

Sherry Garrison, Council Position 1
Thane Harrison, Council Position 2
Tommy Ginn, Council Position 3

James Stokes, City Manager
Gary Jackson, Assistant City Manager



Jerry Mouton Jr., Mayor

Bill Patterson, Council Position 4
Ron Martin, Council Position 5
Rae A. Sinor, Council Position 6

Sandra Watkins TRMC,CMC City Secretary
Jim Fox, City Attorney

Ordinance # 3881

Resolution #2017-04

CALL TO ORDER

The 1681st meeting of the Deer Park City Council.

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. Proclamation honoring Sandra K. Watkins

[PRO 17-002](#)

Attachments: [Sandra Watkins](#)

PUBLIC HEARINGS

2. Joint Public Hearing on the request of the City of Deer Park to amend Ordinance No. 819, the Zoning Ordinance.

[JPH 17-001](#)

Recommended Action: Hear the request of the City of Deer Park

Attachments: [PZ_JPH_022117_City of Deer Park_Zoning](#)
[Recommendation Letter - City of Deer Park](#)
[Zoning Ordinance \(2\)](#)

AWARDING/REJECTING BIDS

The Mission of the City of Deer Park is to deliver exemplary municipal services that provide the community a high quality of life consistent with our history, culture and unique character.

3. Awarding Bid for the construction of the Deer Park Community Development Corporation Dow Park Pavilion and Improvements. [BID 17-008](#)

Recommended Action: Recommend that council approve the awarding of bid to South Pools, Inc. in the amount of \$617,737.50 for the construction of the Dow Park Pavilion and Improvements.

Department: Deer Park Community Development Corporation

Attachments: [Revised project manual including Section 00100 00300 00400 00410 00800](#)
[Unit Price Schedule spreadsheet](#)
[02.14.17 DowPark UnitPriceSchedule Comparison](#)
[02.15.17 Bid Clarification Letter](#)

CONSENT CALENDAR

4. Approval of minutes of workshop meeting of February 7, 2017. [MIN 17-023](#)

Recommended Action: Approval

Attachments: [CC MW 020717](#)

5. Approval of minutes of regular meeting of February 7, 2017. [MIN 17-022](#)

Recommended Action: Approval

Attachments: [CC MR 020717](#)

6. Approval of minutes of emergency meeting of February 13, 2017. [MIN 17-024](#)

Recommended Action: Approval

Attachments: [CC ME 021317](#)

7. Approval of tax refund to Marco Group International in the amount of \$19,795.26 due to a value decrease granted by Harris County Appraisal District. [TAXR 17-004](#)

Recommended Action: Approve the tax refund to Marco Group International.

Department: Finance

8. Approval of tax refund to Marco Group International in the amount of \$2,795.22 due to a value decrease granted by Harris County Appraisal District. [TAXR 17-005](#)

Recommended Action: Approve the tax refund to Marco Group International.

Department: Finance

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9. Approval of recommendation from the Historical Committee to authorize an agreement with SWCA Environmental Consultants for Due Diligence and Application for an Official Texas Historical Marker for the Mary W. Jackson and William Wilson Gravesite. [AUT 17-020](#)

Recommended Action: Authorize an agreement with SWCA Environmental Consultants for Due Diligence and Application for an Official Texas Historical Marker for the Mary W. Jackson and William Wilson Gravesite.

Department: City Manager's Office

Attachments: [Deer Park_proposal REV 20170201](#)

10. Authorization to purchase and install a wrought iron picket fence from Gray Layne Construction in Dow Park at the gravesite for Mary W. Jackson and William Wilson. [PUR 17-007](#)

Recommended Action: Authorize the purchase and installation of a wrought iron picket fence in Dow Park, at the grave site for Mary W. Jackson and William Wilson, the Gray Layne Construction Option 2.

Attachments: [02.08.17 Gray Layne Fence Quote](#)

11. Acceptance of completion and release of retainage for Hillshire and Estate Waterline Rehabilitation Project [ACT 17-011](#)

Recommended Action: Staff is requesting that council approve the balancing change order and release of retainage to the contractor.

Attachments: [Balancing Change Order](#)

12. Acceptance of completion and release of retainage to Hoggatt, LP for the Gateway Monument Repair Project. [ACT 17-013](#)

Recommended Action: Staff is requesting that council accept completion of the project and approve release of retainage to the contractor.

13. Authorization to advertise and bid the Deer Park Animal Shelter and Adoption Center [AUT 17-022](#)

Recommended Action: Council authorize staff to advertise and bid the Deer Park Animal Shelter and Adoption Center

Attachments: [Deer Park Cost revised 2-14-17](#)

14. Authorization to advertise and receive bids for Replacement of 10" Force Main at Harris County Flood Control District Unit B112-00-00 [AUT 17-017](#)

Recommended Action: Staff is recommending that council authorize Engineering to advertise and receive bids on the above mentioned project.

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15. Authorization of a change in the capital improvements and equipment requested by Touchstone Golf, LLC.

[AUT 17-011](#)

Recommended Action: Authorize the change in the capital improvements and equipment requested by Touchstone Golf, LLC as well as authorize the additional funds for the repair of the cannon.

Department: Parks & Recreation

Attachments: [06.28.16 Touchstone Capital Project List](#)

[2016 Capital Bid](#)

[2017 Proposed Capital Quote](#)

[2017 Cannon Repair Quotes](#)

16. Authorization to purchase the services of SKE Construction LLC through the Buy Board for the Storm Drain Replacement Project

[AUT 17-018](#)

Recommended Action: Staff is recommending that council authorize the purchase of the services of SKE Construction LLC for the Storm Drain Replacement Project.

Attachments: [Work Order/Price Proposal Detail](#)

COMMENTS FROM AUDIENCE

The Mayor shall call upon those who have registered to address Council in the order registered. There is a five minute time limit . A registration form is available in the Council Chambers and citizens must register by 7:25 p.m.

NEW BUSINESS

17. Consideration of and action on the purchase and installation of wellness equipment from Total Recreation Products, Inc. in McHenry Park at the E.M. Maxwell Adult Center.

[PUR 17-006](#)

Recommended Action: Authorize the purchase and installation of wellness equipment from Total Recreation Products, Inc. through the BuyBoard.

Attachments: [TM-12059-16 Rev 2 City of Deer Park - Fitness Equipment](#)

[TM-12059-16-1A1R2](#)

18. Consideration of and action on authorizing the Library to submit a grant application for 2018 Impact Grant through the Texas State Library and Archives Commission.

[GRT 17-001](#)

Recommended Action: Authorize submittal of reimbursement grant application

Attachments: [2018 Grant Guidelines](#)

The Mission of the City of Deer Park is to deliver exemplary municipal services that provide the community a high quality of life consistent with our history, culture and unique character.

19. Consideration of and action on an ordinance amending the Fiscal Year 2016-2017 Budget for the Police Department Forfeiture Fund for the purchase of Rapid Deployment Armor packages for the City's police officers. [ORD 16-122](#)

Attachments: [Vest memo](#)
[vest spreadsheet](#)
[US armor quote \(1\)](#)
[OSS quote](#)
[Cop Stop quote](#)
[Ord - Amend Budget FY17 PD Body Armor](#)

20. Consideration of and action on an ordinance calling a General Election on May 6, 2017 to elect a Mayor and three Councilmembers. [ORD 17-014](#)

Recommended Action: Adoption of the ordinance.
Department: City Secretary's Office
Attachments: [Call Election-Place 1,2,3 Mayor Councilmembers-for May 2017](#)

21. Consideration of and action on an ordinance amending the Fiscal Year 2016-2017 Budget of the Golf Course Lease Fund for additional equipment and capital improvements. [ORD 17-009](#)

Recommended Action: Approve the ordinance to amend the Fiscal Year 2016-2017 Budget of the Golf Course Lease Fund for additional equipment and capital improvements.
Attachments: [Ord - Amend Budget FY17 Golf Course Capital](#)

22. Consideration of and action on an ordinance amending the Fiscal Year 2015-2016 Budget for the Limited Tax Refunding Bonds, Series 2016. [ORD 17-012](#)

Recommended Action: Approve the ordinance amending the 2015-2016 Budget for the Limited Tax Refunding Bonds, Series 2016.
Department: City Manager's Office
Attachments: [Ord - Amend Budget FY16 Refunding](#)

23. Consideration of and action on an ordinance amending the Fiscal Year 2016-2017 Water & Sewer Fund Budget. [ORD 17-013](#)

Recommended Action: Approve the ordinance amending the Fiscal Year 2016-2017 Water & Sewer Fund Budget.
Department: Public Works
Attachments: [Budget Amendment for Water & Sewer 2016-2017 FY](#)

The Mission of the City of Deer Park is to deliver exemplary municipal services that provide the community a high quality of life consistent with our history, culture and unique character.

24. Consideration of and action on the results of the joint public hearing and the proposed amendments to Ordinance No. 819, the Zoning Ordinance. (1st reading).

[ORD 17-015](#)

Recommended Action: Approve the ordinance amending the Zoning Ordinance (1st of 3 readings).

Department: City Manager's Office

Attachments: [Larry's revised Zoning - Final](#)

ADJOURN

Shannon Bennett, TRMC
Acting City Secretary

Posted on Bulletin Board
February 17, 2017

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 72 hours prior to any meeting. Please contact the City Secretary's office at 281.478.7248 for further information.

