereto and made a part hereof; and by amending the “Comprehensive Plan Future Land Use and Character Map,” as set out in Exhibit “B” attached hereto for the identified area and made a part hereof for all purposes.

PART 2: That if any provisions of any section of this Ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this Ordinance, which shall remain in full force and effect.

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

PASSED, ADOPTED and APPROVED this 22nd day of February, 2018.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

That Ordinance No. 3186 adopting the “Comprehensive Plan of the City of College Station” as amended, is hereby amended by adding new subsection C.2.hh. to Exhibit “A” of said plan for Exhibit “A” to read in its entirety as follows:

“EXHIBIT ‘A’**A. Comprehensive Plan**

The College Station Comprehensive Plan (Ordinance 3186) is hereby adopted and consists of the following:

1. Introduction;
2. Community Character;
3. Neighborhood Integrity;
4. Economic Development;
5. Parks, Greenways & the Arts;
6. Transportation;
7. Municipal Services & Community Facilities;
8. Growth Management and Capacity; and
9. Implementation and Administration.

B. Master Plans

The following Master Plans are hereby adopted and made a part of the College Station Comprehensive Plan:

1. The Northgate Redevelopment Plan dated November 1996;
2. The Revised Wolf Pen Creek Master Plan dated 1998;
3. Northgate Redevelopment Implementation Plan dated July 2003;
4. East College Station Transportation Study dated May 2005;
5. Bicycle, Pedestrian, and Greenways Master Plan dated January 2010;
6. Central College Station Neighborhood Plan dated June 2010;
7. Eastgate Neighborhood Plan dated June 2011;
8. Parks, Recreation and Open Spaces Master Plan dated July 2011;
9. Southside Area Neighborhood Plan dated August 2012;
10. Medical District Master Plan dated October 2012;
11. Wellborn Community Plan dated April 2013;
12. Economic Development Master Plan dated September 2013;
13. South Knoll Area Neighborhood Plan dated September 2013;
14. The Water System Master Plan dated April 2017; and
15. The Wastewater System Master Plan dated April 2017.

C. Miscellaneous Amendments

The following miscellaneous amendments to the College Station Comprehensive Plan are as follows:

1. Text Amendments:

- a. Chapter 2 “Community Character,” “Growth Areas” by amending the text regarding Growth Area IV and Growth Area V – Ordinance 3376, dated October 2011.
 - b. Chapter 6 “Transportation” by amending the text regarding Complete Streets, Context Sensitive Solutions, Minimum Length and Additional Right-of-Way for Turn Lanes at Intersections, and Right-of-Way for Utilities – Ordinance 3729, dated December 10, 2015.
 - c. Chapter 2 “Community Character,” Chapter 3 “Neighborhood Integrity,” Chapter 4 “Economic Development,” Chapter 5 “Parks, Greenways, and the Arts,” and Chapter 7 “Municipal Services and Community Facilities” by amending the text based on the recommendation of the Comprehensive Plan Five-Year Evaluation & Appraisal Report – Ordinance 3730 dated December 10, 2015.
 - d. Chapter 8 “Growth Management & Capacity” by amending the text based on recommendations from the Annexation Task Force – Ordinance 3766, dated April 28, 2016.
 - e. Chapter 1, Section 10; Chapter 5, Section 1; Chapter 5, Section 4; Chapter 8, Section 17; and Chapter 9, Section 3; by amending the text – Ordinance 3951, dated October 12, 2017.
2. Future Land Use and Character Map Amendment:
- a. 301 Southwest Parkway – Ordinance 3255, dated July 2010.
 - b. Richards Subdivision – Ordinance 3376, dated October 2011.
 - c. Earl Rudder Freeway at University Oaks – Ordinance 3465, dated November 19, 2012
 - d. 1600 University Drive East – Ordinance 3535, dated November 14, 2013.
 - e. 2560 Earl Rudder Freeway S. – Ordinance 3541, dated December 12, 2013.
 - f. 13913 FM 2154. – Ordinance 3546, dated January 9, 2014.
 - g. 2021 Harvey Mitchell Parkway – Ordinance 3549, dated January 23, 2014.
 - h. 1201 Norton Lane – Ordinance 3555, dated February 27, 2014.
 - i. 3715 Rock Prairie Road West – Ordinance 3596, dated August 25, 2014.
 - j. 4201 Rock Prairie Road – Ordinance 3670, dated July 9, 2015.
 - k. The approximately 40 acres of land generally located east of FM 2154 (aka Wellborn Road), south of the Southern Trace Subdivision, west of State Highway 40 (aka William D. Fitch Parkway), and north of Westminster Subdivision – Ordinance 3731, dated December 10, 2015.
 - l. The approximately 120 acres of land generally located south of Barron Cut-Off Road, west of WS Phillips Parkway, north of the Castlegate II Subdivision, and east of the Wellborn Community – Ordinance 3732, dated December 10, 2015.
 - m. The approximately 900 acres of land generally located south of Greens Prairie Road West, east of the Sweetwater Subdivision, and north of Arrington Road – Ordinance 3733, dated December 10, 2015.
 - n. The approximately 17.788 acres of land generally located at the corner of Turkey Creek Road and Raymond Stotzer Parkway frontage road.– Ordinance 3752, dated March 10, 2016.

- o. The approximately 9 acres of land generally located north of the Crossroad Woods Subdivision near the intersection of Wellborn Road (FM 2154) and Greens Prairie Trail – Ordinance 3779, dated June 9, 2016
- p. The approximately 16 acres located at 8607 Rock Prairie Road, generally located at the north of Rock Prairie Road and west of William D. Fitch Parkway – Ordinance 3794, dated August 11, 2016.
- q. The approximately 14.25 acres of land located at 2501 Earl Rudder Freeway South, generally located north of North Forest Parkway and south of Raintree Drive, along the east side of Earl Rudder Freeway South – Ordinance 3799, dated August 25, 2016.
- r. The approximately 7 acres of land located along the south side of State Highway 30, south of Veterans Memorial Park – Ordinance 3828, dated October 27, 2016.
- s. The approximately 58 acres of land generally located along the east side of State Highway 6 South, north of W.D. Fitch parkway and south of the future Pebble Creek Parkway extension – Ordinance 3830, dated October 27, 2016.
- t. The approximately 2 acres of land generally located on Corsair Circle north of Pavilion Avenue – Ordinance 3846, dated December 8, 2016.
- u. The approximately 18 acres of land generally located at the southeast corner of Sebesta Road and Earl Rudder Freeway frontage road – Ordinance 3848, dated December 8, 2016.
- v. The approximately 6 acres of land being situated in the Pooh's Park Subdivision, Block 1, Lots 6-14 recorded in Volume 314, Page 618 of the deed records of Brazos County, Texas, located at 204, 206, 208, 210, 212, 214, 216, 218, and 220 Holleman Drive east, more generally southwest of the intersection of Holleman Drive East and Lassie Lane by – Ordinance 3850, dated January 12, 2017.
- w. The approximately 6.3 acres of land generally located northeast intersection of Copperfield Parkway and Crescent Pointe Parkway - Ordinance 3859, dated February 9, 2017.
- x. The approximately 11.3 acres of land generally located at the southeast intersection of Earl Rudder Freeway South and Emerald Parkway – Ordinance 3875, dated April 27, 2017.
- y. The approximately 232 acres of land generally located south of Rock Prairie Road - Ordinance 3877, dated April 27, 2017.
- z. The approximately 5.96 acres of land generally located in the northeast corner of Associates Avenue and Harvey Road intersection. – Ordinance 3879, dated April 27, 2017.
- aa. The approximately 4.74 acres of land generally located at the corner of Harvey Mitchell Parkway South and Raymond Stotzer Parkway – Ordinance 3882, dated May 11, 2017.
- bb. The approximately 3.2 acres of land generally located east of Copperfield Parkway and south of Harvey Road. – Ordinance 3884, dated May 11, 2017.
- cc. The approximately 3.34 acres of land generally located north of Raintree Drive along Earl Rudder Freeway South – Ordinance 3901, dated July 27, 2017.

- dd. The approximately 12.5 acres generally located west of Earl Rudder Freeway South along Harvey Mitchell Parkway – Ordinance 3903, dated July 27, 2017.
 - ee. The approximately 100 acres located along the east side of State Highway 6, south of The Business Park at College Station and north of the Texas World Speedway property- Ordinance 3906, dated July 27, 2017.
 - ff. The approximately 1.7 acres of land being generally located at 12055 FM 2154 - Ordinance 3921, dated August 24, 2017.
 - gg. The approximately 11 acres of land being generally located at 8822 Burgess Lane and near the east intersection of State Highway 47 and Raymond Stotzer Parkway – Ordinance 3965, dated December 14, 2017.
 - hh. The approximately 1.9 acres generally located at the intersection of Raintree Drive and Earl Rudder Freeway South – by this Ordinance, dated February 22, 2018.
3. Concept Map Amendment:
- a. Growth Area IV – Ordinance 3376, dated October 2011.
 - b. Growth Area V – Ordinance 3376, dated October 2011.
4. Thoroughfare Map Amendment:
- a. Raintree Drive – Ordinance 3375, dated October 2011.
 - b. Birkdale Drive – Ordinance 3375, dated October 2011.
 - c. Corsair Circle – Ordinance 3375, dated October 2011.
 - d. Deacon Drive – Ordinance 3375, dated October 2011.
 - e. Dartmouth Drive – Ordinance 3375, dated October 2011.
 - f. Farm to Market 60 – Ordinance 3375, dated October 2011.
 - g. Southwest Parkway – Ordinance 3375, dated October 2011.
 - h. Cain Road extension – Ordinance 3639, dated February 26, 2015.
 - i. Update to Chapter 6 Maps- Ordinance 3729, dated December 10, 2015.
 - j. South College Station Mobility Study – Ordinance 3827, dated October 27, 2016.
 - k. Pavilion Avenue extension --Ordinance 3885, dated May 11, 2017.
 - l. Future Minor Collector realigned to Harpers Ferry Road along Arrington Road – Ordinance 3949, dated October 12, 2017.
 - m. 2017 Thoroughfare Plan update to Map 6.6 – Ordinance 3962, dated November 20, 2017.
5. Bicycle, Pedestrian and Greenways Master Plan Amendment:
- a. Cain Road extension – Ordinance 3639, dated February 26, 2015
 - b. Update to Maps 5.4 and 5.5-- Ordinance 3729, dated December 10, 2015.
 - c. South College Station Mobility Study – Ordinance 3827, dated October 27, 2016.
 - d. Update to Maps 5.4 and 5.5 – Ordinance 3877, dated April 27, 2017.
 - e. 2017 Thoroughfare Plan update to Maps 5.4 and 5.5 – Ordinance 3962, dated November 20, 2017.
6. Parks and Recreation Master Plan Amendment:
- a. Update to Map B/College Station Neighborhood Park Zone, to Map C/College Station Community Park Zone Map and to the text of Section 2 “Current Conditions

and Trends,” subsection “Park Land,” paragraph five relating to said maps- Ordinance 3951, dated October 12, 2017.

7. Community and Neighborhood Plan Amendment:

- a. Eastgate Neighborhood Plan, Chapter 1 - Community Character, “Site Development Area 1 – Lincoln Avenue” – Ordinance 3956, dated November 9, 2017.

D. General

1. Conflict. All parts of the College Station Comprehensive Plan and any amendments thereto shall be harmonized where possible to give effect to all. Only in the event of an irreconcilable conflict shall the later adopted ordinance prevail and then only to the extent necessary to avoid such conflict. Ordinances adopted at the same city council meeting without reference to another such ordinance shall be harmonized, if possible, so that effect may be given to each.
2. Purpose. The Comprehensive Plan is to be used as a guide for growth and development for the entire City and its extra-territorial jurisdiction (“ETJ”). The College Station Comprehensive Plan depicts generalized locations of proposed future land-uses, including thoroughfares, bikeways, pedestrian ways, parks, greenways, and waterlines that are subject to modification by the City to fit local conditions and budget constraints.
3. General nature of Future Land Use and Character. The College Station Comprehensive Plan, in particular the Future Land Use and Character Map found in A.3 above and any adopted amendments thereto, shall not be nor considered a zoning map, shall not constitute zoning regulations or establish zoning boundaries and shall not be site or parcel specific but shall be used to illustrate generalized locations.
4. General nature of College Station Comprehensive Plan. The College Station Comprehensive Plan, including the Thoroughfare Plan, Bicycle, Pedestrian, and Greenways Master Plan, Central College Station Neighborhood Plan, Water System Master Plan and any additions, amendments, master plans and subcategories thereto depict same in generalized terms including future locations; and are subject to modifications by the City to fit local conditions, budget constraints, cost participation, and right-of-way availability that warrant further refinement as development occurs. Linear routes such as bikeways, greenways, thoroughfares, pedestrian ways, waterlines and sewer lines that are a part of the College Station Comprehensive Plan may be relocated by the City 1,000 feet from the locations shown in the Plan without being considered an amendment thereto.
5. Reference. The term College Station Comprehensive Plan includes all of the above in its entirety as if presented in full herein, and as same may from time to time be amended.”

EXHIBIT B

That the “Comprehensive Plan of the City of College Station” is hereby amended by amending a portion of the map titled “Map 2.2-Future Land Use & Character” of Chapter 2 –Community Character” from Suburban Commercial to General Commercial shown as follows:



Legislation Details (With Text)

File #:	18-0140	Version:	1	Name:	Rezoning – Raintree Reserve II
Type:	Rezoning	Status:		Status:	Agenda Ready
File created:	2/8/2018	In control:		In control:	City Council Regular
On agenda:	2/22/2018	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from GS General Suburban to GC General Commercial on approximately 1.9 acres of land located at 2201 Raintree Drive.				
Sponsors:	Rachel Lazo				
Indexes:					
Code sections:					
Attachments:	Background Information Vicinity Aerial & SAM Rezoning Exhibit Ordinance				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from GS General Suburban to GC General Commercial on approximately 1.9 acres of land located at 2201 Raintree Drive.

Relationship to Strategic Goals:

- Good Governance
- Neighborhood Integrity
- Diverse Growing Economy

Recommendation(s): The Planning & Zoning Commission heard this item at their February 1, 2018 meeting and voted 6-0 to recommend approval with the conditions that the building height be limited to one-story and that the landscape buffer be increased to 20-feet with a masonry wall.

Summary: : The applicant has requested a rezoning from GS General Suburban to GC General Commercial on approximately 1.9 acres. This request is in conjunction with a request to amend the Comprehensive Plan from Suburban Commercial to General Commercial as a future land use.

REVIEW CRITERIA

- 1. Consistency with the Comprehensive Plan:** The subject area is designated as Suburban Commercial on the Comprehensive Plan. Suburban Commercial is intended to

provide for low-density commercial uses that provide service to nearby neighborhoods.

The accompanying Future Land Use and Character Map amendment request is to change the planned uses to General Commercial. The General Commercial land use designation is generally for concentrations of commercial activities that cater to both nearby residents and to the larger community or region. Generally, these areas tend to be large in size and located along regionally significant roads (arterials and freeways). Should the land use designation amendment be approved, the applicant's request to rezone the property to GC General Commercial would be consistent with the Comprehensive Plan. Should the request to amend the Comprehensive Plan be denied, the rezoning request is no longer consistent with the Comprehensive Plan Future Land Use and Character Map.

- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The properties to the east of the subject property are zoned GS General Suburban and developed as single family homes. The property across Raintree Drive is zoned O Office, which is considered a lower-intensity commercial zoning that would be appropriate under the Suburban Commercial future land use designation on the Comprehensive Plan. This property is developed as an office park. The property to the northwest, which is undeveloped, is currently zoned GC General Commercial, however this was approved by City Council because it was not adjacent to the existing residential properties. The proposed zoning change would be incompatible with the adjacent residential properties.
- 3. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** It has been understood that this property is suitable for commercial uses, though the intensity of commercial has been the discussion on this property for some time. Due to the subject property's location and visibility along Earl Rudder Freeway South, it would traditionally be appropriate to have more regionally serving general commercial uses. However, given the site's adjacency to the Raintree Neighborhood, it would be appropriate to have uses that were more in line with the SC Suburban Commercial zoning district that provides some additional protections and enhanced development standards compared to the proposed GC General Commercial. Staff is currently drafting an ordinance amendment to the Unified Development Ordinance to make the Suburban Commercial zoning district more viable, including an expansion of permitted uses and less stringent regulation on architectural elements, roof pitch, and buffer requirements. That amendment is anticipated to be presented to the Planning and Zoning Commission and City Council within a few months.
- 4. Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The property is currently zoned GS General Suburban. Due to its location along Earl Rudder Freeway South and configuration of the tract, it is less suitable for a single-family development and more suitable for a light commercial or office development, as called for in the Comprehensive Plan's Future Land Use and Character Map, in order to protect the existing homes that are located within the Raintree Neighborhood.
- 5. Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** This site does not have a high potential to be marketed as a single-family residential development.

When considering the surrounding characteristics, it has more potential to be marketed with the a SC Suburban Commercial or O Office zoning designation that the Comprehensive Plan calls for.

- 6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** Water service will be served by City of College Station. There is an existing 12-inch waterline along frontage of State Highway 6 South, and an 8-inch water line along Raintree Drive.

Sanitary Sewer service is available via an existing 6-inch sewer main along Raintree Drive.

The subject tract is in the Carter Creek Drainage Basin. The site generally drains towards a Wolf Pen Creek Tributary. Storm water detention will be required with site development.

Drainage and other public infrastructure required with site development shall be designed and constructed in accordance with the B/CS Unified Design Guidelines. Existing infrastructure appears to have capacity to adequately serve the proposed change of use at this time.

STAFF RECOMMENDATION

Staff recommends denial of the rezoning request.

Budget & Financial Summary: N/A

Legal Review: Yes

Attachments:

1. Background information
2. Vicinity, Aerial and Small Area Map
3. Rezoning Exhibit
4. Ordinance

NOTIFICATIONS

Advertised Commission Hearing Date: February 1, 2018
Advertised Council Hearing Dates: February 22, 2018

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

Raintree

Contacts in support: None at the time of this report
Contacts in opposition: Two at the time of this report
Inquiry contacts: None at the time of this report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	General Commercial and Suburban Commercial	GC General Commercial and SC Suburban Commercial	Undeveloped
South (across Raintree Drive)	Suburban Commercial	O Office	Office
East	Restricted Suburban	GS General Suburban	Single-Family Residential
West (across Earl Rudder Fw)	General Commercial	GC General Commercial	Auto Dealership

DEVELOPMENT HISTORY

Annexation: February 1971

Zoning: R-1 Single-Family Residential upon annexation in February 1971
R-1 Single-Family Residential renamed to GS General Suburban in 2014

Final Plat: Raintree 1 Subdivision (1977)

Site development: Undeveloped

VICINITY MAP



REZ2017-000032
RAINTREE RE SERVE II

0 0.75 1.5 3 Miles



0

370

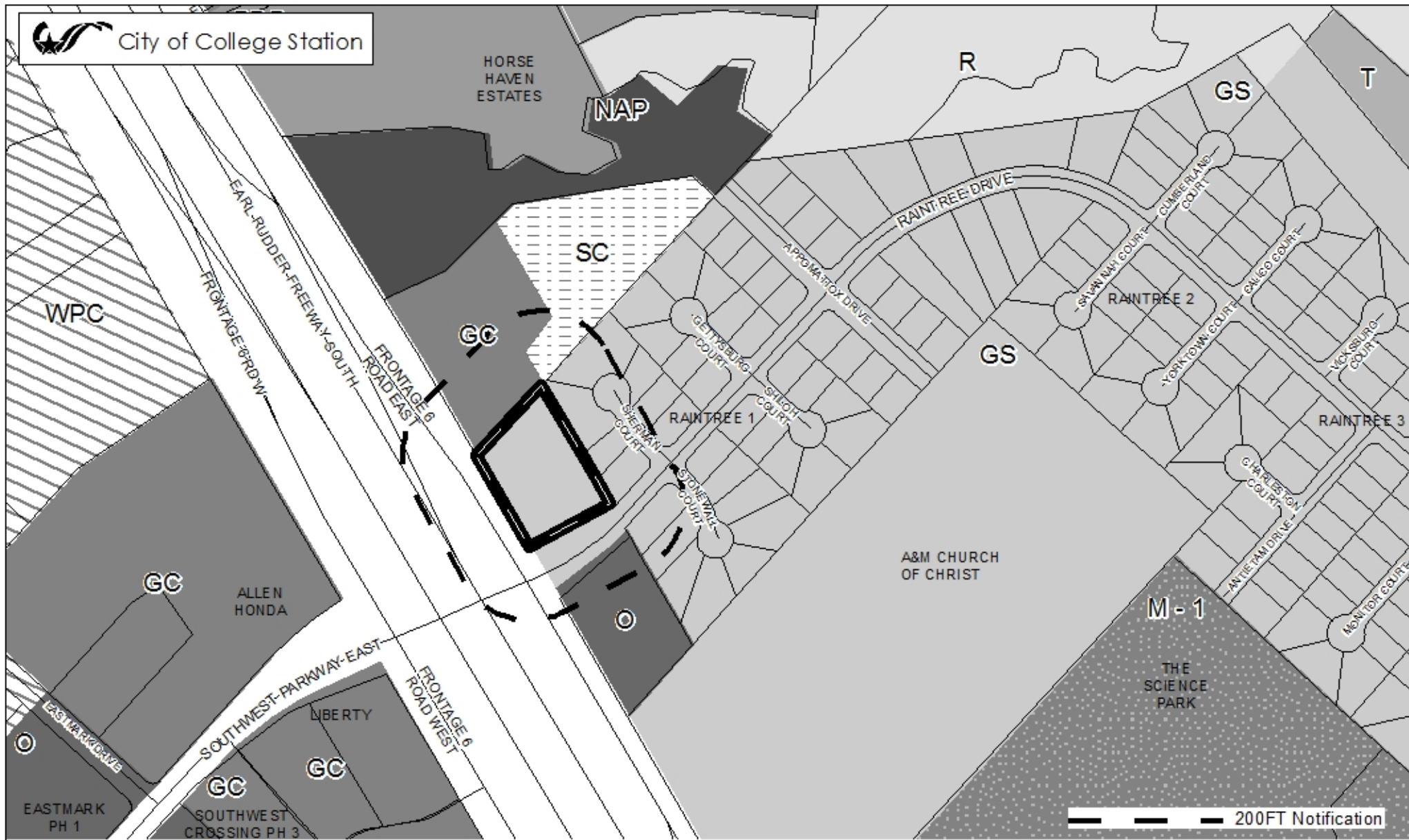
740

Feet

RAINTREE RESERVE II

Case:
REZ2017-000032

REZONING



ZONING DISTRICTS (In Grayscale)

Residential

R Rural
E Estate
RS Restricted Suburban
GS General Suburban
D Duplex
T Townhome
MF Multi-Family

MU Mixed-Use

MHP Manufactured Home Pk.

Non-Residential

NAP Natural Area Protected
O Office
SC Suburban Commercial
GC General Commercial

CI

Commercial Industrial
BP Business Park
BPI Business Park Industrial
C-U College and University

Planned Districts

P-MUD Planned Mixed-Use Dist.
PDD Planned Develop. Dist.

Design Districts

WPC Wolf Pen Creek Dev. Cor.
NG-1 Core Northgate
NG-2 Transitional Northgate
NG-3 Residential Northgate

Overlay Districts

OV Corridor Ovr.
RDD Redevelopment District
KO Krenak Tap Ovr.
NPO Nbrhd. Prevailing Ovr.
NCO Nbrhd. Conservation Ovr.
HP Historic Preservation Ovr.

Retired Districts

R-1B Single Family Residential
R-4 Multi-Family
R-6 High Density Multi-Family
RD Research and Dev.
M-1 Light Industrial
M-2 Heavy Industrial



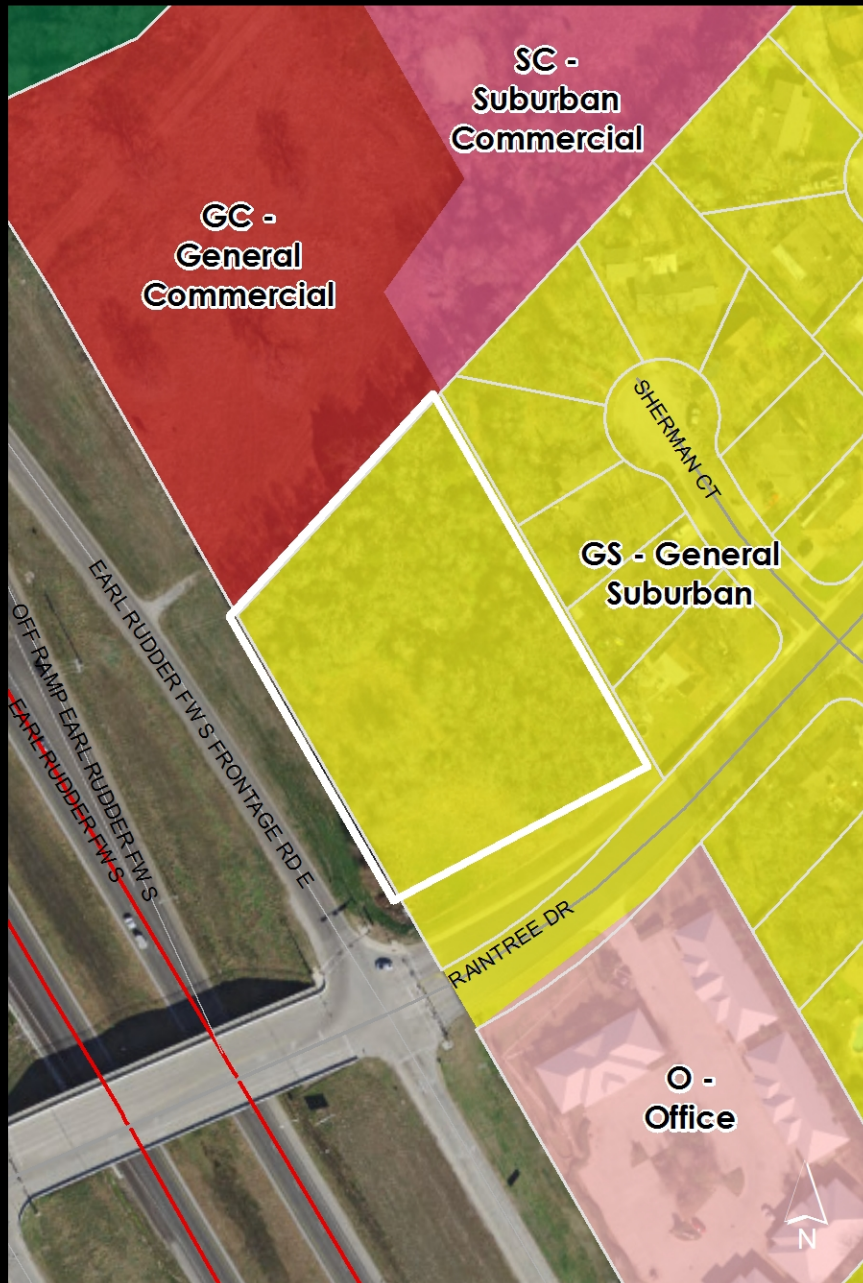
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RAINTREE RESERVE II

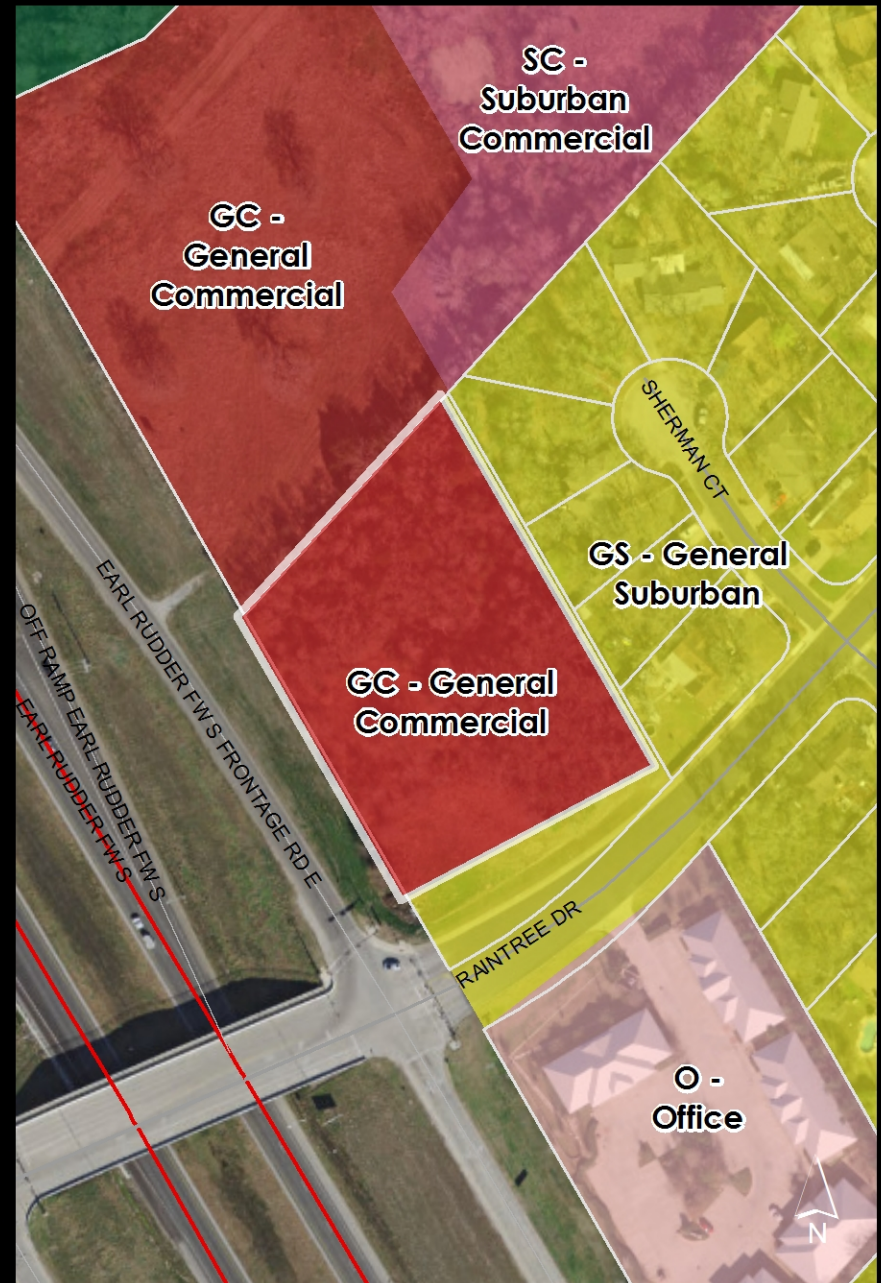
Case:
REZ2017-000032

REZONING

EXISTING Zoning



PROPOSED Zoning



ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM GS GENERAL SUBURBAN TO GC GENERAL COMMERCIAL ON APPROXIMATELY 1.9 ACRES OF LAND LOCATED AT 2201 RAINTREE DRIVE; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1: That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”**, **Exhibit “B”**, and **Exhibit “C”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED, and APPROVED this 22nd day of February, 2018.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

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

The following property is rezoned from GS General Suburban to GC General Commercial:

**METES AND BOUNDS DESCRIPTION
OF A
1.883 ACRE TRACT
MORGAN RECTOR LEAGUE, A-46
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE MORGAN RECTOR LEAGUE, ABSTRACT NO. 46, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING THE REMAINDER OF A 2.18 ACRE TRACT OF LAND AS SHOWN ON THE PLAT OF RAINTREE SECTION ONE, RECORDED IN VOLUME 373, PAGE 461 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT A ½ INCH IRON ROD FOUND ON THE NORTHEAST LINE OF STATE HIGHWAY NO. 6 – EARL RUDDER FREEWAY (VARIABLE WIDTH R.O.W.) MARKING THE SOUTH CORNER OF A CALLED 14.27 ACRE TRACT OF LAND DESCRIBED BY A DEED TO DAVIS MCGILL, TRUSTEE, RECORDED IN VOLUME 597, PAGE 226 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 42° 26' 57" E ALONG THE SOUTHEAST LINE OF SAID 14.27 ACRE TRACT FOR A DISTANCE OF 261.65 FEET TO A ½ INCH IRON ROD FOUND MARKING THE WEST CORNER OF LOT 4, BLOCK 1 OF SAID RAINTREE SUBDIVISION (THIS LINE USED FOR BEARING ORIENTATION HONORING THE PLAT CALL BEARING AS SHOWN ON SAID PLAT);

THENCE: S 30° 02' 38" E ALONG THE SOUTHWEST LINE OF SAID BLOCK 1, AT 297.65 FEET PASS A ½ INCH IRON ROD FOUND MARKING THE COMMON CORNER OF LOTS 1 AND 2 OF SAID BLOCK 1, CONTINUE ON FOR A TOTAL DISTANCE OF 372.65 FEET TO A 5/8 INCH IRON ROD SET MARKING THE NORTH CORNER OF A 0.291 ACRE TRACT OF LAND AS DESCRIBED BY A JUDGMENT OF COURT TO THE STATE OF TEXAS, RECORDED IN VOLUME 1249, PAGE 668 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 62° 00' 32" W THROUGH SAID 2.18 ACRE TRACT AND ALONG THE NORTHWEST LINE OF SAID 0.291 ACRE TRACT FOR A DISTANCE OF 249.61 FEET TO A 5/8 INCH IRON ROD SET ON THE NORTHEAST LINE OF STATE HIGHWAY NO. 6. FOR REFERENCE, A CONCRETE RIGHT-OF-WAY MARKER FOUND BEARS: S 30° 03' 42" E FOR A DISTANCE OF 162.50 FEET;

THENCE: N 30° 03' 42" W ALONG THE NORTHEAST LINE OF STATE HIGHWAY NO. 6 FOR A DISTANCE OF 285.00 FEET TO THE **POINT OF BEGINNING** CONTAINING 1.883 ACRES OF LAND AS SURVEYED ON THE GROUND AUGUST, 2008. SEE PLAT PREPARED SEPTEMBER, 2008 FOR MORE DESCRIPTIVE INFORMATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

C:/WORK/MAB/08-600.MAB



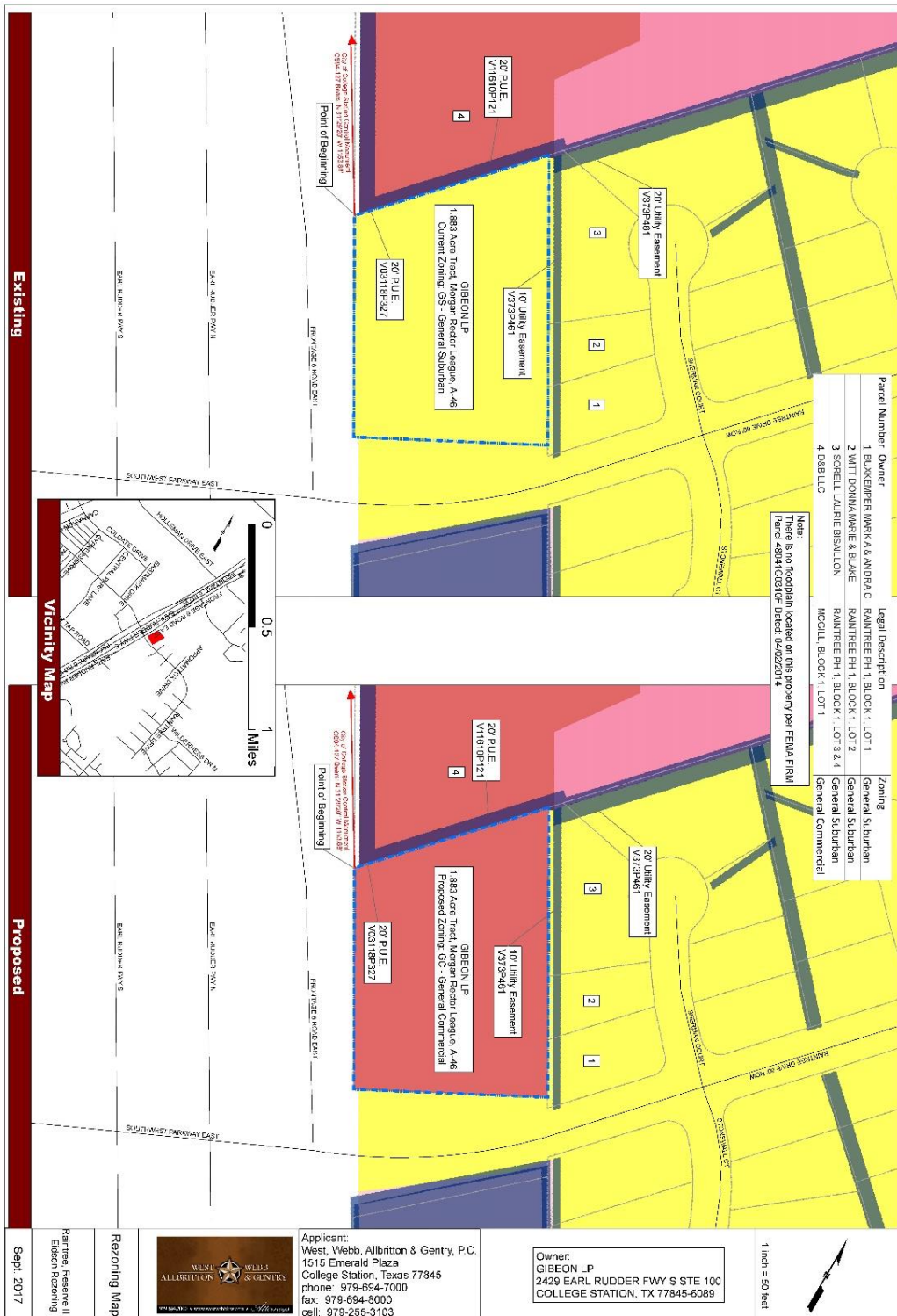
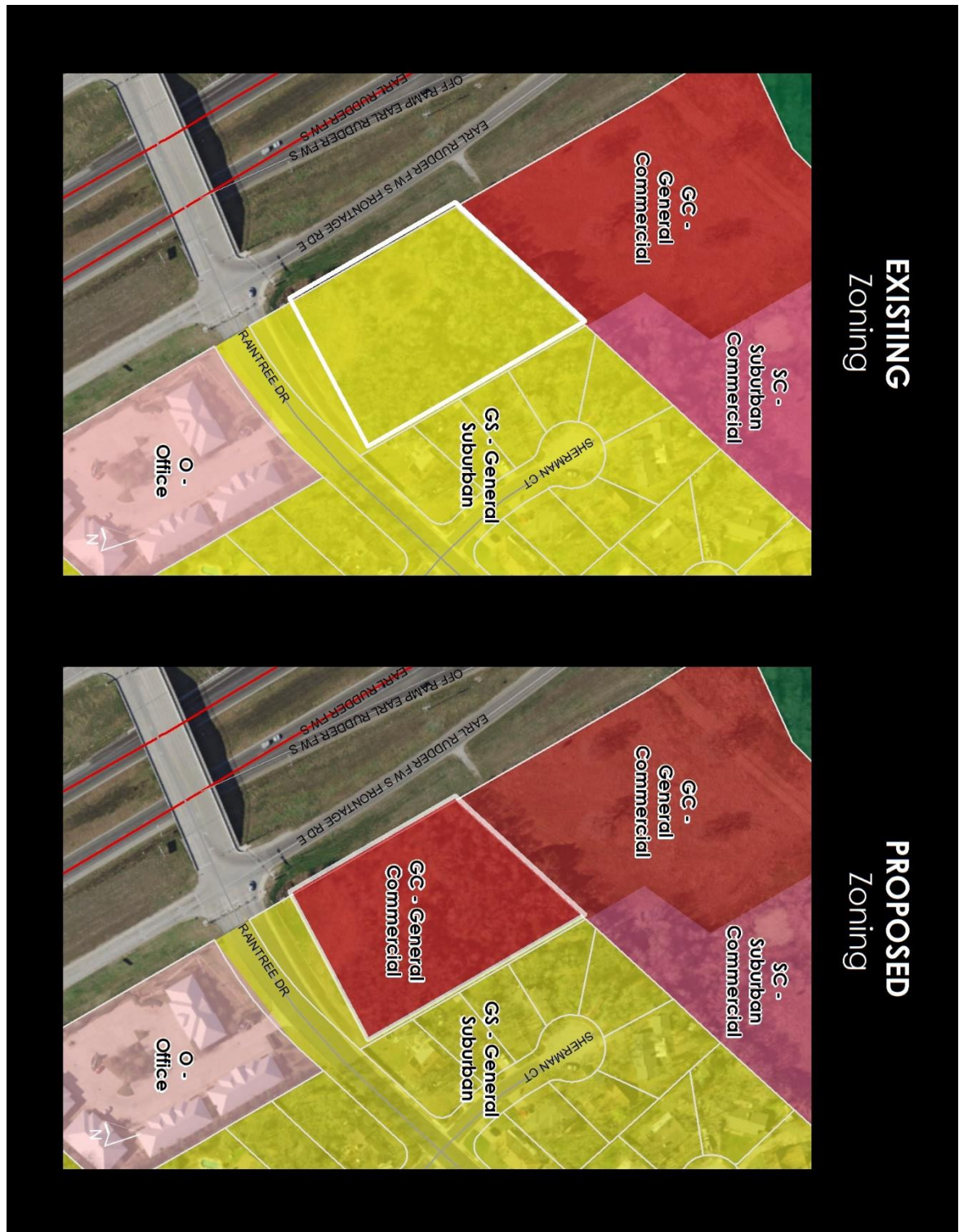
EXHIBIT "B"

Exhibit "C"



Legislation Details (With Text)

File #:	18-0137	Version:	1	Name:	Comprehensive Plan Amendment – Pebble Creek Phase 11
Type:	Comprehensive Plan	Status:			Agenda Ready
File created:	2/7/2018	In control:			City Council Regular
On agenda:	2/22/2018	Final action:			
Title:	Public Hearing, presentation, possible action, and discussion regarding an ordinance amending the Comprehensive Plan - Future Land Use & Character Map from Restricted Suburban to General Commercial for approximately 29 acres generally located at the intersection of Rock Prairie Road and William D. Fitch Parkway.				
Sponsors:	Lauren Hovde				
Indexes:					
Code sections:					
Attachments:	Background Information Vicinity Map and Aerial Comp Plan Exhibit Ordinance				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending the Comprehensive Plan - Future Land Use & Character Map from Restricted Suburban to General Commercial for approximately 29 acres generally located at the intersection of Rock Prairie Road and William D. Fitch Parkway.

Relationship to Strategic Goals:

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

Recommendation(s): The Planning & Zoning Commission heard this item on February 1, 2018 and voted 6-0 to recommend approval.