The Mission of the City of Deer Park is to deliver exemplary municipal services that provide the community a high quality of life consistent with our history, culture and unique character.



Legislation Details (With Text)

File #: PRO 17-002 **Version:** 1 **Name:**
Type: Proclamation **Status:** Agenda Ready
File created: 2/16/2017 **In control:** City Council
On agenda: 2/21/2017 **Final action:**
Title: Proclamation honoring Sandra K. Watkins
Sponsors:
Indexes:
Code sections:
Attachments: [Sandra Watkins](#)

Date	Ver.	Action By	Action	Result
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Proclamation honoring Sandra K. Watkins

Summary: Mayor Mouton will present Sandi Watkins with a Proclamation honoring her service for over 31 years with the City of Deer Park.

Fiscal/Budgetary Impact:

N/A



Office of the Mayor

P r o c l a m a t i o n

WHEREAS, Sandra Watkins, TRMC, City Secretary, City of Deer Park, began municipal service in Deer Park in 1985 as the Deputy City Secretary, and was appointed City Secretary in May, 1992. She graduated as a Texas Registered Municipal Clerk in 2000, recertified in January 2005, 2010, and 2015. Sandi is also the City's Records Management Officer and Municipal Election Administrator, and has served on various city sub-committees, such as Employee Awards Banquet Committee, Supervisor of the Month Committee, Website Committee, Communications Committee, and is a member of the City's Emergency Operations Center Staff; and

WHEREAS, Sandi served on the State Executive Board for the Texas Municipal Clerks Association as a Trustee from 2011-2013; Secretary in 2014; Treasurer in 2015; and Vice-President in 2016. Past service at the State level has included State Historian; chaired the Resolution Committee; chaired the TML Booth Committee; chaired the Scholarship Committee; Nominating and Audit Committee; Texas Municipal Clerks Certification Committee; and board liaison; and

WHEREAS, Sandi has been a convener for several TMCA seminars and co-presenter for the past 7 years on the Early Voting process for the TMCA Election Law Seminar. She is co-author of Chapter 12, "Records Management," and Chapter 15, "Professional Etiquette and Protocol," of the Texas Municipal Clerks Handbook, 10th edition; and

WHEREAS, Sandi was selected as Municipal Clerk of the Year for the Salt Grass Chapter in 2000, and again in 2009. She was nominated for the State Municipal Clerk of the Year by the Salt Grass Chapter in 2013 and 2015, and was selected TMCA's State Municipal Clerk of the Year in 2015; and

WHEREAS, Sandi has earned several scholarships including: Dorothy Byrd Scholarship in 2000; Municipal Code Scholarship in 2006; Laserfiche Scholarship in 2006; Municipal Code Innovations for Records Management Scholarship in 2008; Deloris McKenzie Scholarship in 2009; TML TMCA Session Committee Scholarship in 2014; and the Linebarger Goggan Blair Scholarship in 2015; and

WHEREAS, Sandi has served as the Secretary/Treasurer for the Deer Park LEPC since inception in May 1986, and a member of the Community Awareness Subcommittee coordinating the Wally Wise Guy Program since 1994 and is often referred to as Wally's mom. Since May 1992, she has served as the City Liaison and Secretary to the Deer Park Volunteer Fire Department Pension Board.

WHEREAS, NOW, THEREFORE, I, Mayor Jerry Mouton, City of Deer Park, along with the City Council, as a tribute to Sandi Watkins, would you please join us as we hereby proclaim February 28th, 2017

"Sandra Watkins Day"

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the Official Seal of the City of Deer Park to be affixed hereto this twenty first day of February, Two Thousand and Seventeen, A.D.

Jerry Mouton, Mayor
City of Deer Park, Texas



Legislation Details (With Text)

File #: JPH 17-001 **Version:** 1 **Name:**

Type: Joint Public Hearing **Status:** Agenda Ready

File created: 2/14/2017 **In control:** City Council

On agenda: 2/21/2017 **Final action:**

Title: Joint Public Hearing on the request of the City of Deer Park to amend Ordinance No. 819, the Zoning Ordinance.

Sponsors:

Indexes:

Code sections:

Attachments: [PZ JPH 022117 City of Deer Park Zoning Recommendation Letter - City of Deer Park Zoning Ordinance \(2\)](#)

Date	Ver.	Action By	Action	Result
2/21/2017	1	City Council		

Joint Public Hearing on the request of the City of Deer Park to amend Ordinance No. 819, the Zoning Ordinance.

Summary:

On February 9, 2017, the Planning and Zoning Commission met for a preliminary public hearing to consider the request of City of Deer Park to amend Ordinance No. 819, the Zoning Ordinance.

As a result of the hearing, the Planning and Zoning Commission would like to recommend the amendments of the zoning ordinance be approved with the exception of the variance fee to remain at a cost of \$150.00.

Fiscal/Budgetary Impact:

None

Hear the request of the City of Deer Park

NOTICE OF JOINT PUBLIC HEARING

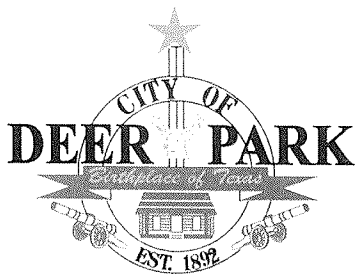
Notice is hereby given that the City Council and the Planning and Zoning Commission of the City of Deer Park, Texas, will hold a joint public hearing at City Hall, 710 East San Augustine Street, at 7:30 p.m. on the 21st day of February, at which time and place they will hear all persons desiring to be heard on or in connection with any matter or question involving:

The proposed amendments to Ordinance No. 819, the Zoning Ordinance.

The proposed amended Zoning Ordinance may be viewed on the City of Deer Park website at www.deerparktx.gov.

Shannon Bennett, TRMC
Acting City Secretary

Dated this 10th day of January 2017



Stan Garrett, Chairman
Hal Anderson, Commissioner
Don Tippit, Commissioner
Ray Balusek, Commissioner
Danielle Wendeburg, Commissioner

710 E. San Augustine • P. O. Box 700 • Deer Park, Texas 77536 • (281) 479-2394 • Fax: (281) 478-7217

PLANNING & ZONING COMMISSION

February 10, 2017

Honorable Mayor and City Council
City of Deer Park
P. O. Box 700
Deer Park, Texas 77536

Honorable Mayor and Council:

On February 9, 2017, the Planning and Zoning Commission met for a preliminary public hearing to consider the request of City of Deer Park to amend Ordinance No. 819, the Zoning Ordinance.

As a result of the hearing, the Planning and Zoning Commission would like to recommend the amendments of the zoning ordinance be approved with the exception of the variance fee to remain at a cost of \$150.00.

Respectfully submitted,

Stan Garrett
Chairman
Planning and Zoning Commission

Appendix A - ZONING

ORDINANCE NO. 819

An ordinance amending in its entirety the Zoning Ordinance of the City of Deer Park, Texas, No. 283, adopted October 24, 1963, as amended, this ordinance establishing zoning regulations and districts in the City of Deer Park, Texas, in accordance with a comprehensive plan, regulating and restricting the height, number of stories, size, type and character of construction of buildings and other structures, the area of lots and buildings that may be occupied, the size of lots, yards, courts and other open places, the density of population, the location and uses of buildings, structures and land for predevelopment, commerce, trade, industry, residences and other purposes; establishing the boundaries of such districts, regulating and restricting the occupancy, improvement, erection, placement, construction, removal, reconstruction, demolition, conversion, alteration, repair and use of buildings, structures, signs and land within such districts, providing uniform regulations for the several classes and kinds of uses, buildings and structures, the types and character of construction and uses within the several districts; adopting a map setting forth the several districts, adopting certain regulations, restrictions, limitations, performance standards and provisions applicable to such districts and requiring compliance with all of the provisions of this ordinance, defining terms used in this ordinance, and setting forth its purpose and objective, providing for vehicular loading and parking, providing for accessory buildings and uses for nonconforming uses of buildings, structures and land; providing for certain exceptions, modifications and special conditions to the uses established, providing the procedure to obtain specific use permits in certain instances, providing for completion of structures under construction at the time of passage of this ordinance; providing for administrative procedure and for the duties of the City Director of planning and inspections in connection with the administration of this ordinance; providing for building permits and certificates of occupancy; providing for pending litigation and prior violations; providing for a board of adjustment and the powers and procedure thereof; providing the procedure for amendments; providing for severability; prescribing a penalty by fine of not less than \$25.00 nor more than \$2,000.00 for violations, each day violations are permitted to exist constituting a separate offense.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS

That Ordinance No. 283 of the City of Deer Park, Texas, known as the Zoning Ordinance, passed and approved October 24, 1963, together with all amendments thereto, is hereby amended in its entirety to read as follows:

FOOTNOTE(S):

--- (1) ---

Editor's note—Appendix A, derived from Ord. No. 819, adopted August 24, 1971, is included herein as enacted including section designations and catchlines. Where the term "section" was erroneously used, it has been changed to "section." Amendments to the ordinance are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original ordinance. Obvious misspellings and punctuation errors have been corrected without notation. For stylistic purposes, headings and catchlines have been made uniform and the same system of capitalization, citation to state statutes, and expression of numbers in text as appears in the Code of Ordinances has been used. Additions made for clarity are indicated by brackets.