Summary: The applicant has requested an amendment to the Comprehensive Plan's Future Land Use and Character Map from Restricted Suburban to General Commercial. The site is currently partially developed as an active oil well. As this Comprehensive Plan Amendment could have significant impact on the future development of the surrounding area, which is largely rural in character, the upcoming 10-year update of the Comprehensive Plan would be the more appropriate time to further and comprehensively explore a change in the future land use designation.

REVIEW CRITERIA

- 1. Changed or changing conditions in the subject area or the City:** The subject property is located at the southern corner of the intersection of William D. Fitch Parkway and Rock Prairie Road. On the opposite corner to the north, the Hartzell Elkins Tract was recently rezoned from R Rural to Suburban Commercial, Estate, and Natural Areas Protected in September 2017. The City Council recently considered a Comprehensive Plan Amendment to general commercial for a tract near the subject property and denied the request.

Rock Prairie Road, currently a 2-lane rural section road, recently changed designations on the City's Thoroughfare Plan from a future 4-lane minor arterial to a future 4-lane major arterial. Since the 2009 Comprehensive Plan Adoption, William D Fitch, currently a 2-lane rural road that widens to 4-lanes at the intersection, remains the same future designation of a 6-lane major arterial on the Thoroughfare Plan.

- 2. Scope of the request:** The request is to amend the Comprehensive Plan Future Land Use and Character Map designation for approximately 29 acres from Restricted Suburban to General Commercial.

- 3. Availability of adequate information:** A General Commercial designation allows for future development of general commercial uses, including retail sales and service uses that function to serve both nearby residents and the larger community or region. Properties in this area are served through City of College Station Utilities and Wellborn SUD. College Station has an ability to serve water and sanitary sewer service to the proposed development, but additional infrastructure improvements may be needed with site development. A Traffic Impact Analysis is not required at the Comprehensive Plan Amendment stage. Depending on the end use, a Traffic Impact Analysis may be required at the site plan stage to verify that additional improvements to the transportation system are not warranted.

- 4. Consistency with the goals and strategies set forth in the Plan:** The goal for College Station's Future Land Use and Character is to create a community with strong, unique neighborhoods, protected rural areas, special districts, distinct corridors, and a protected and enhanced natural environment.

Consistent with the Comprehensive Plan, the intersection of Rock Prairie Road and William D. Fitch was not identified by the City's Economic Development Department as an area of interest for the promotion of General Commercial uses. As this amendment could become a precedent that could greatly affect land use, traffic patterns, and service demands within the surrounding area, Staff recommends that this request and its potential impact be studied with the upcoming 10-year update to the Comprehensive Plan.

- 5. Consideration of the Future Land Use & Character and/or Thoroughfare Plans:** The subject property is currently designated as Restricted Suburban on the Comprehensive Plan Future Land Use and Character Map. The proposed amendment is to General Commercial.

The current land use of Restricted Suburban is intended for moderate development consisting of medium-density single-family lots. These can average 8,000 square feet in area when clustered with open space or should consist of larger lots when not clustered. The proposed land use of General Commercial is intended for concentrations of commercial activities that cater both to nearby residents and to the entire community or region. Generally, these areas tend to be large in size and located near the intersection of two regionally significant roads (arterials and freeways). The upcoming 10-year update of the Comprehensive Plan is an

appropriate time to further explore the possibility of updating the recommendations for this area.

The Thoroughfare Plan shows the roadways surrounding the subject property at Suburban in context. The property has frontage to a future four-lane Major Arterial, Rock Prairie Road, and to a six-lane Major Arterial, William D. Fitch Parkway. A future two-lane minor collector is planned to extend through the parent tract which contains the subject property. The exact location of that minor collector will be discussed further during the zoning and platting stages of development.

6. Compatibility with the surrounding area: The proposed amendment to General Commercial would allow zoning for General Commercial uses including retail sales and service that function to serve the entire community and its visitors. Properties to the east, south, and west along are currently zoned R Rural and are respectively designated as Institutional/Public, Restricted Suburban, and Estate on the Future Land Use and Character Map. On the opposite corner to the north, the Hartzell Elkins Tract was recently rezoned from R Rural to Suburban Commercial, Estate, and Natural Areas Protected in September 2017.

Staff believes that amending the Comprehensive Plan to General Commercial in this area would not be compatible with the prevailing rural character and existing zoning in the area.

7. Impacts on infrastructure including water, wastewater, drainage, and the transportation network: Water Service will be served by City of College Station. There's an existing 18" water main along William D Fitch, and a 12-inch future water master plan line planned along Rock Prairie Rd. There's an existing 12-inch sewer line along William D Fitch. Public Infrastructures will be required to be designed and constructed in accordance with the B/CS Unified Design Guidelines. Existing Infrastructures appear to currently have capacity to adequately serve the propose use.

The Site is in the Lick Creek Drainage basin and generally drains towards Lick Creek Tributary 8. With Site development, detention will not be required per currently adopted Watershed Timing assessment if the site directly discharges into Lick Creek Tributary 8. Drainage improvements are required to be designed and constructed in accordance with B/CS Unified Storm Water design Guidelines, and site development impacts on the drainage systems will be evaluated further at that time.

The property has frontage to a future four-lane Major Arterial, Rock Prairie Road, and to a six-lane Major Arterial, William D. Fitch Parkway. Also a future Minor Collector on the southern side of the proposed land use change is planned on the thoroughfare plan. A Traffic Impact Analysis is not required at the Comprehensive Plan Amendment stage.

Drainage and other public infrastructure required with the site shall be designed and constructed in accordance with the BCS Unified Design Guidelines. Existing infrastructure appears to currently have capacity to adequately serve the proposed change in land use.

8. Impact on the City's ability to provide, fund, and maintain services: The proposed amendment for the subject property does not negatively impact the City's ability to provide, fund, and maintain services.

9. Impact on environmentally sensitive and natural areas: A drainage study will be required upon development of the site to ensure storm water movement post development

does not negatively impact the nearby Lick Creek Tributary and floodplain.

10. Contribution to the overall direction and character of the community as captured in the Plan's vision and goals: The goal for College Station's Future Land Use and Character is to create a community with strong, unique neighborhoods, protected rural areas, special districts, distinct corridors, and a protected and enhanced natural environment. As this amendment could become a precedent that affects land use, traffic patterns, and service demands within the surrounding area, Staff believes the upcoming 10-year update of the Comprehensive Plan would be the appropriate time to further explore the possibility of updating the recommendations for this area.

STAFF RECOMMENDATION

Staff recommends denial of the Comprehensive Plan amendment.

Budget & Financial Summary: N/A

Legal Review: Yes

Attachments:

1. Background Information
2. Vicinity and Aerial Maps
3. Comprehensive Plan Exhibit
4. Ordinance

NOTIFICATIONS

Advertised Commission Hearing Date: February 1, 2018
Advertised Council Hearing Dates: February 22, 2018

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

Williams Creek and Pebble Creek

Contacts in support: None
Contacts in opposition: Two
Inquiry contacts: One

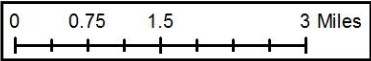
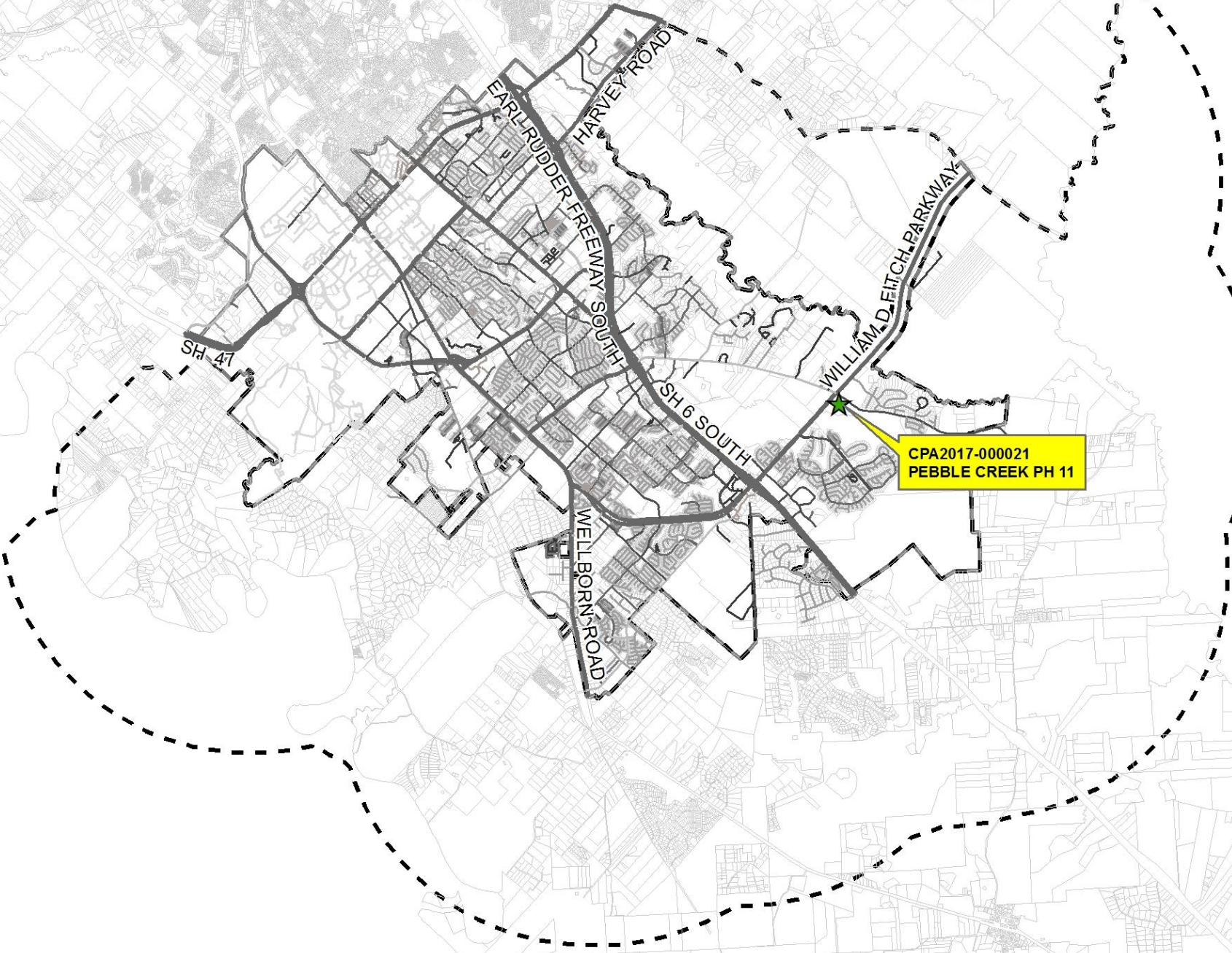
ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North (across William D Fitch Parkway)	Suburban Commercial	Suburban Commercial	Undeveloped
South	Natural Areas Reserved and Restricted Suburban	R Rural	Undeveloped
East (across Rock Prairie)	Estate	R Rural	Primarily undeveloped with an oil well
West (across William D Fitch Parkway)	Institutional/Public	R Rural	Public Facilities (CSISD Administrative Office and Bus Barn)

DEVELOPMENT HISTORY

Annexation: 1983
Zoning: A-O Agricultural Open upon annexation
A-O Agricultural Open renamed to R Rural in 2014
Final Plat: Not platted
Site development: Undeveloped

VICINITY MAP



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



City of College Station

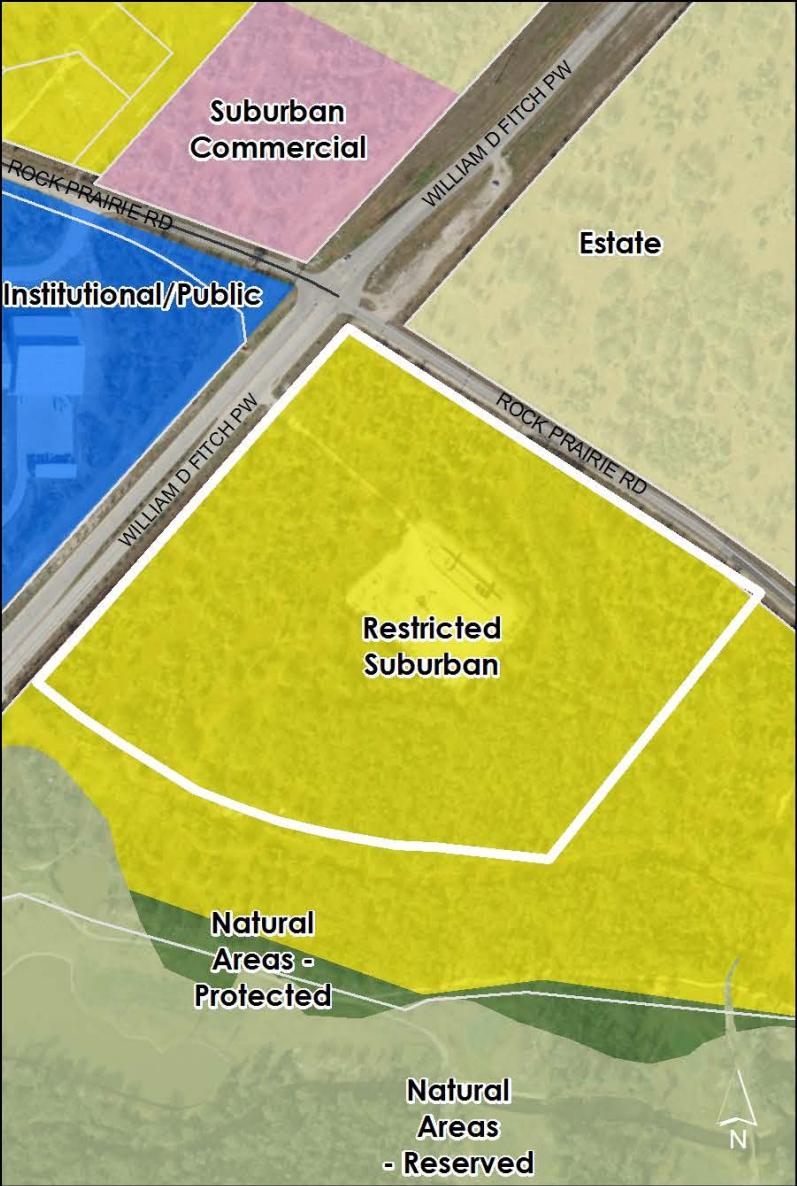


0 650 1,300 Feet

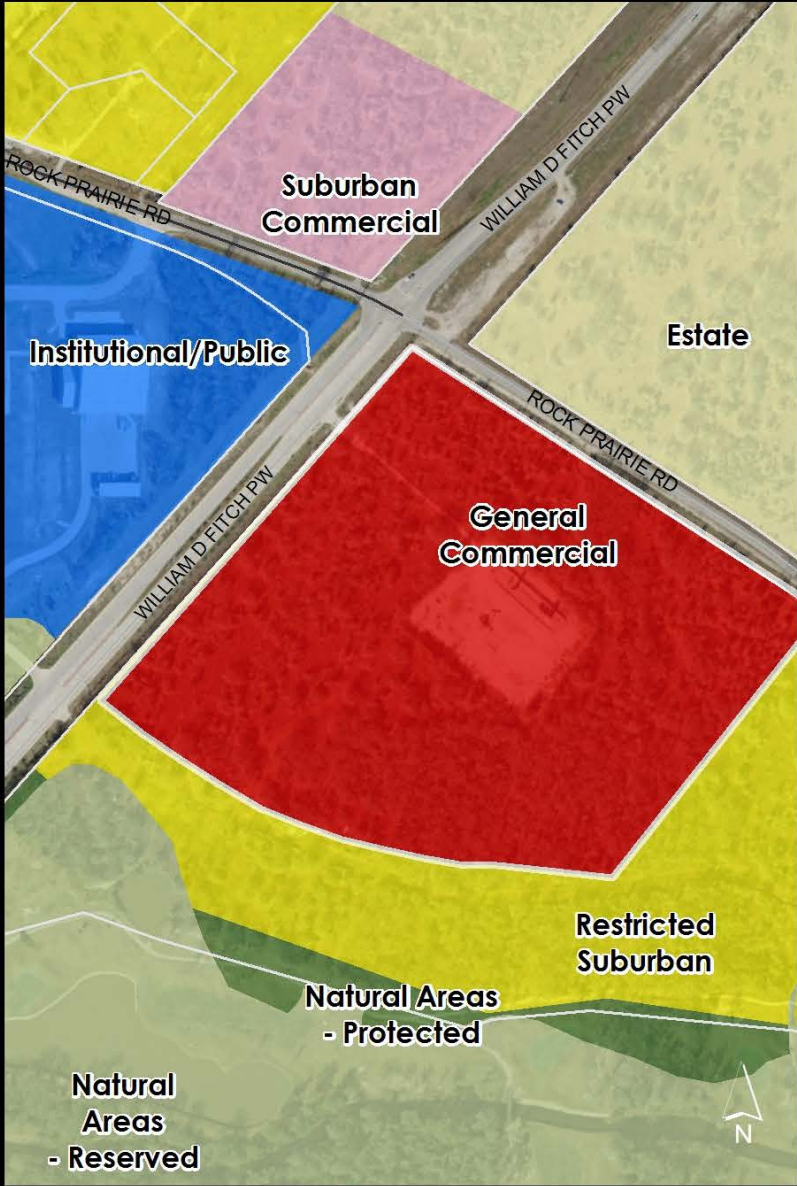
PEBBLE CREEK PH 11

Case: COMP PLAN AMENDMENT
CPA2017-000021

EXISTING Future Land Use



PROPOSED Future Land Use



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING THE COLLEGE STATION COMPREHENSIVE PLAN BY AMENDING THE COMPREHENSIVE PLAN – FUTURE LAND USE & CHARACTER MAP FROM RESTRICTED SUBURBAN TO GENERAL COMMERCIAL FOR APPROXIMATELY 29 ACRES GENERALLY LOCATED AT THE INTERSECTION OF WILLIAM D FITCH PARKWAY AND ROCK PRAIRIE ROAD; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

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

PART 1: That the “Comprehensive Plan of the City of College Station” is hereby amended by adding new Subsection C.2.ii of Exhibit “A” thereto as set out in Exhibit “A” attached hereto and made a part hereof; and by amending the “Comprehensive Plan Future Land Use and Character Map,” as set out in Exhibit “B” attached hereto for the identified area and made a part hereof for all purposes.

PART 2: That if any provisions of any section of this Ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this Ordinance, which shall remain in full force and effect.

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

PASSED, ADOPTED and APPROVED this 22nd day of February, 2018.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

That Ordinance No. 3186 adopting the “Comprehensive Plan of the City of College Station” as amended, is hereby amended by adding new subsection C.2.ii. to Exhibit “A” of said plan for Exhibit “A” to read in its entirety as follows:

“EXHIBIT ‘A’**A. Comprehensive Plan**

The College Station Comprehensive Plan (Ordinance 3186) is hereby adopted and consists of the following:

1. Introduction;
2. Community Character;
3. Neighborhood Integrity;
4. Economic Development;
5. Parks, Greenways & the Arts;
6. Transportation;
7. Municipal Services & Community Facilities;
8. Growth Management and Capacity; and
9. Implementation and Administration.

B. Master Plans

The following Master Plans are hereby adopted and made a part of the College Station Comprehensive Plan:

1. The Northgate Redevelopment Plan dated November 1996;
2. The Revised Wolf Pen Creek Master Plan dated 1998;
3. Northgate Redevelopment Implementation Plan dated July 2003;
4. East College Station Transportation Study dated May 2005;
5. Bicycle, Pedestrian, and Greenways Master Plan dated January 2010;
6. Central College Station Neighborhood Plan dated June 2010;
7. Eastgate Neighborhood Plan dated June 2011;
8. Parks, Recreation and Open Spaces Master Plan dated July 2011;
9. Southside Area Neighborhood Plan dated August 2012;
10. Medical District Master Plan dated October 2012;
11. Wellborn Community Plan dated April 2013;
12. Economic Development Master Plan dated September 2013;
13. South Knoll Area Neighborhood Plan dated September 2013;
14. The Water System Master Plan dated April 2017; and
15. The Wastewater System Master Plan dated April 2017.

C. Miscellaneous Amendments

The following miscellaneous amendments to the College Station Comprehensive Plan are as follows:

1. Text Amendments:

- a. Chapter 2 “Community Character,” “Growth Areas” by amending the text regarding Growth Area IV and Growth Area V – Ordinance 3376, dated October 2011.
 - b. Chapter 6 “Transportation” by amending the text regarding Complete Streets, Context Sensitive Solutions, Minimum Length and Additional Right-of-Way for Turn Lanes at Intersections, and Right-of-Way for Utilities – Ordinance 3729, dated December 10, 2015.
 - c. Chapter 2 “Community Character,” Chapter 3 “Neighborhood Integrity,” Chapter 4 “Economic Development,” Chapter 5 “Parks, Greenways, and the Arts,” and Chapter 7 “Municipal Services and Community Facilities” by amending the text based on the recommendation of the Comprehensive Plan Five-Year Evaluation & Appraisal Report – Ordinance 3730 dated December 10, 2015.
 - d. Chapter 8 “Growth Management & Capacity” by amending the text based on recommendations from the Annexation Task Force – Ordinance 3766, dated April 28, 2016.
 - e. Chapter 1, Section 10; Chapter 5, Section 1; Chapter 5, Section 4; Chapter 8, Section 17; and Chapter 9, Section 3; by amending the text – Ordinance 3951, dated October 12, 2017.
2. Future Land Use and Character Map Amendment:
- a. 301 Southwest Parkway – Ordinance 3255, dated July 2010.
 - b. Richards Subdivision – Ordinance 3376, dated October 2011.
 - c. Earl Rudder Freeway at University Oaks – Ordinance 3465, dated November 19, 2012
 - d. 1600 University Drive East – Ordinance 3535, dated November 14, 2013.
 - e. 2560 Earl Rudder Freeway S. – Ordinance 3541, dated December 12, 2013.
 - f. 13913 FM 2154. – Ordinance 3546, dated January 9, 2014.
 - g. 2021 Harvey Mitchell Parkway – Ordinance 3549, dated January 23, 2014.
 - h. 1201 Norton Lane – Ordinance 3555, dated February 27, 2014.
 - i. 3715 Rock Prairie Road West – Ordinance 3596, dated August 25, 2014.
 - j. 4201 Rock Prairie Road – Ordinance 3670, dated July 9, 2015.
 - k. The approximately 40 acres of land generally located east of FM 2154 (aka Wellborn Road), south of the Southern Trace Subdivision, west of State Highway 40 (aka William D. Fitch Parkway), and north of Westminster Subdivision – Ordinance 3731, dated December 10, 2015.
 - l. The approximately 120 acres of land generally located south of Barron Cut-Off Road, west of WS Phillips Parkway, north of the Castlegate II Subdivision, and east of the Wellborn Community – Ordinance 3732, dated December 10, 2015.
 - m. The approximately 900 acres of land generally located south of Greens Prairie Road West, east of the Sweetwater Subdivision, and north of Arrington Road – Ordinance 3733, dated December 10, 2015.
 - n. The approximately 17.788 acres of land generally located at the corner of Turkey Creek Road and Raymond Stotzer Parkway frontage road.– Ordinance 3752, dated March 10, 2016.

- o. The approximately 9 acres of land generally located north of the Crossroad Woods Subdivision near the intersection of Wellborn Road (FM 2154) and Greens Prairie Trail – Ordinance 3779, dated June 9, 2016
- p. The approximately 16 acres located at 8607 Rock Prairie Road, generally located at the north of Rock Prairie Road and west of William D. Fitch Parkway – Ordinance 3794, dated August 11, 2016.
- q. The approximately 14.25 acres of land located at 2501 Earl Rudder Freeway South, generally located north of North Forest Parkway and south of Raintree Drive, along the east side of Earl Rudder Freeway South – Ordinance 3799, dated August 25, 2016.
- r. The approximately 7 acres of land located along the south side of State Highway 30, south of Veterans Memorial Park – Ordinance 3828, dated October 27, 2016.
- s. The approximately 58 acres of land generally located along the east side of State Highway 6 South, north of W.D. Fitch parkway and south of the future Pebble Creek Parkway extension – Ordinance 3830, dated October 27, 2016.
- t. The approximately 2 acres of land generally located on Corsair Circle north of Pavilion Avenue – Ordinance 3846, dated December 8, 2016.
- u. The approximately 18 acres of land generally located at the southeast corner of Sebesta Road and Earl Rudder Freeway frontage road – Ordinance 3848, dated December 8, 2016.
- v. The approximately 6 acres of land being situated in the Pooh's Park Subdivision, Block 1, Lots 6-14 recorded in Volume 314, Page 618 of the deed records of Brazos County, Texas, located at 204, 206, 208, 210, 212, 214, 216, 218, and 220 Holleman Drive east, more generally southwest of the intersection of Holleman Drive East and Lassie Lane by – Ordinance 3850, dated January 12, 2017.
- w. The approximately 6.3 acres of land generally located northeast intersection of Copperfield Parkway and Crescent Pointe Parkway - Ordinance 3859, dated February 9, 2017.
- x. The approximately 11.3 acres of land generally located at the southeast intersection of Earl Rudder Freeway South and Emerald Parkway – Ordinance 3875, dated April 27, 2017.
- y. The approximately 232 acres of land generally located south of Rock Prairie Road - Ordinance 3877, dated April 27, 2017.
- z. The approximately 5.96 acres of land generally located in the northeast corner of Associates Avenue and Harvey Road intersection. – Ordinance 3879, dated April 27, 2017.
- aa. The approximately 4.74 acres of land generally located at the corner of Harvey Mitchell Parkway South and Raymond Stotzer Parkway – Ordinance 3882, dated May 11, 2017.
- bb. The approximately 3.2 acres of land generally located east of Copperfield Parkway and south of Harvey Road. – Ordinance 3884, dated May 11, 2017.
- cc. The approximately 3.34 acres of land generally located north of Raintree Drive along Earl Rudder Freeway South – Ordinance 3901, dated July 27, 2017.

- dd. The approximately 12.5 acres generally located west of Earl Rudder Freeway South along Harvey Mitchell Parkway – Ordinance 3903, dated July 27, 2017.
 - ee. The approximately 100 acres located along the east side of State Highway 6, south of The Business Park at College Station and north of the Texas World Speedway property- Ordinance 3906, dated July 27, 2017.
 - ff. The approximately 1.7 acres of land being generally located at 12055 FM 2154 - Ordinance 3921, dated August 24, 2017.
 - gg. The approximately 11 acres of land being generally located at 8822 Burgess Lane and near the east intersection of State Highway 47 and Raymond Stotzer Parkway – Ordinance 3965, dated December 14, 2017.
 - hh. The approximately 1.9 acres generally located at the intersection of Raintree Drive and Earl Rudder Freeway South by an Ordinance dated February 22, 2018.
 - ii. The approximately 29 acres of land being generally located at the intersection of William D. Fitch Parkway and Rock Prairie Road – by this ordinance, dated February 22, 2018.
3. Concept Map Amendment:
- a. Growth Area IV – Ordinance 3376, dated October 2011.
 - b. Growth Area V – Ordinance 3376, dated October 2011.
4. Thoroughfare Map Amendment:
- a. Raintree Drive – Ordinance 3375, dated October 2011.
 - b. Birkdale Drive – Ordinance 3375, dated October 2011.
 - c. Corsair Circle – Ordinance 3375, dated October 2011.
 - d. Deacon Drive – Ordinance 3375, dated October 2011.
 - e. Dartmouth Drive – Ordinance 3375, dated October 2011.
 - f. Farm to Market 60 – Ordinance 3375, dated October 2011.
 - g. Southwest Parkway – Ordinance 3375, dated October 2011.
 - h. Cain Road extension –Ordinance 3639, dated February 26, 2015.
 - i. Update to Chapter 6 Maps- Ordinance 3729, dated December 10, 2015.
 - j. South College Station Mobility Study – Ordinance 3827, dated October 27, 2016.
 - k. Pavilion Avenue extension --Ordinance 3885, dated May 11, 2017.
 - l. Future Minor Collector realigned to Harpers Ferry Road along Arrington Road – Ordinance 3949, dated October 12, 2017.
 - m. 2017 Thoroughfare Plan update to Map 6.6 – Ordinance 3962, dated November 20, 2017.
5. Bicycle, Pedestrian and Greenways Master Plan Amendment:
- a. Cain Road extension – Ordinance 3639, dated February 26, 2015
 - b. Update to Maps 5.4 and 5.5-- Ordinance 3729, dated December 10, 2015.
 - c. South College Station Mobility Study – Ordinance 3827, dated October 27, 2016.
 - d. Update to Maps 5.4 and 5.5 – Ordinance 3877, dated April 27, 2017.
 - e. 2017 Thoroughfare Plan update to Maps 5.4 and 5.5 – Ordinance 3962, dated November 20, 2017.
6. Parks and Recreation Master Plan Amendment:

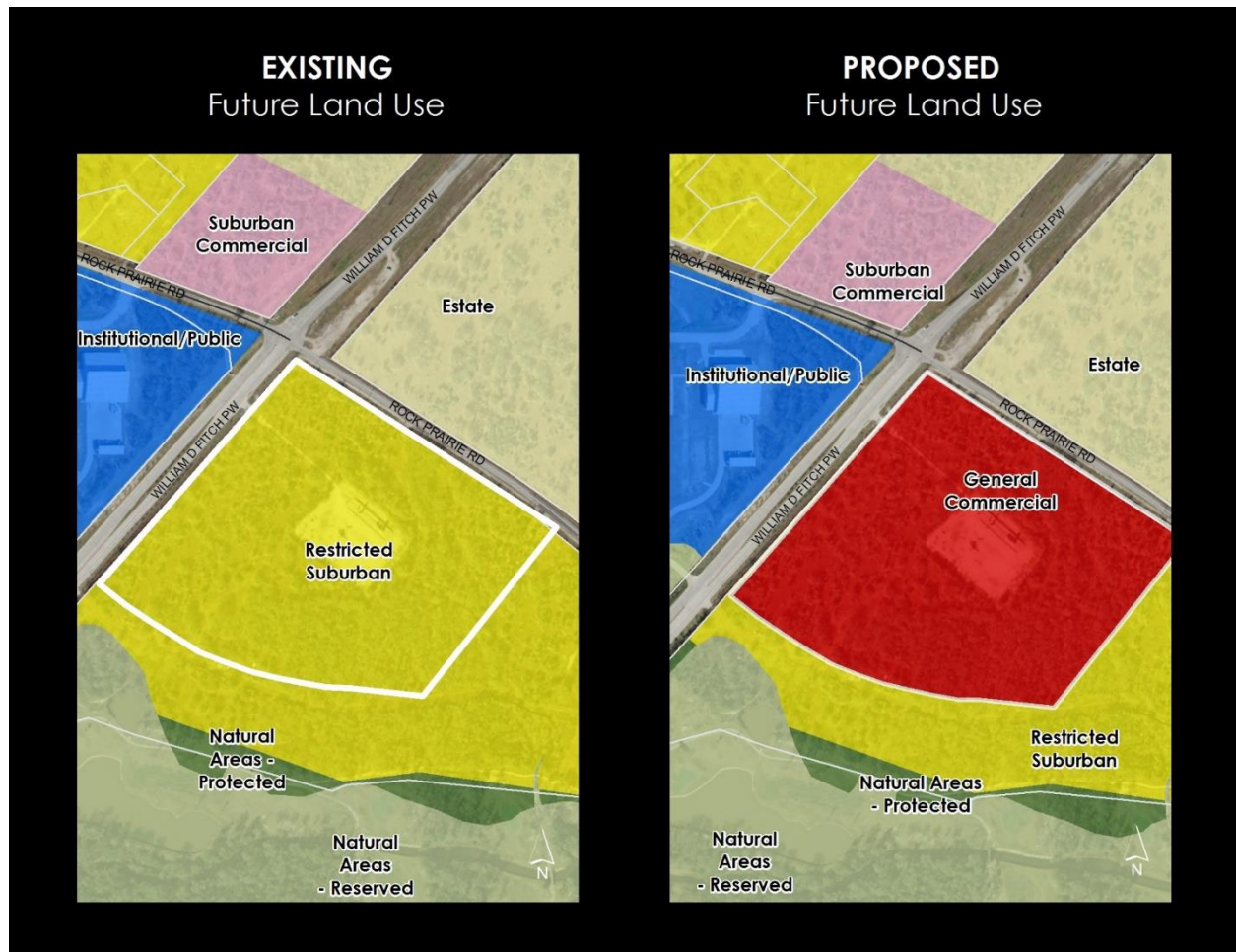
- a. Update to Map B/College Station Neighborhood Park Zone, to Map C/College Station Community Park Zone Map and to the text of Section 2 “Current Conditions and Trends,” subsection “Park Land,” paragraph five relating to said maps- Ordinance 3951, dated October 12, 2017.
7. Community and Neighborhood Plan Amendment:
 - a. Eastgate Neighborhood Plan, Chapter 1 - Community Character, “Site Development Area 1 – Lincoln Avenue” – Ordinance 3956, dated November 9, 2017.

D. General

1. Conflict. All parts of the College Station Comprehensive Plan and any amendments thereto shall be harmonized where possible to give effect to all. Only in the event of an irreconcilable conflict shall the later adopted ordinance prevail and then only to the extent necessary to avoid such conflict. Ordinances adopted at the same city council meeting without reference to another such ordinance shall be harmonized, if possible, so that effect may be given to each.
2. Purpose. The Comprehensive Plan is to be used as a guide for growth and development for the entire City and its extra-territorial jurisdiction (“ETJ”). The College Station Comprehensive Plan depicts generalized locations of proposed future land-uses, including thoroughfares, bikeways, pedestrian ways, parks, greenways, and waterlines that are subject to modification by the City to fit local conditions and budget constraints.
3. General nature of Future Land Use and Character. The College Station Comprehensive Plan, in particular the Future Land Use and Character Map found in A.3 above and any adopted amendments thereto, shall not be nor considered a zoning map, shall not constitute zoning regulations or establish zoning boundaries and shall not be site or parcel specific but shall be used to illustrate generalized locations.
4. General nature of College Station Comprehensive Plan. The College Station Comprehensive Plan, including the Thoroughfare Plan, Bicycle, Pedestrian, and Greenways Master Plan, Central College Station Neighborhood Plan, Water System Master Plan and any additions, amendments, master plans and subcategories thereto depict same in generalized terms including future locations; and are subject to modifications by the City to fit local conditions, budget constraints, cost participation, and right-of-way availability that warrant further refinement as development occurs. Linear routes such as bikeways, greenways, thoroughfares, pedestrian ways, waterlines and sewer lines that are a part of the College Station Comprehensive Plan may be relocated by the City 1,000 feet from the locations shown in the Plan without being considered an amendment thereto.
5. Reference. The term College Station Comprehensive Plan includes all of the above in its entirety as if presented in full herein, and as same may from time to time be amended.”

EXHIBIT B

That the “Comprehensive Plan of the City of College Station” is hereby amended by amending a portion of the map titled “Map 2.2-Future Land Use & Character” of Chapter 2 –Community Character” from Restricted Suburban to General Commercial shown as follows:



Legislation Details (With Text)

File #:	18-0139	Version:	1	Name:	UDO Amendments – Bicycle Parking
Type:	Unified Development Ordinance	Status:		Status:	Agenda Ready
File created:	2/8/2018	In control:		In control:	City Council Regular
On agenda:	2/22/2018	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A, “Unified Development Ordinance”, Section 7.2.J “Bicycle Facilities” and Section 7.3.J “Alternative Parking Plans” of the Code of Ordinances of the City of College Station related to bicycle parking requirements.				
Sponsors:	Alaina Helton				
Indexes:					
Code sections:					
Attachments:	Sec.7.2.J.Bicycle Facilities Redline Sec.7.3.J.Alternative Parking Plans Redline Ordinance				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A, “Unified Development Ordinance”, Section 7.2.J “Bicycle Facilities” and Section 7.3.J “Alternative Parking Plans” of the Code of Ordinances of the City of College Station related to bicycle parking requirements.

Relationship to Strategic Goals:

- Good Governance
- Diverse Growing Economy
- Improving Mobility

Recommendation(s): The Bicycle, Pedestrian, and Greenways Advisory Board heard this item at their February 5th meeting and voted 6-0 to recommend approval. The Planning & Zoning Commission will hear this item at their February 15th meeting. Their recommendation will be provided at the City Council meeting.

Summary: This item originated with the 2017 Planning & Zoning (P&Z) Commission Plan-of-Work and includes updates to the City’s bicycle parking standards. A brief overview of the process is provided below:

- September 5, 2017 - Staff presented this item to the Bicycle, Pedestrian, and Greenways (BPG) Advisory Board and received recommendations on Staff’s proposed changes.
- September 7, 2017 - Staff presented the BPG Board’s recommendations to the P&Z Commission and was directed to provide additional research and public input.
- October 19, 2017 - Staff presented additional proposals to the Commission, and received

direction on final recommendations.

- November 20, 2017 - Staff presented the P&Z Commission and BPG Advisory Boards recommendations to City Council for discussion. Council directed Staff to move forward with a combination of Staff and the BPG Board recommendations, which are outlined below:

Summary of Changes

- Eliminate required bicycle parking for Self-Storage uses, Industrial and Manufacturing land uses, as well as property located in the Rural Zoning District.
- Reduce the minimum bicycle parking requirements from four to two spaces and change the calculation for the required number bicycle parking spaces to be based upon the number of automobile parking spaces.
- Modify the location and design standards for bicycle parking to allow flexibility in placement.
- Provide for reductions in automobile parking requirements for developments that provide bicycle parking above the minimum requirements.

Budget & Financial Summary: N/A

Legal Review: Yes

Attachments:

1. UDO Section 7.2.J - Redlined
2. UDO Section 7.3.J - Redlined
3. Ordinance

J. Bicycle Facilities.

1. Number Required.

- a. For sites subject to the Non-Residential Architectural Standards of this UDO except for Mini-Warehouse/Self-Storage, Industrial and Manufacturing land uses, and property located in the Rural Zoning District. MU Mixed-Use districts: The number of bicycle parking spaces shall be as set forth in the chart below (Figure 1) and in any event no less than two (2) bicycle parking spaces must be provided.

~~Each primary building shall provide a facility capable of storing a minimum of four (4) bicycles.~~

- b. Bicycle Parking Requirements: The number of bicycle parking spaces shall be based on the required automobile parking spaces and shall be provided in accordance with the following.

Fig. 1: Bicycle Parking Standard Chart

<u>Non-Residential</u>	<u>0-40 required auto spaces = 2 short-term bicycle parking spaces minimum</u> <u>41-80 required auto spaces = 4 short-term bicycle parking spaces minimum</u> <u>81-120 required auto spaces = 6 short-term bicycle parking spaces minimum</u> <u>121+ required auto spaces = 8 short-term bicycle parking spaces minimum</u>
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- c. Notwithstanding the above, In multi-tenant buildings in excess of twenty thousand (20,000) gross square feet, one (1) or more facilities capable of storing eight (8) bicycles shall be provided at a minimum.

- ~~a.d.~~ In MU Mixed-Use districts, bicycle storage facilities shall be provided at a rate [of] one (1) bicycle for every 15,000 square feet of non-residential uses, and one (1) bicycle for every two (2) dwelling units.

- ~~b.e.~~ Refer to the Alternative Parking Plan Section for the potential to substitute additional bicycle facilities for vehicular parking.

2. Placement and Design.

- a. Facilities shall be separated from motor vehicle parking to protect both bicycles and vehicles from accidental damage and shall be sufficiently separated from building or other walls, landscaping, or other features to allow for ease and encouragement of use. This separation shall be a minimum of three (3) feet.

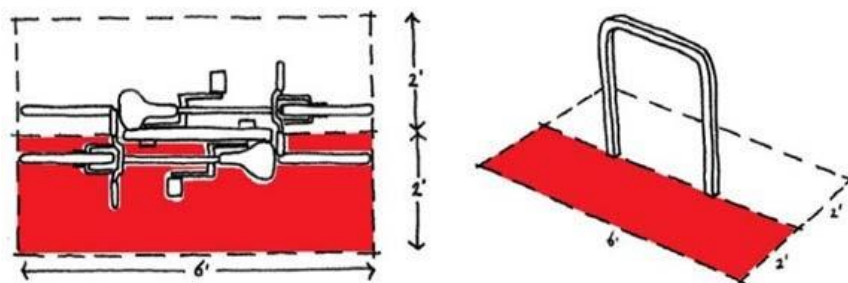
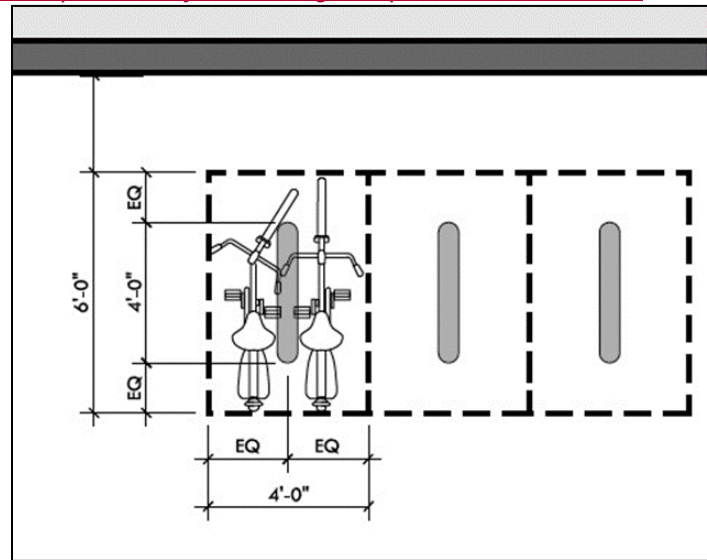
- b. Bicycle Corrals: In areas with limited sidewalk space and frequent bicycle activity, bicycle parking may be provided in "bike corrals" located in the vehicular parking area adjacent to a curb. Design will be considered as context dictates as approved by the Administrator.

Bicycle corrals shall be designed to distinguish and define the parking stall they inhabit for visibility and safety purposes. The corral should be well defined, such as generally surrounded by a painted white box on the pavement with flexible vertical delineators and a wheel stop where vehicles in adjacent parking spots might back into the corral. See example image below:



- cb. Where bicycle facilities are provided for ~~two~~^{four} (24) bicycles, a standard footprint which is at least four feet wide by six feet long shall be used.~~the area for such a facility shall be approximately fifty-four (54) square feet in area, approximately nine (9) feet by six (6) feet or as approved by the Administrator.~~

Fig. 2: Examples of Bicycle Parking Footprint and Dimensions



- de. Facilities shall be placed in clearly designated, safe, and convenient locations and such that no primary building entrance is further than one hundred fifty (150) feet from a bicycle facility.
- ed. Bicycles may be permitted on sidewalks or other paved surfaces provided that the bicycles do not block or interfere with pedestrian or vehicular traffic.
- fe. Bicycle facilities shall be constructed so as to enable the user to secure a bicycle by locking the frame and one (1) wheel of each bicycle parked therein. Facilities must be easily usable

with both U-locks and cable locks and support the bicycle frame at two (2) points. Facilities shall be anchored securely to the ground.