Charter reference— Planning and zoning, art. VIII.

State Law reference— Regulation of land use, structures, businesses and related activities, V.T.C.A., Local Government Code § 211.001 et seq.

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How to Use This Ordinance?

Content Organization and Page Layout

The Zoning Ordinance is organized into 18 sections, which are further divided using standard outline hierarchy. The content and page layout are designed to promote a clear understanding of requirements, as well as quick retrieval of relevant standards, procedures and other information. The following key assists with navigating through this document.

Reading the Ordinance

Rules have been established to assist with interpreting the ordinance. Below are some rules to keep in mind when reading this document:

- ☑ Sometimes there may be general and specific regulations that pertain to one particular aspect of site design. In such instances, the specific regulations must be followed.
- ☑ Discrepancies between text and an illustration (including its caption) may occur. In the case of such discrepancies, the text is considered the accurate source of information.
- ☑ The use of the word shall carries significant meaning. Shall regulations must be followed. Requirements that use the word may are discretionary, meaning that the requirement is at the discretion of the Planning Commission or Zoning Board of Appeals.
- ☑ Section 18, Definitions, contains over 330 terms. If a term is not listed in this section, it will carry the meaning customarily assigned to it.
- ☑ Conjunctions are often used and must be read accurately:
 - AND indicates that all connected items, conditions, provisions or events shall apply.
 - OR indicates that the connected items, conditions, provisions or events may apply singly or in any combination. (OR may also be read “and/or”)
 - EITHER ... OR indicates that the connected items, conditions, provisions or events shall apply singly, but not in combination.

SECTION 1 – ZONING GENERAL PROVISIONS

Section 1. Zoning General Provisions

1.01 Title.

This ordinance and subsequent regulations of the City of Deer Park, Texas shall be known as, and may be cited and referred to as the “Deer Park Zoning Ordinance”

1.02 Authority.

This Zoning Ordinance is adopted pursuant to the authority granted by the U.S. Constitution, the Texas Constitution, and the laws of the State of Texas, specifically including Chapter 211 (*municipal zoning authority*) of the Texas Local Government Code, and the home rule charter of the City of Deer Park.

1.03 Purpose.

1.03.1. Zoning Ordinance Intent.

The purpose and object of this ordinance is to change existing zoning districts and regulations of the City of Deer Park, Texas, to provide such new districts and regulations as have been demonstrated as being needed by the comprehensive plan of the City of Deer Park to promote health, safety, morals, and the general welfare of the City of Deer Park. The zoning regulations and districts established by this ordinance have been designed to do the following:

- Lessen congestion in the streets;
- To secure safety from fire, panic and other danger;
- To provide adequate light and air;
- To prevent the overcrowding of land;
- To avoid undue concentration of population; and
- To facilitate the adequate provisions of transportation, water, sewerage, schools, parks, and other public requirements.

They have been made with reasonable consideration, among other things, for the character of district and for its peculiar suitability for particular uses, and with a view to conserving the value of buildings and encouraging the most appropriate use of the land throughout the City of Deer Park, Texas. The comprehensive basic purpose set forth in this article includes the specific purposes provided herein for the individual zoning districts and use groups.

All land, buildings, structures or appurtenances thereon located within the City of Deer Park, Texas, which are hereafter occupied, used, erected, altered, removed, placed, demolished or converted shall be occupied, used, erected, altered, removed, placed, demolished or converted in conformance with the zoning regulations prescribed for the zoning district in which such land or building is located, as hereinafter provided.

SECTION 1 – ZONING GENERAL PROVISIONS

1.03.2. Zoning Ordinance Considerations.

The zoning regulations and districts have been made with reasonable consideration, among other things, for the character of the district, and its peculiar suitability for the particular uses specified; and with a view to conserving the value of building and encouraging the most appropriate use of land throughout the City consistent with the Comprehensive Plan. The Comprehensive Plan has been used as a guide to develop the regulations within this Zoning Ordinance.

1.04 Official Zoning District Map.

1.04.1. Zoning Districts Shown on the Zoning District Map.

The boundaries of zoning districts set out herein are delineated upon a Zoning District Map of the City, adopted as part of this ordinance as fully as if the same were set forth herein in detail.

1.04.2. Official Zoning District Map.

1. The Official Zoning District Map shall be labeled the “Official Zoning District Map of the City of Deer Park, Texas,” shall be signed by the City Secretary and the Mayor on the date of adoption, and shall be maintained as a physical hard-copy file and an electronic file. In the case of a dispute, the hard-copy shall control.
2. The “Official Adoption Date” and the “Last Amended Date” shall be shown on the Official Zoning District Map.

1.04.3. Establishment and Interpretation of District Boundaries.

1. Zoning Map.
The boundaries of the districts are as shown on the map designated as "zoning map," signed by the mayor and city secretary, and said map shall form part of this ordinance to the same extent as if included herein.
2. District Boundaries.
Unless otherwise indicated on the zoning map, the district boundaries are property lines or the center lines of streets, alleys, or railroad tracks, or the projections thereof, or lines at specified distances therefrom, as same existed at the time of enactment of this ordinance.
3. Location of District Boundaries.
Where uncertainty exists as to the boundaries of any zoning district, or where the boundaries of a street or property existing on the ground are at variance with those shown on the zoning map, the board of adjustment, upon written application or upon its own motion, shall determine the location of such boundaries.
4. Exempt Districts.

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Since separate agreements exist between industry and the City of Deer Park, the provisions of this Zoning Ordinance shall not apply to those districts designated as M3 intensive industrial districts on the zoning map as defined in Section 1.05.2 and included as a part of this ordinance.

1.04.4. Interpretation of District Bulk and Area Regulations.

General. Unless otherwise indicated, the bulk and area regulations shall be interpreted to establish maximum or minimum permissiveness as follows:

Lot area	minimum
Lot area per dwelling unit	minimum
Lot width	minimum
Usable open space	minimum
Front yard	minimum
Rear yard	minimum
Side yards	minimum
Height	maximum

1.04.5. Specific Use Permit.

Uses which are regulated by a specific use permit when authorized in any district shall first have complied with the review and administrative procedures set forth under Section 17, section 17.04.

1.05 Management, Physical Locations, and Maintenance of the Official Zoning District Map.

1. Three (3) identical copies of the Zoning District Map shall be adopted and shall bear the signature of the Mayor and the attestation of the City Secretary. The three (3) official copies of the Zoning District Map shall be filed and maintained as follows:
 - a. One (1) copy shall be filed with the City Secretary and retained as an original record and shall not be changed in any manner.
 - b. One (1) copy shall be filed with the Building Official or other designee and shall be maintained with all changes and subsequent amendments for observation in issuing building permits and enforcing the Zoning District Map.
 - c. One (1) copy shall be filed in the office of the Director of Public Works or other designee and shall be maintained by posting thereon all changes and amendments.
2. The Director of Public Works or other designee shall maintain an electronic file of the official Zoning District Map, as it was originally adopted.

An additional copy of the original Zoning District Map shall be placed in the Office of the Chief Building Official or other designee.

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- a. The copy shall be used for reference and shall be maintained up-to-date by posting thereon all subsequent amendments and shall be identified as the Current Zoning District Map.
- b. In order to provide and maintain a current-to-date and accurate map of all zoning district boundaries, the City shall maintain electronic mapping files or other similar Geographic Information System (GIS) files of the Official Zoning District Map with all approved zoning amendments.
- c. In case of any question involving a district designation within the City, the updated copy of the Official Zoning District Map on file in the office of the Chief Building Official is presumed correct, and the person challenging the accuracy of that copy has the burden of presenting the Official Zoning Map, together with the ordinances amending the Map, to prove the inaccuracy of the updated copy.

1.05.1. Incorporating Updates to the Official Zoning District Map.

- The Director of Public Works or other designee shall be responsible for updates to the official Zoning District Map.
- The Director of Public Works or other designee's copy of the official Zoning District Map shall be used for reference and shall be maintained by incorporating all subsequent amendments enacted by official action of the City Council.
- The Director of Public Works or other designee shall use all reasonable means to protect the official Zoning District Map from damage, and to ensure the accurate restoration of the map file if damage or destruction of the original file occurs.

1.05.2. Changes or Amendments Reflected on the Map.

- Any changes or amendments made to the zoning district boundaries shall be incorporated into the Zoning District Map files (i.e., *physical and electronic*) promptly after the amendment has been approved by the City Council.
- The Director of Public Works or other designee shall maintain a descriptive log of amendments to the map.
- The Director of Public Works or other designee shall use all reasonable means to ensure that no changes are made to the official Zoning District Map without authorization by official action of the City Council.

1.05.3. Replacement of a Damaged, Destroyed, or Lost Official Zoning District Map.

- In the event that the official Zoning District Map file becomes damaged, destroyed, lost or difficult to interpret for any reason, the City Council may adopt a new official Zoning District Map by ordinance following a public hearing.
- The new official Zoning District Map shall replace and supersede any prior official Zoning District Map.

SECTION 1 – ZONING GENERAL PROVISIONS

- As a true replacement map, the new official Zoning District Map shall not amend or otherwise change district boundaries or classifications from the prior official Zoning District Map.

1.05.4. Informational Zoning Maps with Updates.

- Informational zoning maps that are intended to represent the official Zoning District Map, with updated changes in zoning districts and boundaries as they are made, may be made from time to time and placed on physical display and on the City's website.
- The Director of Public Works or other designee shall be responsible for all informational zoning maps and the frequency of updates.

1.06 Compliance Required / Interpretation / Rules of Construction.

1.06.1. Compliance Required.

All land, buildings, structures or appurtenances located within the City shall conform to the zoning regulations prescribed for the zoning district in which such land or building is located, or subject to penalties as provided for by Code.

1.06.2. Interpretation.

1. Restrictiveness. Where the regulations in this ordinance are either more restrictive or less restrictive than comparable conditions imposed by any other provision of any other applicable law, ordinance, resolution, rule or regulation of any kind, the regulations that are more restrictive and impose higher standards shall govern.
2. Abrogation. These regulations are not intended to abrogate any easement, covenant or other private agreement, provided that where the requirements of this regulations are more restrictive or impose higher standards or regulations than such easement, covenant or other private agreement, the requirements of these regulations shall govern.
3. Cumulative Effect. These regulations are cumulative and may impose additional limitations upon all other laws and ordinances previously passed or that may be passed in the future on any subject matter set forth in these regulations.
4. Error Correction. In the event that any property or zoning district set forth on the Zoning District Map as provided in Section 1.04 Official Zoning District Map of this ordinance is misnamed, designated incorrectly, the boundaries are incorrect or the property is omitted, in part or in whole, the Zoning District Map may be amended and/or supplemented by the property owner of a tract, the City Council, or the Planning and Zoning Commission may submit an application to the Director of Public Works or other designee to initiate the error correction process, which shall be processed as a zoning map amendment.

SECTION 1 – ZONING GENERAL PROVISIONS

1.06.3. Rules of Construction.

The language set forth in these regulations is to be interpreted in accordance with the following rules of construction:

1. Number. The singular number includes the plural, and the plural the singular.
2. Tense. The present tense includes the past and future tenses, and the future the present.
3. Mandatory and Permissive Language. The word “shall” and “must” are mandatory while the word “may” is permissive.
4. Gender Terms. The masculine gender includes the feminine.
5. Parentheses. Any word appearing in parentheses directly after a word herein defined shall be construed in the same sense as the word.
6. Conflicts. If there is an expressed conflict:
 - a. The text of this ordinance controls over the charts or any other graphic display in this ordinance; and
 - b. The use regulations control over the district regulations in this ordinance.

1.07 Nonconforming Uses and Structures.

1.07.1. Intent of Provisions.

1. Existence of Nonconformities.
 - a. The purpose of this Subsection 1.07 is to establish provisions for the allowance and potential alteration of uses, lots and/or structures which do not conform to currently applicable standards or regulations, but which were in conformance with standards in place at the time of their inception, and have been rendered nonconforming due to a change in the applicable standards and regulations.
 - i. Nonconformities occur in three (3) general categories, or combinations thereof.
 - 1) Nonconforming lots as described in 1.07.2(1a). For example, a nonconforming lot can be nonconforming as to lot area or dimension requirement.
 - 2) Nonconforming structures as described in 1.07.2(1a). For example, a nonconforming structure can be nonconforming as to setback, yard, or height lot area or dimension requirement.
 - 3) Nonconforming uses are uses as described in 1.07.2(1a).
 - b. It is the declared intent of this section that nonconforming uses and structures eventually be eliminated and be required to comply with the regulations of the Zoning Ordinance, having due regard for the property rights of the person affected, the public welfare, and the character of the surrounding area.

SECTION 1 – ZONING GENERAL PROVISIONS

2. Limit Incompatibility.

It is further the intent of this Section 1.07 that nonconforming uses shall not be:

- a. Enlarged upon,
- b. Expanded or extended, or
- c. Used as a basis for adding other structures or uses prohibited elsewhere in the same district.

3. Incompatible Uses.

Notwithstanding anything to the contrary, nonconforming uses are hereby declared incompatible with the permitted uses in the districts involved.

1.07.2. Establishment of Legal Nonconforming Status.

1. Existence.

For purposes of interpretation of this subsection, any uses, structures and/or lots which in whole or part are not in conformance with current zoning standards shall be considered as follows.

a. Legal Nonconforming.

Those uses, structures or lots which in whole or part are not in conformance with current zoning standards, but were legally established at a prior date at which time they were in conformance with applicable standards. Such uses, structures or lots may be maintained or potentially altered subject to the provisions of this subsection.

b. Illegal Status.

Those uses, structures or lots which in whole or part are not in conformance with current zoning standards and were not in conformance with applicable standards at the time of their inception shall not be considered nonconforming, but shall be considered illegal uses, structures, or lots and shall not be approved for any alteration or expansion, and shall undertake necessary remedial measures to reach conformance with current standards, or be discontinued.

2. Time of Adoption.

Any use, platted lot, and/or structure is a lawful use at the time of the adoption of any amendment to this ordinance but by such amendment is placed in a district wherein such use, platted lot, and/or structure is not otherwise permitted shall be deemed legal nonconforming.

3. Annexation.

If a use, platted lot and/or structure was in existence at the time of annexation to the City and has since been in regular and continuous use shall be deemed legal nonconforming.

1.07.3. Burden of Demonstration.

The burden of establishing that any nonconformity is a legal nonconformity as defined in this subsection shall be borne by the owner or proponent of such nonconformity.

1.07.4. Continuing Lawful Use of Property and Existence of Structures.

SECTION 1 – ZONING GENERAL PROVISIONS

1. Abandonment of Nonconforming Use.

If a nonconforming use on a particular parcel of land shall cease operations for a period of more than six (6) months, then such nonconforming use shall be deemed to be permanently abandoned. Unless the Board of Adjustment reinstates the nonconforming rights pursuant to Section 11.6 Reinstatement of Nonconforming Rights of this Ordinance, such a use shall not be instituted on that parcel or other parcel in any district which does not permit the discontinued use. For the purpose of this paragraph, to “cease operations” shall mean to intentionally terminate operations of the nonconforming use. Any nonconforming use which does not involve a permanent type of structure or operation and which is moved from the premises shall be considered to have been abandoned.

2. Reinstatement of Nonconforming Use Rights.

An owner and/or operator of a nonconforming use that has been deemed permanently abandoned pursuant to 1.07.4(1) may request that the nonconforming rights to the use be reinstated pursuant to Section 11.6 Reinstatement of Nonconforming Rights of this Ordinance.

3. Prohibited Expansion or Reoccupation.

A nonconforming use or structure shall not be expanded, reoccupied with another nonconforming use, or increased as of the effective date of this ordinance except as provided in 1.07.6. Expansion of Nonconforming Uses and Structure.

4. Single Family Residential Uses.

- a. Conforming single family residential uses on platted lots approved prior to April 5, 2011, which may now be nonconforming due to stricter standards, shall be deemed in conformance with this ordinance as long as the use of the lot is allowed in the respective district.
- b. Only the lot size, depth, setbacks and width shall be allowed to be less than the regulations prescribed in the zoning district in which it is located. All other regulations of this ordinance shall be met, or the lot shall be considered nonconforming.

5. Existing Platted Lots are Conforming Lots.

Any existing vacant lot platted prior to April 5, 2011, which was legally conforming, shall be deemed a conforming lot.

1.07.5. Changing Uses and Nonconforming Rights.

1. Nonconforming Use to Conforming Use.

Any nonconforming use may be changed to a conforming use, and once such change is made, the use shall not be changed back to a nonconforming use.

2. Nonconforming Use to Another Nonconforming Use.

A nonconforming use may not be changed to another nonconforming use.

3. Conforming Use in a Nonconforming Structure.

Where a conforming use is located in a nonconforming structure, the use may be changed to another conforming use by the process outlined in 1.07.6 Expansion of Nonconforming Uses and Structures.

SECTION 1 – ZONING GENERAL PROVISIONS

1.07.6. Expansion of Nonconforming Uses and Structures

An expansion of a nonconforming use or structure is allowed in accordance with the following.

1. Nonconforming Use Expansion in Existing Building.

A nonconforming use located within a building may be extended throughout the existing building, provided.

- a. No structural alteration, except as provided in 1.07.6(5) below, may be made on or in the building except those required by law to preserve such building in a structurally sound condition.
- b. The number of dwelling units or rooms in a nonconforming residential use shall not be increased so as to exceed the number of dwelling units or rooms existing at the time said use became a nonconforming use.

2. Nonconforming Use Prohibited from Expansion beyond Existing Building.

Nonconforming use within a building shall not be extended to occupy any land outside the building.

3. Off-Street Loading and Parking.

Nonconforming use of land or building shall not be enlarged, increased, or extended to occupy a greater area of land than was occupied at the time the land became a nonconforming use, except to provide off-street loading or off-street parking space.

4. Residential Lot Exemption.

The minimum residential lot areas for the various zoning districts shall be in accordance with their respective districts except that a lot having less area than herein required which was an official "lot of record" prior to April 5, 2011, may be used for a single family dwelling.