J. **Alternative Parking Plans.**

1. **Scope.**

An "Alternative Parking Plan" represents a proposal to meet vehicle parking and transportation access needs by means other than providing parking spaces on-site in accordance with the ratios established in Section 12-7.3.I, Number of Off-Street Parking Spaces Required.

2. **Applicability.**

Applicants who wish to provide fewer or more off-street parking spaces than allowed above shall be required to secure approval of an Alternative Parking Plan, in accordance with the standards of this Section. The Administrator may require that an Alternative Parking Plan be submitted in cases where the Administrator deems the listed standard to be inappropriate based on the unique nature of the use or in cases where the applicable standard is unclear.'

3. **Contents.**

Alternative Parking Plans shall be submitted in a form established by the Administrator and made available to the public. At a minimum, such plans shall detail the type of alternative proposed and the rationale for such a proposal.

4. **Review and Approval Procedure.**

The Administrator shall be authorized to approve Alternative Parking Plans. Appeals of the Administrator's decision may be made to the Planning and Zoning Commission.

5. **Recording.**

An attested copy of an approved Alternative Parking Plan shall be submitted to the County Clerk's office for recordation on forms made available in the Department of Development Services. Proof of recordation of the agreement shall be presented to the Administrator prior to issuance of a Building Permit. An approved Alternative Parking Plan may be amended by the Administrator.

6. **Eligible Alternatives.**

A number of specific parking and access alternatives are described below. The Administrator shall, however, be authorized to consider and approve any alternative to providing off-street parking spaces on the site of the subject development if the applicant demonstrates that the proposed plan shall result in a better situation with respect to surrounding neighborhoods, City-wide traffic circulation, and urban design than would strict compliance with otherwise applicable off-street parking standards.

a. **Demand-Based Parking.**

When the developer of a non-residential or multi-family development can demonstrate that such development will require fewer parking spaces than required by the standards of this Section, the Administrator may permit a reduction in the number of required parking spaces for the development. Such a reduction in parking spaces shall be justified by the applicant through the development of a parking study prepared by a professional engineer or transportation planner and submitted to the Administrator. Duplex, townhomes and single family developments are not eligible for the demand-based parking option.

b. **Shared Parking.**

The Administrator may authorize a reduction in the number of required off-street parking spaces for multiple-use developments or for uses that are located near one another and that have different peak parking demands or different operating hours. Shared parking shall be subject to the following standards:

1) **Location.**

Shared off-street parking spaces shall be located no farther than five hundred (500) feet from the building site. The Administrator may waive this distance limitation, if adequate assurances are offered regarding the usability of the shared lot and the principle use (such as the operation of a van or shuttle service, etc.).

2) Zoning Classification.

Shared-parking areas shall be considered accessory uses of principal uses that the parking spaces are intended to serve. Shared parking areas shall require the same or a more intensive zoning classification than that required for the most intensive of the uses served by the shared parking area;

3) Required Study and Analysis.

The applicant shall submit a shared parking analysis to the Administrator that clearly demonstrates the feasibility of shared parking. The study shall be provided in a form established by the Administrator and made available to the public. It shall address, at a minimum, the size and type of the proposed development, the composition of tenants, the anticipated rate of parking turnover, and the anticipated peak parking and traffic loads for all uses that shall be sharing off-street parking spaces. The Administrator shall have the authority to require a revised study and analysis should conditions change that may result in a change in site parking conditions;

4) Shared Parking Agreement.

A shared parking plan shall be enforced through written agreement among the owners of record. An attested copy of the agreement shall be submitted to the County Clerk's office for recordation on forms made available in the Department of Development Services. Proof of recordation of the agreement shall be presented to the Administrator prior to issuance of a Building Permit. If a shared parking agreement is revoked by the parties to the agreement, either off-street parking must be provided pursuant to this Section or an Alternative Parking Plan must be approved by the Administrator; and

5) Revocation.

Failure to comply with the shared parking provisions of this Section shall constitute a violation of this UDO and shall specifically be cause for revocation of a Certificate of Occupancy or Building Permit.

c. Off-Site Parking .

The Administrator may permit all or a portion of the required off-street parking spaces to be located on a remote and separate lot from the lot on which the principal use is located, subject to the standards of this Section.

1) Location.

No off-site parking space shall be located more than five hundred (500) feet from the building site. The Administrator may waive this distance limitation if adequate assurances are offered regarding the usability of the off-site lot and the principle use (such as the operation of a van or shuttle service, etc.).

2) Zoning Classification.

Off-site parking areas shall be considered accessory uses of principal uses that the parking spaces are intended to serve. Off-site parking areas shall require the same or a more intensive zoning classification than that required for the use served;

3) Off-Site Parking Agreement.

In the event that an off-site parking area is not under the same ownership as the principal use served, a written agreement among the owners of record shall be required. An attested copy of the agreement between the owners of record shall be submitted to the County Clerk's Office for recordation on forms made available in the office of the Administrator. Proof of recordation of the agreement shall be presented to the Administrator prior to issuance of a Building Permit. If an off-site parking agreement is revoked by the parties to the agreement, either off-street parking must be provided on-site pursuant to this Section or an Alternative Parking Plan must be approved by the Administrator.

d. **Bicycle Parking .**

The Administrator may authorize reducing the number of required off-street parking spaces by up to five percent (5%) for developments or uses that make ~~The Administrator may authorize a reduction in the number of required off-street parking spaces for developments or uses that make~~ special provisions to accommodate bicyclists. Examples of accommodations include bicycle lockers, employee shower facilities, ~~and~~ dressing areas for employees, or the provision of bicycle parking spaces above the minimum requirements provided that adequate accessibility by motor vehicle and bicycle to the subject site is maintained. For developments that provide bicycle parking spaces above the minimum requirements, the reduction in automobile parking spaces shall be calculated at a one-to-one ratio.

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A, “UNIFIED DEVELOPMENT ORDINANCE,” SECTION 7.2.J, “BICYCLE FACILITIES”, AND SECTION 7.3.J “ALTERNATIVE PARKING PLANS”, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO BICYCLE FACILITIES; 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 7, “General Development Standards”, Section 7.2.J, “Bicycle Facilities”, and Section 7.3.J, “Alternative Parking Plans”, 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 22nd day of February, 2018.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Appendix A, “Unified Development Ordinance,” Article 7, “General Development Standards”, Section 7.2.J, “Bicycle Facilities”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

“J. Bicycle Facilities.

1. Number Required.

- a. For sites subject to the Non-Residential Architectural Standards of this UDO except for Mini-Warehouse/Self-Storage, Industrial and Manufacturing land uses, and property located in the Rural Zoning District. The number of bicycle parking spaces shall be as set forth in the chart below (Figure 1) and in any event no less than two (2) bicycle parking spaces must be provided.
- b. Bicycle Parking Requirements: The number of bicycle parking spaces shall be based on the required automobile parking spaces and shall be provided in accordance with the following.

Fig. 1: Bicycle Parking Standard Chart

<u>Non-Residential</u>	<u>0-40 required auto spaces = 2 short-term bicycle parking spaces minimum</u> <u>41-80 required auto spaces = 4 short-term bicycle parking spaces minimum</u> <u>81-120 required auto spaces = 6 short-term bicycle parking spaces minimum</u> <u>121+ required auto spaces = 8 short-term bicycle parking spaces minimum</u>
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- c. Notwithstanding the above, in multi-tenant buildings in excess of twenty thousand (20,000) gross square feet, one (1) or more facilities capable of storing eight (8) bicycles shall be provided at a minimum.
- d. In MU Mixed-Use districts, bicycle storage facilities shall be provided at a rate [of] one (1) bicycle for every 15,000 square feet of non-residential uses, and one (1) bicycle for every two (2) dwelling units.
- e. Refer to the Alternative Parking Plan Section for the potential to substitute additional bicycle facilities for vehicular parking.

2. Placement and Design.

- a. Facilities shall be separated from motor vehicle parking to protect both bicycles and vehicles from accidental damage and shall be sufficiently separated from building or other walls, landscaping, or other features to allow for ease and encouragement of use. This separation shall be a minimum of three (3) feet.

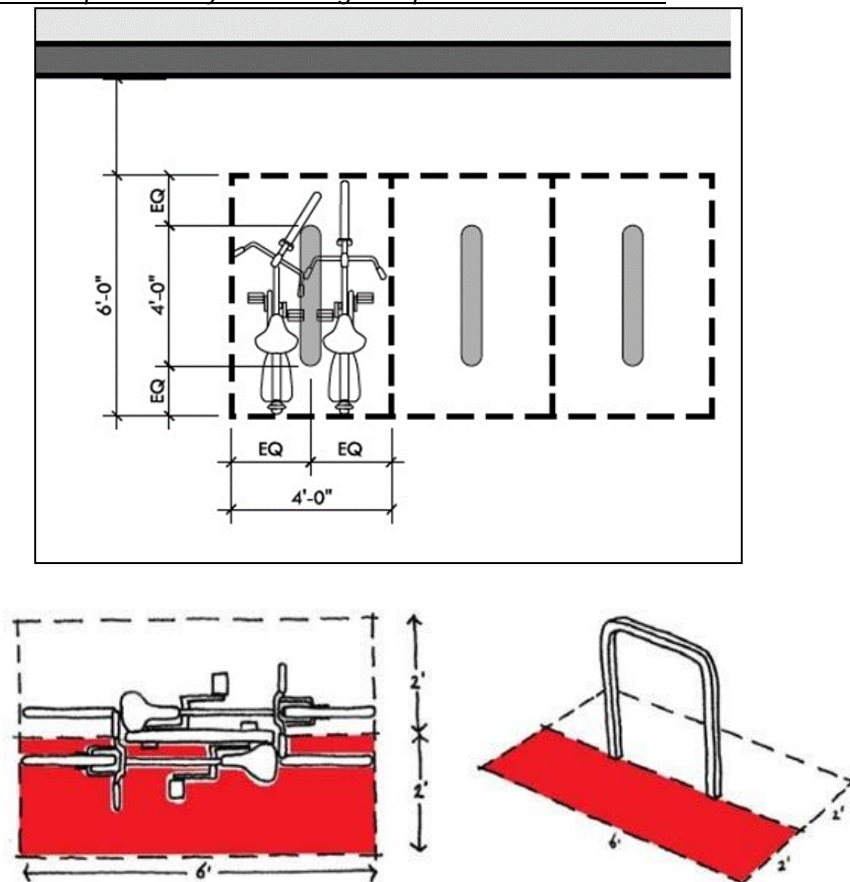
- b. Bicycle Corrals: In areas with limited sidewalk space and frequent bicycle activity, bicycle parking may be provided in “bike corrals” located in the vehicular parking area adjacent to a curb. Design will be considered as context dictates as approved by the Administrator.

Bicycle corrals shall be designed to distinguish and define the parking stall they inhabit for visibility and safety purposes. The corral should be well defined, such as generally surrounded by a painted white box on the pavement with flexible vertical delineators and a wheel stop where vehicles in adjacent parking spots might back into the corral. See example image below:



- c. Where bicycle facilities are provided for two (2) bicycles, a standard footprint which is at least four feet wide by six feet long shall be used.

Fig. 2: Examples of Bicycle Parking Footprint and Dimensions



- d. Facilities shall be placed in clearly designated, safe, and convenient locations and such that no primary building entrance is further than one hundred fifty (150) feet from a bicycle facility.
- e. Bicycles may be permitted on sidewalks or other paved surfaces provided that the bicycles do not block or interfere with pedestrian or vehicular traffic.
- f. Bicycle facilities shall be constructed so as to enable the user to secure a bicycle by locking the frame and one (1) wheel of each bicycle parked therein. Facilities must be easily usable with both U-locks and cable locks and support the bicycle frame at two (2) points. Facilities shall be anchored securely to the ground."

Exhibit B

That Appendix A, “Unified Development Ordinance,” Article 7, “General Development Standards”, Section 7.3.J, “Alternative Parking Plans”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

“J. Alternative Parking Plans.

1. Scope.

An "Alternative Parking Plan" represents a proposal to meet vehicle parking and transportation access needs by means other than providing parking spaces on-site in accordance with the ratios established in Section 7.3.I, Number of Off-Street Parking Spaces Required.

2. Applicability.

Applicants who wish to provide fewer or more off-street parking spaces than allowed above shall be required to secure approval of an Alternative Parking Plan, in accordance with the standards of this Section. The Administrator may require that an Alternative Parking Plan be submitted in cases where the Administrator deems the listed standard to be inappropriate based on the unique nature of the use or in cases where the applicable standard is unclear.'

3. Contents.

Alternative Parking Plans shall be submitted in a form established by the Administrator and made available to the public. At a minimum, such plans shall detail the type of alternative proposed and the rationale for such a proposal.

4. Review and Approval Procedure.

The Administrator shall be authorized to approve Alternative Parking Plans. Appeals of the Administrator's decision may be made to the Planning and Zoning Commission.

5. Recording.

An attested copy of an approved Alternative Parking Plan shall be submitted to the County Clerk's office for recordation on forms made available in the Department of Development Services. Proof of recordation of the agreement shall be presented to the Administrator prior to issuance of a Building Permit. An approved Alternative Parking Plan may be amended by the Administrator.

6. Eligible Alternatives.

A number of specific parking and access alternatives are described below. The Administrator shall, however, be authorized to consider and approve any alternative to providing off-street parking spaces on the site of the subject development if the applicant demonstrates that the proposed plan shall result in a better situation with respect to surrounding neighborhoods, City-wide traffic circulation, and urban design than would strict compliance with otherwise applicable off-street parking standards.

a. Demand-Based Parking.

When the developer of a non-residential or multi-family development can demonstrate that such development will require fewer parking spaces than required by the standards of this Section, the Administrator may permit a reduction in the number of required parking spaces for the development. Such a reduction in parking spaces shall be justified by the applicant through the development of a parking study prepared by a professional engineer or

transportation planner and submitted to the Administrator. Duplex, townhomes and single family developments are not eligible for the demand-based parking option.

b. Shared Parking.

The Administrator may authorize a reduction in the number of required off-street parking spaces for multiple-use developments or for uses that are located near one another and that have different peak parking demands or different operating hours. Shared parking shall be subject to the following standards:

1) Location.

Shared off-street parking spaces shall be located no farther than five hundred (500) feet from the building site. The Administrator may waive this distance limitation, if adequate assurances are offered regarding the usability of the shared lot and the principle use (such as the operation of a van or shuttle service, etc.).

2) Zoning Classification.

Shared-parking areas shall be considered accessory uses of principal uses that the parking spaces are intended to serve. Shared parking areas shall require the same or a more intensive zoning classification than that required for the most intensive of the uses served by the shared parking area;

3) Required Study and Analysis.

The applicant shall submit a shared parking analysis to the Administrator that clearly demonstrates the feasibility of shared parking. The study shall be provided in a form established by the Administrator and made available to the public. It shall address, at a minimum, the size and type of the proposed development, the composition of tenants, the anticipated rate of parking turnover, and the anticipated peak parking and traffic loads for all uses that shall be sharing off-street parking spaces. The Administrator shall have the authority to require a revised study and analysis should conditions change that may result in a change in site parking conditions;

4) Shared Parking Agreement.

A shared parking plan shall be enforced through written agreement among the owners of record. An attested copy of the agreement shall be submitted to the County Clerk's office for recordation on forms made available in the Department of Development Services. Proof of recordation of the agreement shall be presented to the Administrator prior to issuance of a Building Permit. If a shared parking agreement is revoked by the parties to the agreement, either off-street parking must be provided pursuant to this Section or an Alternative Parking Plan must be approved by the Administrator; and

5) Revocation.

Failure to comply with the shared parking provisions of this Section shall constitute a violation of this UDO and shall specifically be cause for revocation of a Certificate of Occupancy or Building Permit.

c. Off-Site Parking.

The Administrator may permit all or a portion of the required off-street parking spaces to be located on a remote and separate lot from the lot on which the principal use is located, subject to the standards of this Section.

1) Location.

No off-site parking space shall be located more than five hundred (500) feet from the building site. The Administrator may waive this distance limitation if adequate

assurances are offered regarding the usability of the off-site lot and the principle use (such as the operation of a van or shuttle service, etc.).

2) **Zoning Classification.**

Off-site parking areas shall be considered accessory uses of principal uses that the parking spaces are intended to serve. Off-site parking areas shall require the same or a more intensive zoning classification than that required for the use served;

3) **Off-Site Parking Agreement.**

In the event that an off-site parking area is not under the same ownership as the principal use served, a written agreement among the owners of record shall be required. An attested copy of the agreement between the owners of record shall be submitted to the County Clerk's Office for recordation on forms made available in the office of the Administrator. Proof of recordation of the agreement shall be presented to the Administrator prior to issuance of a Building Permit. If an off-site parking agreement is revoked by the parties to the agreement, either off-street parking must be provided on-site pursuant to this Section or an Alternative Parking Plan must be approved by the Administrator.

d. **Bicycle Parking.**

The Administrator may authorize reducing the number of required off-street parking spaces by up to five percent (5%) for developments or uses that make special provisions to accommodate bicyclists. Examples of accommodations include bicycle lockers, employee shower facilities, dressing areas for employees, or the provision of bicycle parking spaces above the minimum requirements provided that adequate accessibility by motor vehicle and bicycle to the subject site is maintained. For developments that provide bicycle parking spaces above the minimum requirements, the reduction in automobile parking spaces shall be calculated at a one-to-one ratio."



Legislation Details (With Text)

File #:	18-0142	Version:	1	Name:	UDO Amendments – Architectural Requirements
Type:	Unified Development Ordinance	Status:		Status:	Agenda Ready
File created:	2/9/2018	In control:		In control:	City Council Regular
On agenda:	2/22/2018	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A, “Unified Development Ordinance,” Section 2.2 “Planning and Zoning Commission”, Section 2.8 “Administrator”, Section 5.8 “Design Districts”, Section 5.10 “Overlay Districts”, and Section 7.10 “Non-Residential Architectural Standards” as it relates to screening, architectural features, and the color palette.				
Sponsors:	Lauren Hovde				
Indexes:					
Code sections:					
Attachments:	UDO Article 2 - Redlined UDO Article 5 - Redlined UDO Article 7 - Redlined Ordinance				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A, “Unified Development Ordinance,” Section 2.2 “Planning and Zoning Commission”, Section 2.8 “Administrator”, Section 5.8 “Design Districts”, Section 5.10 “Overlay Districts”, and Section 7.10 “Non-Residential Architectural Standards” as it relates to screening, architectural features, and the color palette.

Relationship to Strategic Goals:

- Good Governance
- Diverse Growing Economy

Recommendation(s): This item originated with the 2017 Planning & Zoning (P&Z) Commission Plan-of-Work and is intended to help streamline the development review process and ease non-residential architectural requirements.

Summary: A summary of the proposed changes is provided below:

- Amendments to Section 2.2 “Planning and Zoning Commission” and Section 2.8 “Administrator” include the removal of authority in reference to the color palette
- Amendments to Section 5.8 “Design Districts” and Section 5.10 “Overlay Districts” include the removal of references to the color palette
- Amendments to Section 7.10 “Non-Residential Architectural Standards” include:
 - o Removal of references to the color palette,
 - o Removal of mechanical screening requirement for all zoning districts other than

- Suburban Commercial and Wellborn Commercial; and,
- o Add architectural relief options.

Budget & Financial Summary: N/A

Attachments:

1. UDO Article 2 - Redlined
2. UDO Article 5 - Redlined
3. UDO Article 7 - Redlined
4. Ordinance

- **Sec. 2.2. - Planning and Zoning Commission.**

- A. Creation.**

- The City Council shall provide for the appointment of a Planning and Zoning Commission and the regulations and restrictions adopted shall be pursuant to the provisions of applicable statutory requirements of the State of Texas.

- B. Membership and Terms.**

- 1. Number, Appointment.**

- A Planning and Zoning Commission is hereby created to consist of seven (7) members. Members shall be residents of the City and eligible voters. Additionally, one (1) or more ad hoc members may be appointed as needed or desired to review impact fee land use assumptions and capital improvements plans and to perform such other duties in accordance with Chapter 395 of the Texas Local Government Code.

- 2. Terms.**

- Terms of members of the Planning and Zoning Commission shall be for two (2) years or until their successors are appointed. Four (4) members shall be appointed in even-numbered years and three (3) members shall be appointed in odd-numbered years.

- 3. Term Limits.**

- Terms of office shall be limited to three (3) consecutive two-year terms or seven (7) consecutive years.

- 4. Vacancies.**

- Vacancies shall be filled by the City Council for the unexpired term of any member whose position becomes vacant.

- C. Officers, Meetings, Quorum.**

- 1. Officers.**

- A Chairperson shall be appointed annually by the City Council. The Planning and Zoning Commission shall select a Vice-Chair from among its members as needed.

- 2. Meetings.**

- Members of the Planning and Zoning Commission shall meet regularly and the Chairperson shall designate the time and place of such meetings. All meetings of the Commission where a quorum is present shall be open to the public.

- 3. Quorum.**

- Four (4) members shall constitute a quorum for the transaction of any business. Any recommendation advanced to the City Council without a majority of positive votes from those members present shall be deemed a negative report.

- 4. Rules of Proceeding.**

- The Planning and Zoning Commission shall adopt its own rules of procedure.