5. Expansion of Nonconforming Buildings with Conforming Uses.

Buildings or structures which do not conform to the area regulations or development standards in this ordinance but where the uses are deemed conforming shall not increase the gross floor area greater than 10 percent from the date when the building became nonconforming.

6. Reuse of Abandoned or Vacant Buildings by Conforming Uses Allowed.

Buildings or structures which have been vacant or abandoned for more than six (6) months and do not meet the current area regulations or development standards shall be allowed to be re-occupied by a conforming use.

1.07.7. Restoration of Nonconforming Structures

1. Total Destruction.

If a nonconforming structure is destroyed by fire, the elements, or other cause, it may not be rebuilt except to conform to the provisions of this Ordinance.

2. Partial Destruction.

SECTION 1 – ZONING GENERAL PROVISIONS

In the case of partial destruction of a nonconforming structure not exceeding 51 percent of its total appraised value as determined by the Appraisal District, reconstruction will be permitted, but the existing square footage or function of the nonconforming structure cannot be expanded.

1.07.8. Movement of Nonconforming Structures

1. Relocation of a Nonconforming Structure within a Platted Lot.

Nonconforming structures may be relocated within the same platted lot.

2. Compliance.

Nonconforming structures shall comply with all setback and screening requirements.

1.07.9. Completion of Structures

Nothing herein contained shall require any change in the plans, construction, or designated use of the following.

1. Approved Building.

A building or structure for which a building permit has been issued or a Site Plan approved prior to April 5, 2011.

2. Building in the Approval Process.

A building or structure for which a complete application for a building permit was accepted by the Chief Building Official on or before the effective date of these regulations, provided however, that such building permit shall comply with all applicable ordinances in effect on the date such application was filed.

Section 2. Zoning Districts Established

2.01 Zoning District Authorization.

This Chapter contains regulations for 19 zoning districts, and the boundaries of those zoning districts are delineated on the Official Zoning District Map.

2.01.1. Zoning Districts.

The location and boundaries of the districts have been established by ordinance and are shown and delineated on the Official Zoning District Map.

2.01.2. Effect of Zoning District Change.

The reclassification of property to a new zoning district is an amendment of the Official Zoning District Map and shall be recorded on the Official Zoning District Map.

2.01.3. Interpretation of District Boundaries.

The district boundary lines shown on the Official Zoning District Map are designed to run regularly along streets, alleys or property lines. When uncertainty exists as to the boundaries of the districts on the Official Zoning District Map, the following rules apply unless indicated otherwise:

- Center Lines. Boundaries approximately following the centerlines of streets or highways shall be construed to follow such centerlines.
- Platted Lot Lines. Boundaries approximately following platted lot lines shall be construed as following such lot lines.
- City Limit Lines. Boundaries approximately following city limits shall be construed as following such city limits.
- Railroad Lines. Boundaries following railroad lines shall be construed to be the middle of the railroad easement or ROW.

Distances not specifically indicated on the Official Zoning District Map shall be determined by the scale of the map.

2.02 Zoning Districts Established.

2.02.1. Purpose.

The purpose of this section is to create zoning districts, to specify the nature and components of the permitted development within them, and to establish regulations regarding the physical character and intensity of development in order to protect the public health, safety and welfare.

2.02.2. Zoning Districts Established.

The City is hereby divided into the following zoning districts. The use, height and area regulations as set out herein apply to each district. The districts established herein shall be known as the following.

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SECTION 2 – ZONING DISTRICTS

District Group Designation	District Symbol	District Name
Special Zoning Districts		
Special Zoning Districts	PUD	Planned Unit Development District
	PD	Predevelopment District
Residential Zoning Districts		
Residential districts	SF1	Single-Family Residential District 1
	SF2	Single-Family Residential District 2
	SF3	Single-Family Residential District 3
	2F	Two-Family Residential (<i>Duplex</i>) District
	PH	Patio Home District
	TH	Townhome District
	MF1	Multiple-Family Low Density District 1
	MF2	Multiple-Family High Density District 2
	MH	Manufactured Home Parks District
Nonresidential Zoning Districts		
Commercial	OP	Office & Professional District
	NS	Neighborhood Shopping District
	HD	Highway District
	GC	General Commercial District
	MX	Mixed-Use District
Industrial Districts		
Industrial districts	M1	Industrial Park District
	M2	General Industrial District
	M3	Intensive Industrial District

The single-family dwelling district is comprised of the SF1, SF2, and SF3 districts; the multiple-family district is comprised of the MF1 and MF2 districts.

(Ord. No. 1679, § V, 11-1-1983)

SECTION 2 – ZONING DISTRICTS

2.03 Establishment and Interpretation of District Boundaries.

2.03.1. Zoning Map.

The boundaries of the districts are as shown on the map designated as "zoning map," signed by the mayor and City Secretary, and said map shall form part of this ordinance to the same extent as if included herein.

2.03.2. District Boundaries.

Unless otherwise indicated on the zoning map, the district boundaries are property lines or the center lines of streets, alleys, or railroad tracks, or the projections thereof, or lines at specified distances therefrom, as same existed at the time of enactment of this ordinance.

2.03.3. Location of District Boundaries .

Where uncertainty exists as to the boundaries of any zoning district, or where the boundaries of a street or property existing on the ground are at variance with those shown on the zoning map, the board of adjustment, upon written application or upon its own motion, shall determine the location of such boundaries.

2.03.4. Exempt Districts.

Since separate agreements exist between industry and the City of Deer Park, the provisions of this Zoning Ordinance shall not apply to those districts designated as M3 intensive industrial districts on the zoning map as defined in Section 2.03.1 and included as a part of this ordinance.

2.04 Interpretation of District Bulk and Area Regulations.

2.04.1. General.

Unless otherwise indicated, the bulk and area regulations shall be interpreted to establish maximum or minimum permissiveness as follows:

Lot Area	minimum
Lot Area per Dwelling Unit	minimum
Lot Width	minimum
Usable Open Space	minimum
Front Yard	minimum
Rear Yard	minimum
Side Yards	minimum
Height	maximum

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SECTION 2 – ZONING DISTRICTS

2.05 Specific Use Permit (SUP).

Uses which are regulated by a specific use permit when authorized in any district shall first have complied with the review and administrative procedures set forth under Section 17.04.

2.06 Zoning Map Reproduction.

Reproductions for information purposes may be made of the Official or Current Zoning District Map.

2.07 Zoning Violations.

Any person, firm, or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of the Zoning Ordinance shall be fined not more than \$2,000 for each violation. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 3 – PREDEVELOPMENT DISTRICTS

Section 3. Predevelopment Districts

3.01 Purposes.

The regulations for the predevelopment district are designed to preserve temporarily, in agricultural use, land which may be suited for eventual development in some urban use, pending the need and proper timing for the economical provisions of major streets, utilities and other facilities.

3.02 Permitted Uses.

3.02.1. Principal Uses.

Principal uses permitted in a predevelopment district are limited to those included in the use groups set forth below, subject to the indicated district regulations. Detailed lists of permitted uses in the various use groups are set forth in Section 12 of this chapter.

Use Groups	District Regulations
Group 1. Agriculture (<i>field crops, etc.</i>)	None
Group 2. Animal Husbandry	Special conditions as set forth in Section 14.18
Group 3. Single-family Dwellings	None
Group 10. Community Facilities	Specific use permit by City Council & conditions as indicated in Section 12.
Group 11. Community Facilities	Same as Group 10.
Group 12. Public Utility & Similar Facilities	Same as Group 10.
Group 28. Outdoor Advertising	Special conditions as set forth in Section 14.22

3.02.2. Accessory Uses.

Accessory uses to any of the above principal uses.

3.03 Bulk and Area Regulations.

In a predevelopment district, any use of land and any structure shall be subject to the following bulk and area regulations:

Lot Area	3 acres
Lot Area per Dwelling Unit	3 acres
Lot Width	200 feet
Front Yard	25 feet

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Rear Yard	20 feet
Side Yard	5 feet minimum 10 feet aggregate
Height	35 feet

3.04 Off-street Parking and Loading Requirements.

The number of off-street parking spaces required shall be as set forth in Section 12, and developed as provided by Section 16.09. Off-street loading requirements are set forth in Section 16.09.

3.05 Living Area.

The minimum living area of a single-family dwelling when constructed in any predevelopment district shall be 1,000 SF.

SECTION 4 – RESIDENTIAL DISTRICTS

Section 4. Residential Districts

4.1 Purpose.

The regulations for residential districts are designed to:

- Protect the residential character of areas so designated by excluding therefrom principal commercial and industrial activities;
- Encourage a suitable environment for family life by permitting appropriate neighborhood facilities such as churches, schools, and playgrounds;
- Permit certain institutions and utility facilities considered necessary in or compatible with residential neighborhoods;
- Preserve openness of the living areas and to avoid overcrowding by requiring certain minimum yards, open spaces, and site areas, and maximum bulk of structures;
- Provide for access of light and air to windows and for privacy, as far as possible, by controls over the spacing and height of buildings and other structures;
- Make available areas suitable for a variety of dwelling types and densities to permit a wide range of individual choice;
- Ensure the provision of adequate off-street parking space to provide for the parking needs of the permitted uses;
- Protect residential areas against hazardous, offensive or objectionable influences;
- Protect residential areas against heavy traffic and against through traffic of all kinds.

4.2 District Descriptions.

4.3 Single Family (SF) District.

4.03.1. Permitted Uses.

4.03.1.1. Principal Uses.

Principal uses permitted in an SF district are limited to those included in the use groups set forth below, subject to the indicated district regulations. Detailed lists of permitted uses in the use groups are set forth in Section 14.

Use Groups	District Regulations
Group 1. Agriculture (<i>field crops, etc.</i>)	None
Group 3. Single-family Dwellings	None
Group 10. Community Facilities	Specific use permit by City Council, & conditions as indicated in Section 12.
Group 11. Community Facilities	Same as Group 10.

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Group 12. Public Utility & Related Facilities	Same as Group 10.
Group 13. Off-street Parking, Accessory, Special	Specific use permit by City Council, & conditions as set forth in Section 16.09

4.03.1.2. Accessory Uses.

Accessory uses to any of the above principal uses.

4.03.2. Bulk and Area Regulations.

SF1 District	
Lot Area	6,900 SF
Lot Width	65 feet
Front Yard	25 feet
Rear Yard	20 feet
Side Yard	5 feet minimum 10 feet aggregate
Height	Principal building – 35 feet Accessory structure – 15 feet
SF2 District	
Lot Area	5,000 SF
Lot Width	50 feet
Front Yard	25 feet
Rear Yard	15 feet
Side Yard	5 feet minimum 10 feet aggregate
Height	Principal building – 35 feet Accessory structure – 15 feet
SF3 District	
Lot Area	4,000 SF
Lot Width	40 feet
Front Yard	20 feet
Rear Yard	10 feet
Side Yard	0 feet minimum 10 feet aggregate
Height	Principal building – 35 feet

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SECTION 4 – RESIDENTIAL DISTRICTS

	Accessory structure – 15 feet
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(Ord. No. 1679, § VI, 11-1-1983)

4.03.1.3. Off-street Parking and Loading Requirements.

The number of off-street parking spaces required shall be as set forth in Section 12, and developed as provided by Section 16.09

(Ord. No. 1679, § VI, 11-1-1983)

4.03.1.4. Living Area.

The minimum living area of a single-family dwelling when constructed in any SF single-family district shall be 1,000 SF.

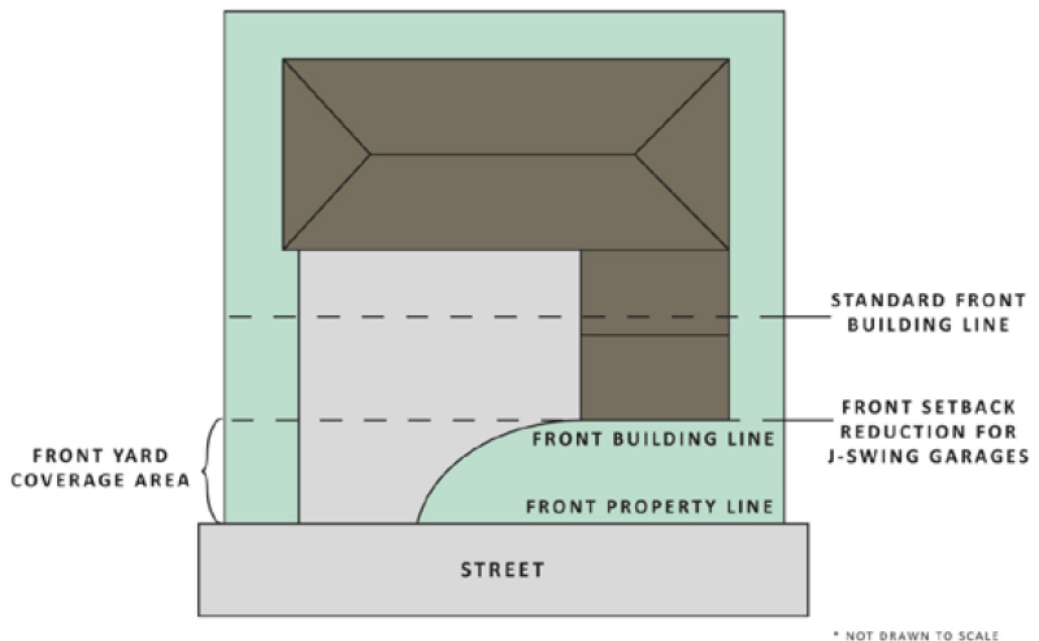
(Ord. No. 1679, § VI, 11-1-1983)

4.03.1.5. Area Regulations.

Property and buildings shall conform to the related standards listed within 9.4 Residential Districts Development Standards and the following regulations. If there is a conflict between 9.4 and the following regulations, the following regulations shall control.

▪ Front Yard Coverage.

The cumulative area of any driveway plus any impermeable surface area located between the front property line and any front building wall shall not exceed 50 percent of the area between the front property line and any front building wall, as shown in the figure below.



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4.03.1.6. Covered Parking in SF3.

Covered parking in SF3. In addition to the requirements of Section 4.03.1.3, there shall be required two (2) covered and enclosed parking spaces in SF3 districts.
(Ord. No. 1679, § VI, 11-1-1983)

4.4 Two Family (TF) District.

4.04.1. General Purpose and Description.

The TF – Two Family Residential (*Duplex*) District is intended to promote quality duplex residential development. Individual ownership of the two family or duplex unit is encouraged.

This District may include neighborhoods consisting entirely of duplexes, or, when in accordance with the intent of the Comprehensive Plan, may provide a transition district between lower density residential areas and more intense residential, nonresidential areas, or Major Thoroughfares.

4.04.1.1. Permitted Uses.

4.04.1.1.1. Principal Uses.

Principal uses permitted in a TF district are limited to those included in the use group set forth below, subject to the included district regulations. Uses permitted in the TF District is outlined in Section 10.04 Detailed lists of permitted uses in the use groups are set forth in Section 12.

Use Groups	District Regulations
Group 1. Agriculture (<i>field crops, etc.</i>)	None
Group 3. Single-family Dwellings	None
Group 4. Two-family Dwellings	None
Group 10. Community Facilities	Specific use permit by City Council, & conditions as indicated in Section 12.
Group 11. Community Facilities	Same as Group 10.
Group 12. Public Utility & Related Facilities	Same as Group 10.
Group 13. Off-street Parking, Accessory, Special	Specific use permit by City Council, & conditions as set forth in Section 16.09

4.04.1.1.2. Accessory Uses.

Accessory uses to any of the above principal uses.

4.04.1.2. Bulk and Area Regulations.

In a TF district, any use of land and any structure shall be subject to the following bulk and area regulations:

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Lot Area:	
One-family Dwelling	5,000 SF
Two-family Dwelling	7,000 SF
Lot Area Per Dwelling Unit:	
One-family Dwelling	5,000 SF
Two-family Dwelling	3,500 SF
Lot Width:	
One-family Dwelling	50 feet
Two-family Dwelling	70 feet
Front Yard	25 feet
Rear Yard	15 feet
Side Yard:	
One-family Dwelling	5 feet minimum 10 feet aggregate
Two-family Dwelling	9 feet minimum 20 feet aggregate
Height	Principal building – 2 story Accessory structure – 15 feet

(Ord. No. 1830, § 3, 11-19-1985)

4.04.1.3. Off-street Parking and Loading Requirements.

The number of off-street parking spaces required shall be as set forth in Section 14, and developed as provided by Section 16.09. Off-street loading requirements are set forth in Section 16.09

(Ord. No. 1679, § VI, 11-1-1983)

4.04.1.4. Living Area.

The minimum living area of a single-family dwelling and for each unit in a two-family dwelling when constructed in any TF two-family district shall be 1,000 SF.

(Ord. No. 1679, § VI, 11-1-1983)

4.5 Patio Home (PH) District.

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4.05.1. General Purpose and Descriptions.

The PH District is provided to allow for development of "zero-lot line" homes in a modified residential district, which encourages greater use of the side yard areas. Clustered lot patterns with a common usable open space system can be incorporated as an integral part of the development.

4.05.1.1. Permitted Uses.

Uses permitted in the PH District is outlined in Section 10.04

1. Zero-lot line, or patio home, residential detached dwellings in a platted subdivision.
2. Community Owned or Multiple Ownership Areas.

Open space, community center, an access gate, an entrance guard facility, recreational building and facilities are permitted uses provided they are incidental to the above-described residential uses, are approved on a Final Plat, and meet the following conditions.

- a. In accordance with the Subdivision Ordinance, a HOA shall be established to maintain open space, recreational areas, and other commonly owned facilities.
 - The developer is responsible for drafting the HOA documents pertaining to the HOA's responsibilities to maintain these areas.
 - Major creek areas delineated as the City's linear park system shown on either the City's Parks Master Plan or City's Hike & Bike Trail Master Plan shall not count towards the required open space. The Major Creeks areas not shown as part of either plan may count toward the required open space where lots do not back to the open space.
- b. Prior to approval of a Final Plat, a document establishing the HOA shall be submitted to the City for review and approved by the City Attorney for conformance with all requirements and other applicable ordinances.
 - The City Attorney shall review and approve the HOA documents pertaining to maintenance of the HOA areas prior to their recording at the County.
 - The developer is responsible for reimbursement of the City Attorney's fees for reviewing these documents.