- 5. Minutes.**

- The Planning and Zoning Commission shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating that fact and shall keep records of its examinations and other official actions, all of

which shall be immediately filed in the office of the Administrator and shall be a public record.

D. Powers and Duties.

The Planning and Zoning Commission shall have the following powers and duties:

1. Comprehensive Plan.

The Planning and Zoning Commission shall make recommendations for the effective coordination of the various City departments, committees, and boards, in implementing the Comprehensive Plan.

2. Recommendations.

The Planning and Zoning Commission shall review and make recommendations to the City Council subject to the terms and conditions set forth for such uses in this UDO for the following:

- a. Conditional use permits;
- b. Zoning map amendments (rezoning);
- c. Concept Plans for Planned Development Districts (PDD) and Planned Mixed-Use Districts (P-MUD);
- d. Text amendments;
- e. Comprehensive Plan amendments;
- f. Impact fee land use decisions;
- g. Capital Improvement Plan (CIP) priorities;
- h. Annexations; and
- i. Petitions to form a Municipal Utility District.

3. Final Action.

The Planning and Zoning Commission shall hear and take final action on the following:

- a. Applicable appeals of decisions of the Design Review Board;
- b. Preliminary plans, final plats, replats, development plats, and minor plats not approved by staff as set forth in the Plat Review Section in [Chapter 12, Article 3](#) of this UDO;
- c. Waivers of the standards in [Chapter 12, Article 8](#), Subdivision Design and Improvements;
- d. Development exaction appeal;
- e. Appeal of the Administrator's denial of a final minor or amending plat;
- f. Appeal of the Administrator's determination regarding applicability of plat requirements;

- g. ~~Appeal of the Administrator's denial to amend the_colorpalette for Northgate roof_color;~~
- h. Appeal of the Administrator's denial of an alternative parking plan; and
- i. Appeal of the Administrator's interpretation of the provisions of [Chapter 12](#), [Article 8](#), Subdivision Design and Improvements.

Per Ordinance No. 2011-3308 (January 13, 2011)

- **Sec. 2.8 – Administrator.**

- A. **Designation.**

The City Manager shall designate the Administrator for the City of College Station. Where this UDO assigns a responsibility, power, or duty to the Administrator, the Administrator may delegate that responsibility, power, or duty to any other agent or employee of the City whom the Administrator may reasonably determine.

- B. **Powers and Duties.**

The Administrator shall have the following powers and duties:

- 1. **Administration and Enforcement.**

The Administrator shall administer and enforce the provisions of this UDO.

- 2. **Interpretation.**

The Administrator is responsible for interpreting the provisions of this UDO. The Administrator shall make written interpretations of this UDO when requested, setting forth the reasons and explanation therefore.

- 3. **Building Permits.**

The Administrator shall review and certify that the proposed construction, moving, alteration, or use of the land either does or does not comply with the provisions of this UDO prior to issuance of a Building Permit by the Building Official.

- 4. **Final Action.**

The Administrator shall review and take final action on the following:

- a. Sign permits;
- ~~b. Site plans (not Wolf Pen Creek District site plans);~~
- ~~e.b.~~ Architectural reviews;
- ~~d.c.~~ Administrative adjustments;
- ~~e.d.~~ Minor and amending plats;
- ~~f.e.~~ Determination of building plot (Section [7.2](#), General Provisions);
- ~~g. Minor Wolf Pen Creek District projects;~~
- ~~h.f. Amendments to the_color_palette for Northgate roof_color;~~
- ~~i.g.~~ Certificate of Appropriateness Routine Maintenance Work reviews;

- ~~j-h.~~ Determination regarding applicability of plat requirements; and
- ~~k-i.~~ Alternative parking plans (Section [7.3](#), Off-Street Parking).

Per Ordinance No. 2011-3308 (January 13, 2011)

5. **Other Duties.**

- a. The Administrator, or his designee, shall serve as the Historic Preservation Officer (HPO) for the City of College Station. As such, the HPO shall serve as a representative of the Landmark Commission and shall be responsible for coordinating the Landmark Commission's preservation activities with the Historic Preservation Advisory Committee, those of state and federal agencies, and with local, state, and national nonprofit preservation organizations.
- ~~b.~~ The Administrator shall perform other duties imposed under the provisions of the City of College Station Code of Ordinances, as amended from time-to-time.
- c. The Administrator shall administer and enforce the regulations of the Easterwood Field Airport Zoning Ordinance.

(Ord. No. [2012-3449](#), Pt. 1(Exh. B), 9-27-2012; Ord. No. [2013-3471](#), Pt. 1(Exh. A), 1-10-2013; Ord. No. [2015-3663](#), Pt. 1(Exh. B), 5-28-2015)

1. **5.8.B.4.f Exterior Building Colors.**

1. Building colors shall be neutral and harmonious with the existing man-made or natural environment, and only compatible accent colors shall be used. All colors shall be approved by the Administrator.

~~1. Building and roof color requirements apply to all new buildings, redeveloped buildings, and façade work.~~

~~2. All building façades shall consist of only color palette maintained in the Office of the Administrator. All other colors shall be considered accent colors and may be used on no more than ten (10) percent of each façade. No more than two (2) accent colors may be used on each façade.~~

~~3. Except for flat roofs, all roofs shall consist of only colors from the color palette for Northgate roof color approved by the City Council and as amended and maintained in the Office of the Administrator. No more than one (1) color may be used on a roof when visible. Color shall not be regulated when the roof is flat.~~

~~4. Existing buildings may continue to utilize colors that are not from the approved palette provided that repainting is done for maintenance purposes only and the existing color is continued. Any color change on existing buildings shall be brought into compliance with this ordinance and color samples shall be submitted as provided herein.~~

5.2. Metallic (except copper and silver metallic-colored roofs) and fluorescent colors are prohibited on any façade or roof.

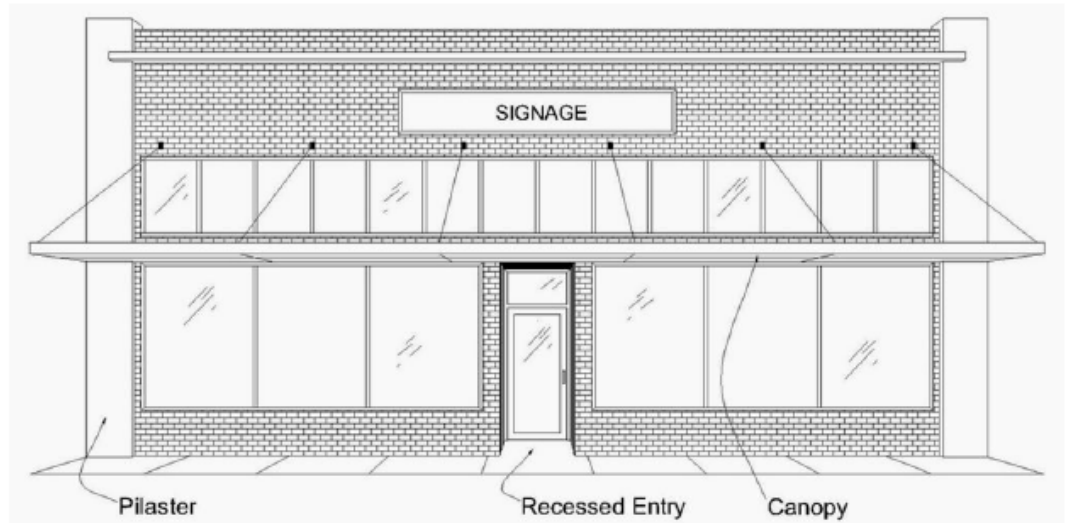
6.3. When applying brick, colors normally found in manufactured fired brick are permitted. All colors of natural stone are permitted.

7.4. Color samples shall be submitted for approval to the Office of the Administrator.

2. **Canopies/Awnings.**

1. Canopies/awnings shall not completely obstruct any window. Transom windows may be located under canopies/awnings.

2. Canopies/awnings are considered part of the building façade ~~and are subject to the color requirements as specified above.~~ A maximum of one (1) color shall be used for all canopies/awnings on a single building façade (excluding business logo).



3. Canopies/awnings shall consist of cloth, canvas, steel, standing seam metal, architectural metal, and/or perforated metal (not corrugated) and shall be maintained in good repair. Canopies/awnings that are used to meet the required building setback shall not be cloth or canvas, but shall be a permanent structure integrated into the building's architecture, consisting of materials similar to that of the rest of the building.
4. Canopies/awnings located over the public right-of-way shall require a Private Improvement in the Public Right-of-Way agreement (PIP) in addition to the necessary Building Permit.

5.10. - Overlay Districts.

In the event that an area is rezoned to apply overlay district provisions, this district shall apply to all multi-family, commercial and industrial property, and where applicable, to single-family, duplex or townhouse development. The underlying district establishes the permitted uses and shall remain in full force, and the requirements of the overlay district are to be applied in addition to the underlying use and site restrictions.

A. Corridor Overlay (OV) District.

This district is established to enhance the image of gateways and key entry points, major corridors, and other areas of concern, as determined by the City Council, by maintaining a sense of openness and continuity. The following supplemental standards shall apply to this district:

1. Setbacks.

All buildings will be set back forty (40) feet from the right-of-way. Where parking is located in the front of the building, there shall be a front setback of twenty (20) feet from the right-of-way to the parking area and all drive aisles.

2. Signs.

~~a. Signs shall utilize only colors not expressly prohibited by the City of College Station Unified Development Ordinance.~~

~~Per Ordinance No. 2011-3340 (April 28, 2011)~~

~~b.~~ Freestanding signs shall be limited to the restrictions of the signs section of the General Development Standards article of this UDO, but shall not exceed the height of the building.

3. Building Colors.

Building colors shall be neutral and harmonious with the existing man-made or natural environment, and only compatible accent colors shall be used. All colors shall be approved by the Administrator. The applicant must provide elevation drawings and colors samples.

5.8.B 14 Waivers.

The Design Review Board (DRB) shall review requests for deviations from the standards of the Northgate Districts section of this UDO as listed below. The DRB shall approve waivers found to meet the intent of the standards of the Northgate Districts section of this UDO and the Northgate Redevelopment Implementation Plan. Financial hardship may not be considered in the review or determination of a waiver proposal.

DRB review and waiver approval shall be limited to the following items:

- a. Relief from the building design standards for historic properties if the proposed building improvements or additions generally conform to the section of this Ordinance addressing Building Design Considerations for Historic Properties—Standards for the Northgate zoning districts, and if the property building improvements or additions generally preserve the historical appearance and architectural character of the building.
- b. Relief from specific requirements related to building orientation and access for the improvement of existing buildings if it can be proven by the applicant shows that inherent site characteristics constrain the proposed project from meeting the requirement(s) herein. Relief shall not be considered for building expansions or additions.
- c. Alternatives to the requirements related to building orientation and access when physical characteristics limit the site or provide for unique orientation and access opportunities.
- d. A reduction in the percentage of required building transparency for the rehabilitation of existing buildings if it can be proven by the applicant that inherent site characteristics constrain the proposed project from meeting the requirements herein.
- e. Alternatives to the requirements related to building transparency for new construction if the alternatives substantially provide the same visual interest for the pedestrian.
- f. Alternate architectural features to meet the requirements related to architectural relief when the proposed architectural details substantially provide a level of uniqueness to the building at the pedestrian scale.
- g. Along non-primary entrance façades that do not abut a right-of-way and that require design elements, murals may be considered by the Design Review Board to meet the two-design element requirement. Mural topics may include architecture and/or Texas A&M University. Murals may not contain copy or logo advertising any business.
- h. Substitutions of building materials for buildings if the applicant shows that:
 1. The building material is a new or innovative material manufactured that has not been previously available to the market or the material is not listed as an allowed or prohibited material herein and the material is similar and comparable in quality and appearance to the materials allowed in the Exterior Building Materials section of this Ordinance for the Northgate zoning districts or
 2. The material is an integral part of a themed building (example 50's diner in chrome).
 3. No variance shall be granted to minimum building material requirements specified for buildings ten thousand (10,000) square feet or greater in area or for building plots with a cumulative structure square footage of ten thousand (10,000) square feet or greater.

i. Alternative materials on façade work that does not involve an expansion of an existing building as defined in the Nonconformities section of the UDO or constitute redevelopment if the applicant shows that:

1. The materials allowed in the Exterior Building Materials section of this Ordinance for the Northgate zoning districts cannot be utilized without a structural alteration(s) to the existing building and
2. A licensed professional engineer or architect verifies in writing that a structural alteration is required to apply the permitted façade materials to the building

~~j. An increase in the percentage of accent color that may be used on a façade, not to exceed a total of twenty (20) percent of the façade.~~

~~k. An increase in the number of accent colors used on a façade when the additional colors are analogous to the two (2) original accent colors (adjacent to the original accent colors on the color wheel).~~

~~l.j.~~ Alternatives to the requirements related to surface area parking lots. Alternatives must separate the parking areas so that no more than sixty (60) parking spaces are located in the same vicinity without substantial visual separation from additional parking spaces.

~~m.k.~~ A decrease in parking requirements for residential uses provided that the applicant submits a parking study that supports the decrease based on reasonable assumptions of parking availability. Unless shared or off-site parking is provided as allowed in the Alternative Parking Plans section of the General Development Standards article of this UDO, in no case shall the DRB permit a reduction in the number of required spaces:

1. To less than the number recommended within the parking study, or
2. To more than a fifty (50) percent reduction in the amount of parking required for residential uses by the Number of Off-Street Parking Spaces Required section of this UDO.

~~n.l.~~ An increase in the distance requirement for shared and/or off-site parking when the shared or off-site parking is provided in a parking garage.

~~o.m.~~ Relief from the sidewalk width standard when bringing an existing sidewalk up to current standard where existing physical conditions prohibit the sidewalk expansion.

~~p.n.~~ Alternatives to the Landscape and Streetscape Standards for projects utilizing an existing structure(s) if it can be proven by the applicant that inherent site characteristics constrain the proposed project from meeting the requirements herein.

~~q.o.~~ Relief from the two-story requirement for casual and fine dining restaurants (not "fast food") and theaters in NG-2 if all façades are a minimum of twenty-five (25) feet in height and all façades give the appearance of a two-story structure as determined by the Design Review Board.

~~r.p.~~ Relief from the minimum height requirement in NG-1 and NG-2 for an existing structure undergoing only façade rehabilitation if the applicant shows that inherent site characteristics constrain the proposed project from meeting the requirement(s) herein. Relief shall not be considered for building expansions or additions.

a. **Sec. 12-7.10. - Non-Residential Architectural Standards.**

A. Purpose

The intent of the design standards provided in and related to this section are to:

1. Protect and enhance the character and quality of non-residential buildings and associated site elements in the interest of the general welfare of the City;
2. Establish minimum design parameters for the appearance of non-residential buildings including heightened standards for more visible and prominent areas of the community;
3. Not limit architectural creativity or prescribe a specific architectural style; and
4. Provide a balance between the community's economic and aesthetic concerns.

B. Applicability

Except as expressly set forth otherwise herein, the design standards of this section shall apply to development, redevelopment, and façade changes to all non-residential buildings including single tenant buildings, multiple tenant buildings, and any grouping of attached or stand-alone buildings and associated pad sites.

The portions of structures containing non-residential uses located in the MF Multi-Family zoning district shall comply with the Non-Residential design standards of this section.

The following are exempt from this section of the UDO as defined below:

1. **BP Business Park.** Any building located within BP Business Park districts is required to comply with this section if it is along the periphery of the zoning district. All other interior buildings located within BP Business Park districts are exempt from this section.
2. **Districts.** Uses located within the following districts are exempt from this section: BPI Business Park Industrial, M-1 Light Industrial, M-2 Heavy Industrial, R&D Research & Development, NG-1 Core Northgate, NG-2 Transitional Northgate, and NG-3 Residential Northgate.
3. **Uses.** The following uses are exempt from this section: Churches; Primary & Secondary Educational Facilities; Municipal Industrial facilities; and private utility buildings that are screened from public or private rights-of-way and adjacent properties.
- 3.4. **Types of Structures.** The following structures ~~must adhere to Building Colors but~~ are exempt from the other provisions of this section: Freestanding structures such as pavilions, canopies, gazebos, ATM machines, etc. that are unenclosed buildings and do not have walls. Unenclosed structures that are attached or functionally appear part of an enclosed building are to be integrated with and meet the requirements associated with the building

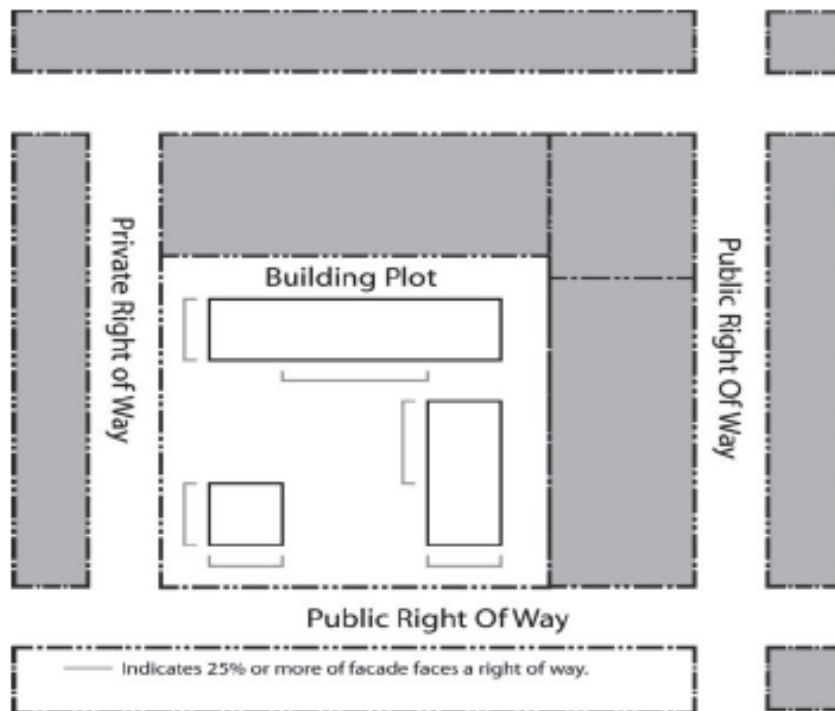
C. Standards for Non-Residential Structures.

1. **Façade Terms.**

- a. **Primary Façade.** A façade is considered to be a "primary façade" when it is the primary entrance façade of a primary building (not accessory buildings) or when any

façade of a primary building is facing a public right-of-way, private right-of-way, or public way.

- b. Facing. A façade is considered facing a public right-of-way, private right-of-way, or public way when an imaginary plane could be extended unobstructed by a wall or structure in the building plot from at least 25% of the façade into the public right-of-way, private right-of-way, or public way adjacent to the building plot, as illustrated below.
- c. Visible. The term visible is used in application of this section. A side or rear façade of a building shall not be considered visible from a public right-of-way or public way if it is located more than four-hundred (400) feet away.



2. Required Screening.

For all properties zoned SC Suburban Commercial and WC Wellborn Commercial, the following screening requirements apply:

- a. All mechanical equipment shall be screened from view or located so as not to be visible from any public right-of-way, public way, or residential district when viewed within one hundred fifty (150) feet of the perimeter boundary of the subject lot or tract, measured from a height five (5) feet above grade. Such screening shall be coordinated with the building architecture, materials, colors and scale to maintain a unified appearance. Acceptable methods of screening are: encasement, parapet walls, partition screens, brick/stone/masonry walls or fences. Electrical panel boxes attached to the side of a building that are painted to match the building color do not require additional screening.

- b. ~~In SC Suburban Commercial and WC Wellborn Commercial, r~~Roof-mounted mechanical equipment shall be screened from any right-of-way, public way, or adjacent property by either the roof itself (including within a cut-out) or by a false roof element (i.e. chimney, cupola). Components of a mechanical equipment system, such as vents or exhaust pipes, protruding from the roof that are no larger than twelve (12) inches in diameter nor exceeding the height of the roof line are not required to be screened, but must be painted to match the roof color.

3. **Building Mass and Design.**

a. **Horizontal Façade Articulation.**

1. Façade articulation (wall plane projections or recessions) is required on the first two (2) stories of any primary façade that exceeds two-hundred (200) feet in horizontal length. No more than thirty-three (33) percent of any primary façade shall be on the same continuous geometric plane. Wall plane projections or recessions shall have a minimum depth of four (4) feet.
2. For all properties zoned SC Suburban Commercial: For buildings over eight thousand (8,000) square feet, primary façades shall have articulation of minimum four-foot (4) depth within each fifty-foot (50) section of façade.
3. For all properties zoned MU Mixed-Use: The vertical wall plane of any façade visible from a public right-of-way, street, or public way shall project and/or recess by a minimum of two (2) feet so that no more than sixty-six (66) percent of the façade is on the same plane.

b. **Building Entry Design.**

1. In order to provide a sense of arrival and shelter, public building entrances are to feature a protected entry through the use of an awning, canopy, porte-cochere, recessed entry or other similar architectural element.
2. Buildings that have multiple ground floor tenants or multiple primary building entrances shall have all entrances treated architecturally.
3. For all properties zoned WC Wellborn Commercial, the following additional standards shall apply:
 - a. All buildings shall be required to provide a covered front porch along the full length of the public entry façade, projecting a minimum four (4) feet from the face of the building.
 - b. All buildings that have frontage on Wellborn Road and/or Live Oak Street, shall have a public entry facing both rights-of-way.
 - c. In cases where more than two facades require a public entrance, the administrator may determine which two facades require entrances.

c. **Architectural Relief.**

1. In order to provide visual interest, the first two (2) stories of any primary façade or façade visible from a public right-of-way or public way shall use at least one (1) architectural relief element for every twenty-five (25) horizontal feet, or part thereof, of façade length.
2. Façades requiring architectural relief shall provide a minimum of two (2) different types of relief elements per façade.
3. To avoid monotony, no more than one-half (½) of the required minimum number of elements on a façade may consist of the same type of relief element.
4. The design elements may be grouped or spaced as needed along the façade, though in no case shall more than seventy-five (75) feet of continuous horizontal length be void of a relief element.
5. Design elements used to meet architectural relief must have a functional architectural purpose such as awnings may not be located over faux windows or a wall area that does not have an opening.
6. A relief element counted to meet the requirement of one (1) façade may not also be counted toward another façade.
7. Architectural relief is not required for façades, or parts of a façade, that are within fifteen (15) feet of another building that screens the façade.
8. Accessory buildings to a primary use, where each façade is equal to or less than twenty-five (25) horizontal feet in length or the perimeter of all façades is less than one hundred (100) horizontal feet in length, and where each façade incorporates the same building materials and colors as the primary structure, are not required to provide architectural relief elements.
9. Architectural relief elements may be added to a non-conforming façade of an existing building subject to the following limitation: if more than fifty (50) percent of the required number of elements on a façade are added, removed, or altered, including on a cumulative basis, the façade must be brought into compliance for architectural relief.