4.05.1.2. Area Regulations.

Property and buildings shall conform to the related standards.

1. For lots with a zero (0) side yard setback
 - a. A roof overhang equipped with a gutter may extend a maximum of eight (8) inches into a neighboring property. No other roof overhangs or extensions from a wall may extend into a neighboring lot.
 - b. The closest exterior roofline to an adjacent property shall be storm guttered if the general slope of the roof falls toward the neighboring property. Gutters shall include returns to direct the water to the lot of origin.
 - c. The "zero" side shall be designated on the Final Plat. All access, maintenance, and use easements shall be provided on preliminary and Final Plats.
 - d. A five (5) foot wide access, maintenance, and use easement shall be dedicated on the Final Plat for all lots adjacent to lots with a "zero" side. The purpose of this

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easement is to give the adjoining owner access for maintenance of his/her dwelling.

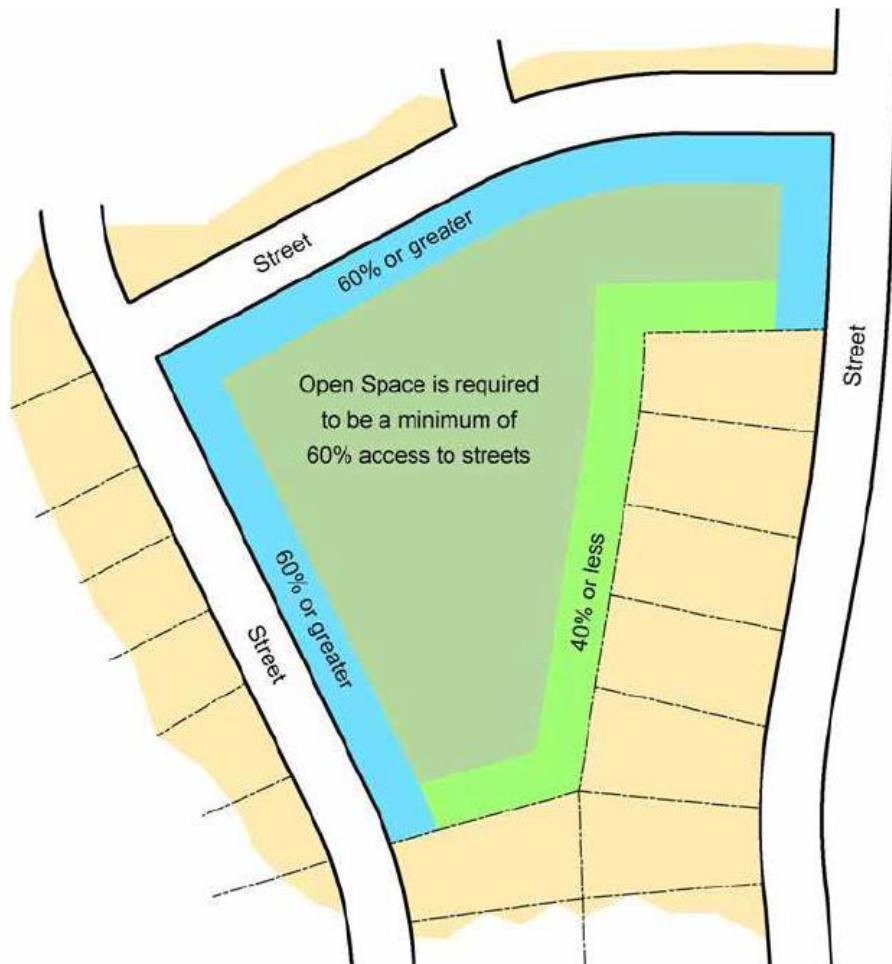
- e. The majority of one side of the structure shall be located within three (3) feet of one side lot line. Building walls which are located adjacent to the "zero" side of the lot shall not have any doors, windows, ducts, grills, vents, or other openings. This requirement precludes exterior walls forming enclosures for courts, patios, or similar indentations to the "zero" wall.

2. Center Option Lots

- a. Lots not using a zero (0) side yard setback shall be considered center option lots.
- b. Center option lots shall conform to the related standards

3. Minimum Rear Yard

- a. 12 feet
- b. 20 feet for structures accommodating required off-street parking if provided from a dedicated street or private alley



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4.6 Townhome (TH) District.

4.06.1. General Purpose and Descriptions.

The TH District provides for the development of attached residential dwelling units in structures built to accommodate three to eight (8) units per structure.

In those districts where townhouses are a permitted use, the Building Official may issue a building permit for the erection of townhouses, provided that the development conforms to the following minimum conditions and requirements:

4.06.2. Minimum Site.

The minimum gross site area for a townhouse development shall be 15,000 SF. In determining compliance with this provision, no part of a lot shall be counted unless it is of such size, shape, topography, and location as to make it usable for individual townhouse lots, common parking or recreation areas, or necessary pedestrian ways.

4.06.3. Off-street Parking Areas.

If the required off-street parking facilities are not provided on the individual townhouse lots, they shall be provided on common areas, located within 200 feet of each lot so served, measured along a route of pedestrian access.

4.06.4. Usable Open Space.

There shall be at least 900 SF of common recreation area per townhouse lot; the minimum area of any common recreation area shall be 6,000 SF, and the minimum width of any such area shall be 60 feet. Each required common recreation area shall be within 300 feet of all the townhouse lots it is intended to serve, measured along a route of pedestrian access. Each required common recreation area shall be appropriately graded, turfed, surfaced, or otherwise landscaped and provided with suitable drainage facilities.

Pedestrian ways and swimming pools may be included as part of the required usable open space having the required minimum width, but off-street parking areas and service drives may not be included in such areas.

4.06.5. Common Areas - Ownership and Maintenance.

For any land or facilities to be used in common by residents of the development, there shall be provisions made for the establishment of a property owner's association to own, manage and maintain such common facilities.

4.06.6. Public Access.

Each individual townhouse lot shall abut on a public street.

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4.06.7. Area Regulations.

1. Minimum Front Yard. 25 feet
2. Minimum Side Yard.
 - Five (5) feet from a side property line when adjacent to open space lots or amenity center lots.
 - 15 feet from a side property line when adjacent to detached residential dwelling units.
 - 20 feet from a side property line when adjacent to a dedicated street.
3. Minimum Rear Yard. 20 feet, 60 feet when the building is in excess of one (1) story and adjacent to a Single Family Zoning District.
4. Structure Separation. Structures on the same parcel shall have the following setbacks and/or minimum distance between structures.
 - Minimum Front Yard: 25 feet
 - Minimum Side Yard: 10 feet between buildings without openings (*windows*); 15 feet between buildings with openings and when adjacent to side street; 60 feet when building is in excess of one story in height and adjacent to Single Family Zoning District
 - Minimum Rear Yard: 20 feet; 60 feet when the building is in excess of one story and adjacent to a Single Family Zoning District.

4.06.8. Permitted Uses.

Uses permitted in the TH District is outlined in Section 10.04.

1. Community Owned or Multiple Ownership Areas. Common open space, community centers, an access gates, an entrance guard facilities, recreational buildings and facilities are permitted uses provided they are incidental to the above-described residential uses, are approved on a Final Plat, and meet the following conditions.
 1. In accordance with the Subdivision Ordinance, a homeowners association (HOA) shall be established to maintain open space, recreational areas, and other commonly owned facilities.
 - i. The developer is responsible for drafting the HOA documents pertaining to the HOA's responsibilities to maintain these areas.
 2. Prior to approval of a Final Plat, a document establishing the HOA shall be submitted to the City for review and approved by the City Attorney for conformance with all requirements and other applicable ordinances.
 - i. The City Attorney shall review and approve the HOA documents pertaining to maintenance of the HOA areas prior to their recording at the County.
 - ii. The developer is responsible for reimbursement of the City Attorney's fees for reviewing these documents.

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4.7 Multifamily (MF) District.

4.8 MF1 District.

4.08.1. Permitted Uses.

Principal uses permitted in an MF1 district are limited to those included in the use groups set forth below, subject to the indicated district regulations. Detailed lists of permitted uses in the use groups are set forth in Section 12.

Use Groups	District Regulations
Group 1. Agriculture (<i>field crops, etc.</i>)	None
Group 3. Single-family Dwellings	None
Group 4. Two-family Dwellings	None
Group 6. Multiple-family Dwellings	None
Group 10. Community Facilities	Specific use permit by City Council & conditions as indicated in Section 12.
Group 11. Community Facilities	Specific use permit by City Council, & conditions as set forth in Section 12.
Group 12. Public Utility & Related Facilities	Same as Group 11.
Group 13. Off-street Parking, Accessory, Special	Specific use permit by City Council, & conditions as set forth in 16.09

4.08.1.1. Accessory Uses.

Accessory uses to any of the above principal uses.

4.08.2. Bulk and Area Regulations.

In an MF1 district, any use of land or any structure shall be subject to the following bulk and area regulations.