10. Qualifying Architectural Relief Elements.

9. a. For all applicable properties other than those located in SC Suburban Commercial, WC Wellborn Commercial, and MU Mixed-Use districts, the following types of architectural relief may be utilized to meet the requirements of this section:
- ~~a.~~1. Canopies, permanent decorative awnings, or windows accompanied by overhangs that exceed eighteen (18) inches;
 - ~~b.~~2. Wall plane projections or recessions with a minimum of four-foot depth;
 - ~~c.~~3. Pilasters that project from a wall at least four (4) inches or columns;
 - ~~d.~~4. Roofline articulation as described below may count as one (1) element for a façade if it is used on a façade where the articulation is not already required;

~~e.5.~~ A well-defined cornice or other architectural termination to visually cap the building along a parapet may count as one (1) element for a façade if it is used on a façade where this feature is not already required;

~~f.6.~~ Recessed entries, stoops, porches, or arcades;

~~g.7.~~ Balconies that extend from the building;

~~h.8.~~ Boxed or bay windows; ~~or~~

~~9.~~ Decorative stormwater management initiatives physically integrated with the building, as approved by the Administrator; ~~or~~

~~i.10.~~ Other architectural relief elements that provide a visual interest to the affected façade and are of a physical scale to possess an architectural significance may be approved by the Administrator.

~~10.~~ b. For all properties zoned SC Suburban Commercial and WC Wellborn Commercial, the following types of architectural relief may be utilized to meet the requirements of this section:

~~a.1.~~ Decorative or functional window shutters;

~~b.2.~~ Covered front porch extending along at least fifty (50) percent of building façade and projecting a minimum of four (4) feet from the face of the building, if used on a façade where this feature is not already required;

~~c.3.~~ Eaves in excess of eighteen (18) inches, if used on a façade that does not have a covered front porch;

~~d.4.~~ Window planter boxes;

~~e.5.~~ Window canopy;

~~f.6.~~ Dormers;

~~g.7.~~ Transom windows;

~~h.8.~~ Decorative façade lighting;

~~i.9.~~ Chimneys or cupolas;

~~j.10.~~ Cross gables;

~~k.11.~~ Entry Portico; ~~or~~

12. Horizontal articulation with a minimum depth of four (4) feet for WC Wellborn Commercial only; ~~or~~

~~l.13.~~ Other architectural relief elements that provide a visual interest to the affected façade and are of a physical scale to possess architectural significance may be approved by the Administrator.

~~14.c.~~ For all properties zoned MU Mixed-Use, the following types of architectural relief may be utilized to meet the requirements of this section:

~~a.1.~~ Canopies or permanent decorative awnings;

~~b.2.~~ Wall plane projections or recessions with a minimum of four-foot depth;

~~c.3.~~ Pilasters that project from a wall at least four (4) inches or columns;

~~d.4.~~ Recessed entries, stoops, porches, or arcades;

~~e.5.~~ Balconies that extend from the building;

~~f.6.~~ Boxed or bay/oriel windows;

~~g.7.~~ Hood/drip molding over windows;

~~h.8.~~ Cornices, corbelling, quoining, or stringcourses;

~~i.9.~~ Decorative or functional window shutters;

~~j.10.~~ Window planter boxes;

~~k.11.~~ Transom windows;

~~l.12.~~ Decorative façade lighting; ~~or~~

~~m.13.~~ Chimneys or cupolas ; ~~or~~

14. Other architectural relief elements that provide a visual interest to the affected façade and are of a physical scale to possess architectural significance may be approved by the Administrator.

d. **Other Mass and Design Requirements.**

1. For all properties zoned SC Suburban Commercial: Gross Floor Area of a single structure shall not exceed fifteen thousand (15,000) square feet in area.

2. For all properties zoned WC Wellborn Commercial: Gross Floor Area of a single structure shall not exceed ten thousand (10,000) square feet in area.

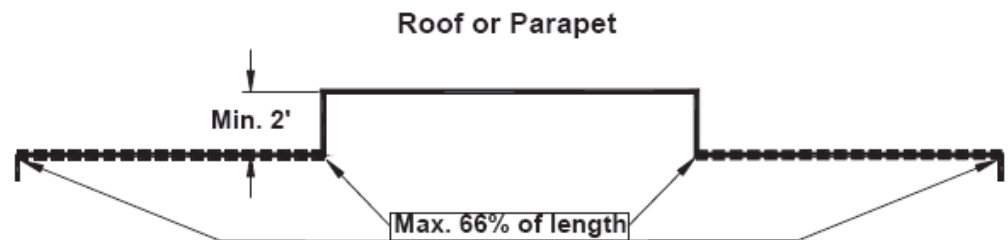
3. For all properties zoned MU Mixed-Use:

a. The ground-floor shall have a minimum floor-to-ceiling height of twelve (12) feet.

- b. The commercial portions of any façade facing a public right-of-way, street, or public way shall be at least thirty (30) percent transparent between zero (0) feet and eight (8) feet above ground level.
- c. Public entry is required on all façades facing a public right-of-way, street, or public way. In the event that more than two (2) façades require a public entrance, the Administrator may determine which two (2) façades require entrances. The Administrator may also forward the question to the Design Review Board for any reason.
- d. Loading docks, overhead doors and service entries shall not be located on a façade facing a public right-of-way, street, or public way. In the case that more than two (2) façades face a public right-of-way, street, or public way, the Administrator shall determine the most appropriate façade for such activities.

e. **Roof and Roofline Design.**

- 1. On buildings three (3) stories or less, the horizontal line of a flat roof or parapet along a primary entrance façade, along any façade facing a public right-of-way of a street classified as a minor arterial or greater on the Thoroughfare Plan, and on all façades visible from a public right-of-way for properties that are zoned MU Mixed Use, shall vary by a minimum of two (2) feet up or down so that no more than sixty-six (66) percent of the roofline is on the same elevation, as represented below.



- 2. For all rooflines that are required to articulate as described above, the parapet roof line shall feature a well-defined cornice or other architectural termination to visually cap the building along the roofline.
- 3. For all properties zoned SC Suburban Commercial and WC Wellborn Commercial: Roofs shall be similar to residential roof types. Flat roofs are not permitted. Shed roofs are only permitted as part of a peaked roof network. A peaked parapet is permitted if it gives the appearance of a pitched roof from all sides. Roof slope must be a maximum of 8:12 and a minimum of 4:12.

f. **Building Materials.**

- 1. The following minimum amount of fired brick, natural stone, marble, granite, or any concrete product so long as it has an integrated color and is textured or patterned (not aggregate material) to simulate brick, stone, marble, or granite shall be provided:
 - a. A minimum of ten (10) percent on any façade visible from a public right-of-way or public way;

- b. A minimum of twenty (20) percent on primary entrance façades (single or multiple tenant building) that exceed two-hundred (200) feet in horizontal length;
 - c. A minimum of twenty (20) percent on any façade facing a public right-of-way of a street classified as a major collector on the Thoroughfare Plan; and
 - d. A minimum of thirty (30) percent on any façade facing a public right-of-way of a street classified as a minor arterial or greater on the Thoroughfare Plan.
2. The following building materials are allowed on all façades subject to the following limitations:
- a. Stucco, EIFS, high build textured paint on concrete to simulate the appearance of stucco, split-face concrete masonry that does not simulate brick or stone, fiber cement siding, reflective glass, or any material equivalent in appearance and quality as determined by the Design Review Board, shall not cover more than seventy-five (75) percent of any façade.
 - b. Wood or cedar siding, stainless steel, chrome, standing seam metal, premium grade architectural metal, or architecturally finished metal panels (not corrugated metal) shall not cover more than thirty (30) percent of any façade.
 - c. Tile or smooth face, tinted concrete blocks shall only be used as an accent and shall not cover more than ten (10) percent of any façade.
 - d. Painted metal panel siding is allowed without limitation on a rear façade of a building when the façade is not visible from a right-of-way, parkland, greenway, or any residential area.
 - e. Metal, standing seam metal, architectural metal or steel may be used as a roof and or canopy/awnings with no limitation on percentage.
 - f. In WC Wellborn Commercial wood or cedar siding shall be allowed but not cover more than seventy-five (75) percent of any façade and reflective glass shall not cover more than thirty (30) percent of any façade.
3. When determining the area of a façade, doors, windows, and other openings are included and roof area is not included.
4. Existing buildings may continue to utilize materials other than those listed provided that any material replacement is for maintenance purposes only and the existing material is continued. Any material change or replacement of more than ten (10) percent of the total area of a façade, including on a cumulative basis, shall require that all building materials ~~and color~~ be brought into compliance on that façade.
5. All architectural submittals shall provide elevation drawings for each façade and a material legend (see sample below) for each façade.

SAMPLE			LEGEND
USE OF MATERIALS ON FAÇADE 'A'			
Total Square Footage of Façade 'A': 10,000 s.f.			
Material	Area in Square Feet	Percent of Overall Façade	
Stucco		2,000 s.f.	20%
Brick		5,000 s.f.	50%
Doors and Windows		3,000 s.f.	30%

D. Alternative Compliance Permitted.

The Design Review Board (DRB) may authorize variation to the overall requirements of the Non-Residential Architectural Standards through application from a licensed architect for an alternative compliance approval that would allow innovative or visually interesting design or to address unique circumstances not otherwise permitted through strict adherence to this section. Such requests must show reasonable evidence that the purposes of the requirements as set forth in this section were maintained and the additional design flexibility afforded does not provide a means to permit design of lesser quality.

E. Waivers and Appeals.

The Design Review Board (DRB) shall review requests for deviations from the Non-Residential Architectural Standards. The DRB shall approve waivers or appeals found meeting the intent and general purposes of the standards as it is recognized that unique and unforeseen design circumstances exist in application of the standards. Financial hardship may not be considered in the review or determination of a waiver proposal.

DRB may review and grant approval of the following:

1. Substitutions of building materials if the applicant shows that:
 - a. The building material is a new or innovative material manufactured that has not been previously available to the market or the material is not listed as an allowed or prohibited material herein;
 - b. The material is similar and comparable in quality and appearance to the materials allowed in this [Section 12-7.10](#); or
 - c. The material is an integral part of a themed building (example 50s diner in chrome).
2. Alternate ~~colors or~~ materials on each façade if the applicant shows that:
 - a. The applicant is a franchised and/or chain commercial use to be developed as a single detached building (not integrated into a multi-tenant building);
 - b. The proposed ~~colors/~~materials are part of its corporate branding; and
 - c. The applicant provides all of the alternative ~~color/~~materials schemes the chain or franchise has used.
3. Alternative materials on façade work that does not involve an expansion of an existing building as defined in [Chapter 12, Article 9](#) of the UDO or constitute redevelopment if the applicant shows that:
 - a. The materials allowed in this section cannot be utilized without a structural alteration(s) to the existing building;
 - b. A licensed professional engineer or architect verifies in writing that a structural alteration is required to apply the permitted façade materials to the building; and

- c. The DRB may grant a variance of up to one hundred (100) percent from the façade articulation or roofline standards herein if the applicant shows that it is not financially or structurally feasible.
4. Alternatives to the options for required screening of mechanical equipment.
5. Alternatives to the design elements available to provide architectural relief.
6. Relief from the building orientation and access for buildings in MU Mixed-Use districts when physical characteristics limit the site or provide unique orientation and access opportunities.
7. Reduction in the percentage of required building transparency for the rehabilitation or expansion of existing buildings in MU Mixed-Use districts if it can be proven by the applicant that inherent site characteristics constrain the proposed project from meeting the transparency requirement.

F. Submittal Requirements.

When the non-residential architectural standards are applicable, submitted building elevations shall include the following:

1. Scaled building elevations for each façade, depicting the following:
 - a. Required architectural relief and other design elements; and
 - b. Location of building materials.
2. Accurate building footprint(s) and general orientation of the building façades in relation to adjacent rights-of-way, public ways, and properties;
3. Sample building materials ~~and color~~ details as required by the Administrator; and
4. Table of vertical square footage and percentage of building materials for each façade.
(Ord. No. [2012-3449](#), Pt. 1(Exh. I), 9-27-2012; Ord. No. [2012-3450](#), Pt. 1(Exh. E), 9-27-2012; Ord. No. [2014-3624](#), Pt. 1(Exh. O), 12-18-2014; Ord. No. [2015-3663](#), Pt. 1(Exh. H), 5-28-2015; Ord. No. [2016-3792](#), Pt. 1(Exh. E), 7-28-2016)

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A, “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 2, “DEVELOPMENT REVIEW BODIES”, SECTION 2.2 “PLANNING AND ZONING COMMISSION” AND SECTION 2.8 “ADMINISTRATOR”, ARTICLE 5, “DISTRICT PURPOSE STATEMENTS AND SUPPLEMENTAL STANDARDS”, SECTION 5.8 “DESIGN DISTRICTS” AND SECTION 5.10 “OVERLAY DISTRICTS”, AND ARTICLE 7, “GENERAL DEVELOPMENT STANDARDS”, SECTION 7.10 “NON-RESIDENTIAL ARCHITECTURAL STANDARDS”, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO THE COLLEGE STATION COLOR PALETTE, ARCHITECTURAL RELIEF ELEMENTS, AND SCREENING REQUIREMENTS; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Appendix A, “Unified Development Ordinance,” Article 2, “Development Review Bodies”, Section 2.2 “Planning And Zoning Commission” and Section 2.8 “Administrator”, Article 5, “District Purpose Statements and Supplemental Standards”, Section 5.8 “Design Districts” and Section 5.10 “Overlay Districts”, and Article 7, “General Development Standards”, Section 7.10 “Non-Residential Architectural Standards”, of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”, Exhibit “B”, Exhibit “C”, Exhibit “D”, Exhibit “E”, Exhibit “F”, Exhibit “G”, Exhibit “H”, Exhibit “I”, and Exhibit “J”** 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 22nd day of February, 2018.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Appendix A, “Unified Development Ordinance,” Article 2, “Development Review Bodies”, Section 2, “Planning and Zoning Commission”, Subsection 2.2.D.3 “Final Action”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

“3. Final Action.

The Planning and Zoning Commission shall hear and take final action on the following:

- a. Applicable appeals of decisions of the Design Review Board;
- b. Preliminary plans, final plats, replats, development plats, and minor plats not approved by staff as set forth in the Plat Review Section in Article 3 of this UDO;
- c. Waivers of the standards in Article 8, Subdivision Design and Improvements;
- d. Development exaction appeal;
- e. Appeal of the Administrator's denial of a final minor or amending plat;
- f. Appeal of the Administrator's determination regarding applicability of plat requirements;
- g. Appeal of the Administrator's denial of an alternative parking plan; and
- h. Appeal of the Administrator's interpretation of the provisions of Article 8, Subdivision Design and Improvements.”

Exhibit B

That Appendix A, “Unified Development Ordinance,” Article 2, “Development Review Bodies”, Section 2.8, “Administrator”, Subsection 2.8.B.4, “Final Action”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

“4. Final Action.

The Administrator shall review and take final action on the following:

- a. Sign permits;
- b. Architectural reviews;
- c. Administrative adjustments;
- d. Minor and amending plats;
- e. Determination of building plot (Section 7.2, General Provisions);
- f. Certificate of Appropriateness Routine Maintenance Work reviews;
- g. Determination regarding applicability of plat requirements; and
- h. Alternative parking plans (Section 7.3, Off-Street Parking).”

Exhibit C

That Appendix A, “Unified Development Ordinance,” Article 5, “District Purpose Statements and Supplemental Standards”, Section 5.8, “Design Districts”, Subsection 5.8.B.4.f, “Exterior Building Colors”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

“f. Exterior Building Colors.

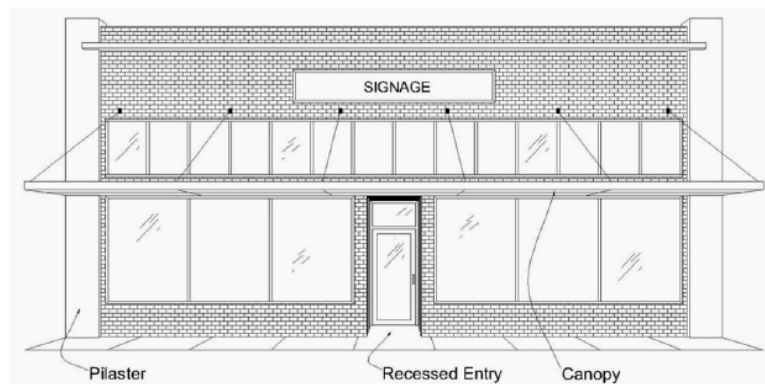
1. Building colors shall be neutral and harmonious with the existing man-made or natural environment, and only compatible accent colors shall be used. All colors shall be approved by the Administrator.
2. Metallic (except copper and silver metallic-colored roofs) and fluorescent colors are prohibited on any façade or roof.
3. When applying brick, colors normally found in manufactured fired brick are permitted. All colors of natural stone are permitted.
4. Colors samples shall be submitted for approval to the Office of the Administrator.”

Exhibit D

That Appendix A, “Unified Development Ordinance,” Article 5, “District Purpose Statements and Supplemental Standards”, Section 5.8, “Design Districts”, Subsection 5.8.B.4.g, “Canopies/Awnings”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

“g. Canopies/Awnings.

1. Canopies/awnings shall not completely obstruct any window. Transom windows may be located under canopies/awnings.
2. Canopies/awnings are considered part of the building façade. A maximum of one (1) color shall be used for all canopies/awnings on a single building façade (excluding business logo).



3. Canopies/awnings shall consist of cloth, canvas, steel, standing seam metal, architectural metal, and/or perforated metal (not corrugated) and shall be maintained in good repair. Canopies/awnings that are used to meet the required building setback shall not be cloth or canvas, but shall be a permanent structure integrated into the building's architecture, consisting of materials similar to that of the rest of the building.
4. Canopies/awnings located over the public right-of-way shall require a Private Improvement in the Public Right-of-Way agreement (PIP) in addition to the necessary Building Permit.”

Exhibit E

That Appendix A, “Unified Development Ordinance,” Article 5, “District Purpose Statements and Supplemental Standards”, Section 5.8, “Design Districts”, Subsection 5.8.B.14, “Waivers”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

“14. Waivers.

The Design Review Board (DRB) shall review requests for deviations from the standards of the Northgate Districts section of this UDO as listed below. The DRB shall approve waivers found to meet the intent of the standards of the Northgate Districts section of this UDO and the Northgate Redevelopment Implementation Plan. Financial hardship may not be considered in the review or determination of a waiver proposal.

DRB review and waiver approval shall be limited to the following items:

- a. Relief from the building design standards for historic properties if the proposed building improvements or additions generally conform to the section of this Ordinance addressing Building Design Considerations for Historic Properties—Standards for the Northgate zoning districts, and if the property building improvements or additions generally preserve the historical appearance and architectural character of the building.
- b. Relief from specific requirements related to building orientation and access for the improvement of existing buildings if it can be proven by the applicant shows that inherent site characteristics constrain the proposed project from meeting the requirement(s) herein. Relief shall not be considered for building expansions or additions.
- c. Alternatives to the requirements related to building orientation and access when physical characteristics limit the site or provide for unique orientation and access opportunities.
- d. A reduction in the percentage of required building transparency for the rehabilitation of existing buildings if it can be proven by the applicant that inherent site characteristics constrain the proposed project from meeting the requirements herein.
- e. Alternatives to the requirements related to building transparency for new construction if the alternatives substantially provide the same visual interest for the pedestrian.
- f. Alternate architectural features to meet the requirements related to architectural relief when the proposed architectural details substantially provide a level of uniqueness to the building at the pedestrian scale.
- g. Along non-primary entrance façades that do not abut a right-of-way and that require design elements, murals may be considered by the Design Review Board to meet the two-design element requirement. Mural topics may include architecture and/or Texas A&M University. Murals may not contain copy or logo advertising any business.
- h. Substitutions of building materials for buildings if the applicant shows that:
 1. The building material is a new or innovative material manufactured that has not been previously available to the market or the material is not listed as an allowed or prohibited material herein and the material is similar and comparable in quality and appearance to the materials allowed in the Exterior Building Materials section of this Ordinance for the Northgate zoning districts; or

2. The material is an integral part of a themed building (example 50's diner in chrome).
 3. No variance shall be granted to minimum building material requirements specified for buildings ten thousand (10,000) square feet or greater in area or for building plots with a cumulative structure square footage of ten thousand (10,000) square feet or greater.
- i. Alternative materials on façade work that does not involve an expansion of an existing building as defined in the Nonconformities section of the UDO or constitute redevelopment if the applicant shows that:
1. The materials allowed in the Exterior Building Materials section of this Ordinance for the Northgate zoning districts cannot be utilized without a structural alteration(s) to the existing building; and
 2. A licensed professional engineer or architect verifies in writing that a structural alteration is required to apply the permitted façade materials to the building
- j. Alternatives to the requirements related to surface area parking lots. Alternatives must separate the parking areas so that no more than sixty (60) parking spaces are located in the same vicinity without substantial visual separation from additional parking spaces.
- k. A decrease in parking requirements for residential uses provided that the applicant submits a parking study that supports the decrease based on reasonable assumptions of parking availability. Unless shared or off-site parking is provided as allowed in the Alternative Parking Plans section of the General Development Standards article of this UDO, in no case shall the DRB permit a reduction in the number of required spaces:
1. To less than the number recommended within the parking study, or
 2. To more than a fifty (50) percent reduction in the amount of parking required for residential uses by the Number of Off-Street Parking Spaces Required section of this UDO.
- l. An increase in the distance requirement for shared and/or off-site parking when the shared or off-site parking is provided in a parking garage.
- m. Relief from the sidewalk width standard when bringing an existing sidewalk up to current standard where existing physical conditions prohibit the sidewalk expansion.
- n. Alternatives to the Landscape and Streetscape Standards for projects utilizing an existing structure(s) if it can be proven by the applicant that inherent site characteristics constrain the proposed project from meeting the requirements herein.
- o. Relief from the two-story requirement for casual and fine dining restaurants (not "fast food") and theaters in NG-2 if all façades are a minimum of twenty-five (25) feet in height and all façades give the appearance of a two-story structure as determined by the Design Review Board.
- p. Relief from the minimum height requirement in NG-1 and NG-2 for an existing structure undergoing only façade rehabilitation if the applicant shows that inherent site characteristics constrain the proposed project from meeting the requirement(s) herein. Relief shall not be considered for building expansions or additions."

Exhibit F

That Appendix A, “Unified Development Ordinance,” Article 5, “District Purpose Statements and Supplemental Standards”, Section 5.10, “Overlay Districts”, Subsection 5.10.A.2, “Signs”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

“2. Signs.

Freestanding signs shall be limited to the restrictions of the signs section of the General Development Standards article of this UDO, but shall not exceed the height of the building.”

Exhibit G

That Appendix A, “Unified Development Ordinance,” Article 7, “General Development Standards”, Section 7.10, “Non-Residential Architectural Standards”, Subsection 7.10.B, “Applicability”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

“B. Applicability

Except as expressly set forth otherwise herein, the design standards of this section shall apply to development, redevelopment, and façade changes to all non-residential buildings including single tenant buildings, multiple tenant buildings, and any grouping of attached or stand-alone buildings and associated pad sites.

The portions of structures containing non-residential uses located in the MF Multi-Family zoning district shall comply with the Non-Residential design standards of this section.

The following are exempt from this section of the UDO as defined below:

1. **BP Business Park.** Any building located within BP Business Park districts is required to comply with this section if it is along the periphery of the zoning district. All other interior buildings located within BP Business Park districts are exempt from this section.
2. **Districts.** Uses located within the following districts are exempt from this section: BPI Business Park Industrial, M-1 Light Industrial, M-2 Heavy Industrial, R&D Research & Development, NG-1 Core Northgate, NG-2 Transitional Northgate, and NG-3 Residential Northgate.
3. **Uses.** The following uses are exempt from this section: Churches; Primary & Secondary Educational Facilities; Municipal Industrial facilities; and private utility buildings that are screened from public or private rights-of-way and adjacent properties.
4. **Types of Structures.** The following structures are exempt from the provisions of this section: Freestanding structures such as pavilions, canopies, gazebos, ATM machines, etc. that are unenclosed buildings and do not have walls. Unenclosed structures that are attached or functionally appear part of an enclosed building are to be integrated with and meet the requirements associated with the building”

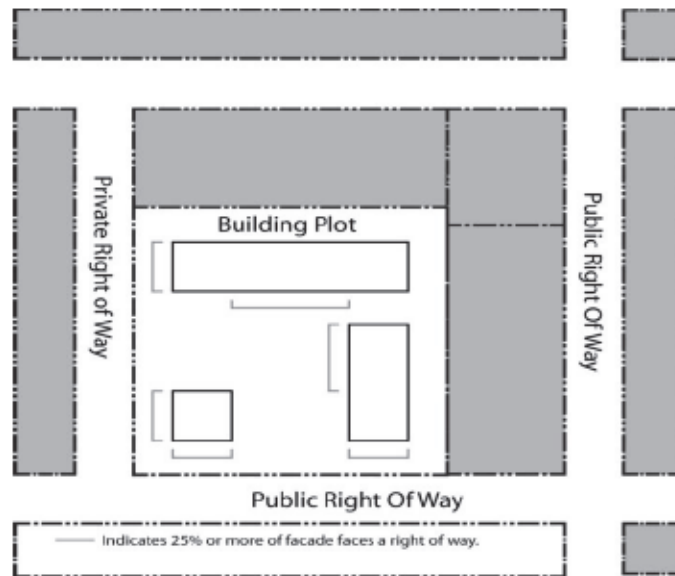
Exhibit H

That Appendix A, “Unified Development Ordinance,” Article 7, “General Development Standards”, Section 7.10, “Non-Residential Architectural Standards”, Subsection 7.10.C, “Standards of Non-Residential Structures”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

“C. Standards for Non-Residential Structures.

1. Façade Terms.

- a. **Primary Façade.** A façade is considered to be a “primary façade” when it is the primary entrance façade of a primary building (not accessory buildings) or when any façade of a primary building is facing a public right-of-way, private right-of-way, or public way.
- b. **Facing.** A façade is considered facing a public right-of-way, private right-of-way, or public way when an imaginary plane could be extended unobstructed by a wall or structure in the building plot from at least 25% of the façade into the public right-of-way, private right-of-way, or public way adjacent to the building plot, as illustrated below.
- c. **Visible.** The term visible is used in application of this section. A side or rear façade of a building shall not be considered visible from a public right-of-way or public way if it is located more than four-hundred (400) feet away.



2. Required Screening.

For all properties zoned SC Suburban Commercial and WC Wellborn Commercial, the following screening requirements apply:

- a. All mechanical equipment shall be screened from view or located so as not to be visible from any public right-of-way, public way, or residential district when viewed within one hundred fifty (150) feet of the perimeter boundary of the subject lot or tract, measured from a height five

(5) feet above grade. Such screening shall be coordinated with the building architecture, materials, colors and scale to maintain a unified appearance. Acceptable methods of screening are: encasement, parapet walls, partition screens, brick/stone/masonry walls or fences. Electrical panel boxes attached to the side of a building that are painted to match the building color do not require additional screening.

- b. Roof-mounted mechanical equipment shall be screened from any right-of-way, public way, or adjacent property by either the roof itself (including within a cut-out) or by a false roof element (i.e. chimney, cupola). Components of a mechanical equipment system, such as vents or exhaust pipes, protruding from the roof that are no larger than twelve (12) inches in diameter nor exceeding the height of the roof line are not required to be screened, but must be painted to match the roof color.

3. **Building Mass and Design.**

a. **Horizontal Façade Articulation.**

1. Façade articulation (wall plane projections or recessions) is required on the first two (2) stories of any primary façade that exceeds two-hundred (200) feet in horizontal length. No more than thirty-three (33) percent of any primary façade shall be on the same continuous geometric plane. Wall plane projections or recessions shall have a minimum depth of four (4) feet.
2. For all properties zoned SC Suburban Commercial: For buildings over eight thousand (8,000) square feet, primary façades shall have articulation of minimum four-foot (4) depth within each fifty-foot (50) section of façade.
3. For all properties zoned MU Mixed-Use: The vertical wall plane of any façade visible from public right-of-way, street, or public way shall project and/or recess by a minimum of two (2) feet so that no more than sixty-six (66) percent of the façade is on the same plane.

b. **Building Entry Design.**

1. In order to provide a sense of arrival and shelter, public building entrances are to feature a protected entry through the use of an awning, canopy, porte-cochere, recessed entry or other similar architectural element.
2. Buildings that have multiple ground floor tenants or multiple primary building entrances shall have all entrances treated architecturally.
3. For all properties zoned WC Wellborn Commercial, the following additional standards shall apply:
 - a. All buildings shall be required to provide a covered front porch along the full length of the public entry façade, projecting a minimum four (4) feet from the face of the building.
 - b. All buildings that have frontage on Wellborn Road and/or Live Oak Street, shall have a public entry facing both rights-of-way.
 - c. In cases where more than two facades require a public entrance, the administrator may determine which two facades require entrances.

c. **Architectural Relief.**

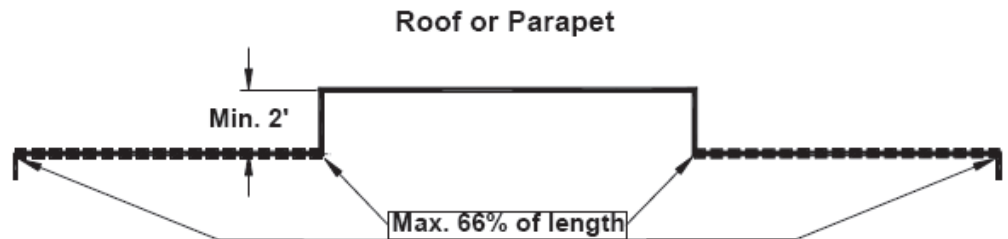
1. In order to provide visual interest, the first two (2) stories of any primary façade or façade visible from a public right-of-way or public way shall use at least one (1) architectural relief element for every twenty-five (25) horizontal feet, or part thereof, of façade length.
2. Façades requiring architectural relief shall provide a minimum of two (2) different types of relief elements per façade.
3. To avoid monotony, no more than one-half (½) of the required minimum number of elements on a façade may consist of the same type of relief element.
4. The design elements may be grouped or spaced as needed along the façade, though in no case shall more than seventy-five (75) feet of continuous horizontal length be void of a relief element.
5. Design elements used to meet architectural relief must have a functional architectural purpose such as awnings may not be located over faux windows or a wall area that does not have an opening.
6. A relief element counted to meet the requirement of one (1) façade may not also be counted toward another façade.
7. Architectural relief is not required for façades, or parts of a façade, that are within fifteen (15) feet of another building that screens the façade.
8. Accessory buildings to a primary use, where each façade is equal to or less than twenty-five (25) horizontal feet in length or the perimeter of all façades is less than one hundred (100) horizontal feet in length, and where each façade incorporates the same building materials and colors as the primary structure, are not required to provide architectural relief elements.
9. Architectural relief elements may be added to a non-conforming façade of an existing building subject to the following limitation: if more than fifty (50) percent of the required number of elements on a façade are added, removed, or altered, including on a cumulative basis, the façade must be brought into compliance for architectural relief.
10. Qualifying Architectural Relief Elements:
 - a. For all applicable properties other than those located in SC Suburban Commercial, WC Wellborn Commercial, and MU Mixed-Use districts, the following types of architectural relief may be utilized to meet the requirements of this section:
 1. Canopies, permanent decorative awnings, or windows accompanied by overhangs that exceed eighteen (18) inches;
 2. Wall plane projections or recessions with a minimum of four-foot depth;
 3. Pilasters that project from a wall at least four (4) inches or columns;
 4. Roofline articulation as described below may count as one (1) element for a façade if it is used on a façade where the articulation is not already required;

5. A well-defined cornice or other architectural termination to visually cap the building along a parapet may count as one (1) element for a façade if it is used on a façade where this feature is not already required;
 6. Recessed entries, stoops, porches, or arcades;
 7. Balconies that extend from the building;
 8. Boxed or bay windows;
 9. Decorative stormwater management initiatives physically integrated with the building, as approved by the Administrator; or
 10. Other architectural relief elements that provide a visual interest to the affected façade and are of a physical scale to possess architectural significance may be approved by the Administrator.
- b. For all properties zoned SC Suburban Commercial and WC Wellborn Commercial, the following types of architectural relief may be utilized to meet the requirements of this section:
1. Decorative or functional window shutters;
 2. Covered front porch extending along at least fifty (50) percent of building façade and projecting a minimum of four (4) feet from the face of the building, if used on a façade where this feature is not already required;
 3. Eaves in excess of eighteen (18) inches, if used on a façade that does not have a covered front porch;
 4. Window planter boxes;
 5. Window canopy;
 6. Dormers;
 7. Transom windows;
 8. Decorative façade lighting;
 9. Chimneys or cupolas;
 10. Cross gables;
 11. Entry Portico;
 12. Horizontal articulation with a minimum depth of four (4) feet for WC Wellborn Commercial only; or
 13. Other architectural relief elements that provide a visual interest to the affected façade and are of a physical scale to possess architectural significance may be approved by the Administrator.

- c. For all properties zoned MU Mixed-Use, the following types of architectural relief may be utilized to meet the requirements of this section:
 - 1. Canopies or permanent decorative awnings;
 - 2. Wall plane projections or recessions with a minimum of four-foot depth;
 - 3. Pilasters that project from a wall at least four (4) inches or columns;
 - 4. Recessed entries, stoops, porches, or arcades;
 - 5. Balconies that extend from the building;
 - 6. Boxed or bay/oriel windows;
 - 7. Hood/drip molding over windows;
 - 8. Cornices, corbelling, quoining, or stringcourses;
 - 9. Decorative or functional window shutters;
 - 10. Window planter boxes;
 - 11. Transom windows;
 - 12. Decorative façade lighting;
 - 13. Chimneys or cupolas; or
 - 14. Other architectural relief elements that provide a visual interest to the affected façade and are of a physical scale to possess architectural significance may be approved by the Administrator.
- d. Other Mass and Design Requirements:
 - 1. For all properties zoned SC Suburban Commercial: Gross Floor Area of a single structure shall not exceed fifteen thousand (15,000) square feet in area.
 - 2. For all properties zoned WC Wellborn Commercial: Gross Floor Area of a single structure shall not exceed ten thousand (10,000) square feet in area.
 - 3. For all properties zoned MU Mixed-Use:
 - a. The ground-floor shall have a minimum floor-to-ceiling height of twelve (12) feet.
 - b. The commercial portions of any façade facing a public right-of-way, street, or public way shall be at least thirty (30) percent transparent between zero (0) feet and eight (8) feet above ground level.
 - c. Public entry is required on all façades facing a public right-of-way, street, or public way. In the event that more than two (2) façades require a public entrance, the Administrator may determine which two (2) façades require

entrances. The Administrator may also forward the question to the Design Review Board for any reason.

- d. Loading docks, overhead doors and service entries shall not be located on a façade facing a public right-of-way, street, or public way. In the case that more than two (2) façades face a public right-of-way, street, or public way, the Administrator shall determine the most appropriate façade for such activities.
- e. Roof and Roofline Design.
 1. On buildings three (3) stories or less, the horizontal line of a flat roof or parapet along a primary entrance façade, along any façade facing a public right-of-way of a street classified as a minor arterial or greater on the Thoroughfare Plan, and on all façades visible from a public right-of-way for properties that are zoned MU Mixed Use, shall vary by a minimum of two (2) feet up or down so that no more than sixty-six (66) percent of the roofline is on the same elevation, as represented below.



2. For all rooflines that are required to articulate as described above, the parapet roof line shall feature a well-defined cornice or other architectural termination to visually cap the building along the roofline.
3. For all properties zoned SC Suburban Commercial and WC Wellborn Commercial: Roofs shall be similar to residential roof types. Flat roofs are not permitted. Shed roofs are only permitted as part of a peaked roof network. A peaked parapet is permitted if it gives the appearance of a pitched roof from all sides. Roof slope must be a maximum of 8:12 and a minimum of 4:12.”

4. Building Materials.

- a. The following minimum amount of fired brick , natural stone, marble, granite, or any concrete product so long as it has an integrated color and is textured or patterned (not aggregate material) to simulate brick, stone, marble, or granite shall be provided:
 1. A minimum of ten (10) percent on any façade visible from a public right-of-way or public way;
 2. A minimum of twenty (20) percent on primary entrance façades (single or multiple tenant building) that exceed two-hundred (200) feet in horizontal length;

3. A minimum of twenty (20) percent on any façade facing a public right-of-way of a street classified as a major collector on the Thoroughfare Plan; and
 4. A minimum of thirty (30) percent on any façade facing a public right-of-way of a street classified as a minor arterial or greater on the Thoroughfare Plan.
- b. Building materials used to meet the minimum material requirements as provided above may not be painted.
 - c. The following building materials are allowed on all façades subject to the following limitations:
 1. Stucco, EIFS, high build textured paint on concrete to simulate the appearance of stucco, split-face concrete masonry that does not simulate brick or stone, fiber cement siding, reflective glass, or any material equivalent in appearance and quality as determined by the Design Review Board, shall not cover more than seventy-five (75) percent of any façade.
 2. Wood or cedar siding, stainless steel, chrome, standing seam metal, premium grade architectural metal, or architecturally finished metal panels (not corrugated metal) shall not cover more than thirty (30) percent of any façade.
 3. Tile or smooth face, tinted concrete blocks shall only be used as an accent and shall not cover more than ten (10) percent of any façade.
 4. Painted metal panel siding is allowed without limitation on a rear façade of a building when the façade is not visible from a right-of-way, parkland, greenway, or any residential area.
 5. Galvanized steel and painted steel are allowed on doors, including roll-up doors.
 6. Metal, standing seam metal, architectural metal or steel may be used as a roof and or canopy/awnings with no limitation on percentage.
 7. In WC Wellborn Commercial wood or cedar siding shall be allowed but not cover more than seventy-five (75) percent of any façade and reflective glass shall not cover more than thirty (30) percent of any façade.
 - d. When determining the area of a façade, doors, windows, and other openings are included and roof area is not included.
 - e. Existing buildings may continue to utilize materials other than those listed provided that any material replacement is for maintenance purposes only and the existing material is continued. Any material change or replacement of more than ten (10) percent of the total area of a façade, including on a cumulative basis, shall require that all building materials be brought into compliance on that façade.
 - f. All architectural submittals shall provide elevation drawings for each façade and a material legend (see sample below) for each façade.

SAMPLE LEGEND USE OF MATERIALS ON FAÇADE 'A'		
Total Square Footage of Façade 'A': 10,000 s.f.		
Materials	Façade Area in Square Feet	Percent of Facade
Stucco	2,000 s.f.	20%
Brick	5,000 s.f.	50%
Doors and Windows	3,000 s.f.	30%

Exhibit I

That Appendix A, “Unified Development Ordinance,” Article 7, “General Development Standards”, Section 7.10, “Non-Residential Architectural Standards”, Subsection 7.10.E, “Waivers and Appeals”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

“E. Waivers and Appeals.

The Design Review Board (DRB) shall review requests for deviations from the Non-Residential Architectural Standards. The DRB shall approve waivers or appeals found meeting the intent and general purposes of the standards as it is recognized that unique and unforeseen design circumstances exist in application of the standards. Financial hardship may not be considered in the review or determination of a waiver proposal.

DRB may review and grant approval of the following:

1. Substitutions of building materials if the applicant shows that:
 - a. The building material is a new or innovative material manufactured that has not been previously available to the market or the material is not listed as an allowed or prohibited material herein;
 - b. The material is similar and comparable in quality and appearance to the materials allowed in this Section 7.10; or
 - c. The material is an integral part of a themed building (example 50’s diner in chrome).
2. Alternate materials on each façade if the applicant shows that:
 - a. The applicant is a franchised and/or chain commercial use to be developed as a single detached building (not integrated into a multi-tenant building);
 - b. The proposed materials are part of its corporate branding; and
 - c. The applicant provides all of the alternative materials schemes the chain or franchise has used.
3. Alternative materials on façade work that does not involve an expansion of an existing building as defined in Article 9 of the UDO or constitute redevelopment if the applicant shows that:
 - a. The materials allowed in this section cannot be utilized without a structural alteration(s) to the existing building;
 - b. A licensed professional engineer or architect verifies in writing that a structural alteration is required to apply the permitted façade materials to the building; and
 - c. The DRB may grant a variance of up to one hundred (100) percent from the façade articulation or roofline standards herein if the applicant shows that it is not financially or structurally feasible.
4. Alternatives to the options for required screening of mechanical equipment.

5. Alternatives to the design elements available to provide architectural relief.
6. Relief from the building orientation and access for buildings in MU Mixed-Use districts when physical characteristics limit the site or provide unique orientation and access opportunities.
7. Reduction in the percentage of required building transparency for the rehabilitation or expansion of existing buildings in MU Mixed-Use districts if it can be proven by the applicant that inherent site characteristics constrain the proposed project from meeting the transparency requirement.”

Exhibit J

That Appendix A, “Unified Development Ordinance,” Article 7, “General Development Standards”, Section 7.10, “Non-Residential Architectural Standards”, Subsection 7.10.F, “Submittal Requirements”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

“F. Submittal Requirements.

When the non-residential architectural standards are applicable, submitted building elevations shall include the following:

1. Scaled building elevations for each façade, depicting the following:
 - a. Required architectural relief and other design elements; and
 - b. Location of building materials.
2. Accurate building footprint(s) and general orientation of the building façades in relation to adjacent rights-of-way, public ways, and properties;
3. Sample building material details as required by the Administrator; and
4. Table of vertical square footage and percentage of building materials for each façade.”