4.08.3. General Regulations.

Lot Area:	
Townhouse Individual Lot	2,500 SF*
One-family Dwelling	6,000 SF

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Two-family Dwelling	8,000 SF
Three-family Dwelling	Units × area per unit
Dwelling for 4 or More Families	Units × area per unit
Lot Area Per Dwelling Unit:	
Townhouse Individual Lot	2,500 SF*
One-family Dwelling	6,000 SF
Two-family Dwelling	4,000 SF
Three-family Dwelling	4,000 SF
Dwelling for 4 or More Families	4,000 SF
Lot Width:	
Townhouse	25 feet
One-family Dwelling	60 feet
Two-family Dwelling	70 feet
Three-family Dwelling	80 feet
Dwelling for 4 or More Families	90 feet
Front Yard	25 feet
Rear Yard	20 feet
Side Yard:	
One-family Dwelling	7 feet minimum – 15 feet aggregate
Two-family Dwelling	9 feet minimum – 20 feet aggregate
Multiple Dwelling	10 feet minimum – 20 feet aggregate
Height	Principal building – 1 story Accessory structure – 15 feet

4.08.4. Off-street Parking and Loading Requirements.

The number of off-street parking spaces required shall be as set forth in Section 12, and developed as provided by Section 16.09. Off-street loading requirements are set forth in Section 16.09.

4.08.5. Living Area.

The minimum living area of each dwelling unit constructed in the MF1 district shall be:

- i. 1,000 SF for a single-family dwelling and for each unit in a two-family dwelling.
- ii. 650 SF for each unit of a townhouse or unit in a multiple dwelling.

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4.9 MF2 District.

4.09.1. Permitted Uses.

4.09.1.1. Principal Uses.

Principal uses permitted in an MF2 district are limited to those included in the use groups set forth below, subject to the included district regulations. Detailed lists of permitted uses in the various use groups are set forth in Section 12.

Use Groups	District Regulations
Group 1. Agriculture (<i>field crops, etc.</i>)	None
Group 3. Single-family Dwellings	None
Group 4. Two-family Dwellings	None
Group 6. Multiple-family Dwellings	None
Group 7. Apartment Hotels	None
Group 10. Community Facilities	Specific use permit by City Council, & conditions as indicated in Section 12.
Group 11. Community Facilities	Same as Group 10.
Group 12. Public Utility & Related Facilities	Same as Group 10.
Group 13. Off-street Parking, Accessory, Special	Specific use permit by City Council, & conditions as set forth in Section 16.09

4.09.1.1.1. Accessory Uses.

Accessory uses to any of the above principal uses.

4.09.2. Bulk and Area Regulations.

In an MF2 district, any use of land or any structure shall be subject to the following bulk area regulations:

4.09.3. Transitional Regulations.

The bulk and area regulations for that portion of a zoned lot in the MF2 district which is contiguous with or across the street from a PD, predevelopment or SF, single-family district shall be the same as the general regulations set forth in paragraph B, except that within a 300-foot transitional zone, the minimum lot area per dwelling unit shall be 4,000 SF and the maximum height of the principal building and accessory structure shall be one story.

4.09.4. General Regulations.

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Lot Area:	
One-family Dwelling	6,000 SF
Two or More Family Dwelling	7,000 SF
Townhouse Individual Lot	2,000 SF*
Lot Area Per Dwelling Unit:	
One-family Dwelling	6,000 SF
Two-family Dwelling	3,500 SF
Townhouse Individual Lot	2,000 SF*
Three-family Dwelling	2,000 SF
Dwelling for 4 or More Families	2,000 SF
Lot Width:	
One-family dwelling	60 feet
Two or More Family Dwelling	70 feet
Townhouse	20 feet
Yards:	
Front Yard	20 feet
Rear Yard	20 feet
Side Yard:	
One-family Dwelling	7 feet minimum – 15 feet aggregate
Two-family Dwelling	9 feet minimum – 20 feet aggregate
Multiple-family Dwelling	10 feet minimum – 20 feet aggregate townhouse building – 10 feet for each end of building
Height	Principal building 2 stories, not to exceed 35 feet overall Accessory structures 15 feet

4.09.5. Off-street Parking and Loading Requirements.

The number of off-street parking spaces required shall be as set forth in Section 12, and developed as provided by Section 16.09. Off-street loading requirements are set forth in Section 16.09

4.09.6. Living Area.

The minimum living area of each dwelling unit constructed in the MF2 district shall be:

- i. 1,000 SF for a single-family dwelling and for each unit in a two-family dwelling.

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- ii. 650 SF for each unit of a townhouse or unit in a multiple dwelling.

4.10 Manufactured Homes Parks (MP) District.

4.10.1. Permitted uses.

4.10.1.1. Principal Uses.

Principal uses permitted in an MP district are limited to those included in the use groups set forth below, subject to the included district regulations. Detailed lists of permitted uses in the various use groups are set forth in Section 12.

Use Groups	District Regulations
Group 1. Agriculture (<i>field crops, etc.</i>)	None
Group 3. Single-family Dwellings	None
Group 9. Manufactured Home Parks	Conditions as indicated in Section 4.13
Group 10. Community Facilities	Specific use permit by City Council, & conditions as indicated in Section 12.
Group 11. Community Facilities	Same as Group 10.
Group 12. Public Utility & Related Facilities	Same as Group 10.
Group 13. Off-street Parking, Accessory, Special	Specific use permit by City Council, & conditions as set forth in Section 16.09.

4.10.1.1.1. Accessory Uses.

Accessory uses to any of the above principal uses.

4.10.2. Bulk and Area Regulations.

In an MP district, any use of land or any structure shall be subject to the following bulk and area regulations:

Lot Area:	
One-family dwelling	6,000 SF
Manufactured homes park	40,000 SF
Lot area per dwelling unit:	
One-family dwelling	6,000 SF
Manufactured home	4,000 SF

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Lot Width:	
One-family dwelling	60 feet
Manufactured home parks	115 feet
Front yard	25 feet
Rear yard	20 feet
Side Yard:	
One-family dwelling	7 feet minimum 15 feet aggregate
Manufactured home	5 feet minimum 12 feet aggregate
Height	Principal building—35 feet overall

4.10.3. Off-street Parking and Loading Requirements.

The number of off-street parking spaces required shall be as set forth in Section 12, and developed as provided by Section 16.09. Off-street loading requirements are set forth in Section 16.09

4.11 Special Types of Residential Development.

Provisions regulating special types of residential development are set forth in Section 4.12. These special types of development include building groups, townhouses and manufactured home parks.

4.12 Building groups.

In those districts where dwelling groups and apartment house groups are permitted uses, the Building Official may issue a building permit for the erection of such a building group, provided that the development conforms to the following minimum conditions and requirements:

4.12.1. Minimum Lot Area.

The area of the lot on which the building group is to be erected shall be at least equal to the aggregate of the minimum lot areas otherwise required for the individual buildings in the group.

1. Fronting Separations.

Each residential building in the group shall front either on a street or other permanent public open space at least 30 feet wide or on a common yard or outer court. The least width of such yard, if flanked by buildings on one side only, shall be:

1 to 1.5 stories	30 feet
2 stories	35 feet

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If flanked by buildings on both sides, the least width of such yard shall be:	
1 to 1.5 stories	40 feet
2 stories	50 feet

2. Separation Other Than Fronting.

In each case, the distance between principal buildings, other than the distances specified immediately above, shall not be less than the sum of the least widths of the affected yards required in the district in which the building group is to be located.

3. Separation From Lot Lines.

The distance between principal buildings and the nearest zoning lot lines, other than a front lot line, shall be not less than 20 feet.

4.12.2. Access To a Public Street.

Every residential structure in the building group shall be within 60 feet of a public street or of a private access roadway or drive, having a minimum paved width of 20 feet, provided the length of such private access road be a maximum of 500 feet measured from the street to the end of a turnaround. Pavement design including turnaround shall comply with the improvement standards of the City's subdivision regulations.

4.12.3. Compliance With Other Ordinance Requirements.

Except as modified in this subparagraph 4.12, such building group shall conform to all the requirements of this ordinance for the district in which it is to be located.

4.13 Manufactured Home Parks.

Manufactured home parks may be established provided the development conforms to the following minimum conditions and requirements:

4.13.1. Minimum Site.

The minimum gross area for a manufactured home parks development shall be 40,000 SF. In determining compliance with this provision, no part of a lot shall be counted unless it is of such size, shape, topography and location as to make it usable for individual manufactured home lots, common recreation areas or necessary vehicular or pedestrian ways.

4.13.2. Usable Open Space.

There shall be at least 600 SF of usable open space per individual manufactured home; the minimum width of any such [open space] shall be 80 feet. Each required common area shall be within 300 feet of all the manufactured homes it is intended to serve, measured along a route of pedestrian access. Each required common area shall be appropriately graded, turfed, or otherwise landscaped, and provided with suitable drainage facilities.

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4.13.3. Accessory Commercial Use.

In a manufactured home park contained [containing] at least 100 dwelling units, there may be provided for the convenience of the residents of the development [an] accessory commercial area, provided the commercial area meets the following conditions:

1. The gross floor area devoted to commercial purposes shall not exceed two (2) SF for each manufactured home site in the manufactured home park development.
2. No commercial parcel shall be closer than 300 feet to any property in an SF, TF or MF district outside the development.
3. Any commercial parcel shall be governed by the requirements of the Neighborhood Shopping (NS) district. No illuminated signs shall be visible outside the premises.

4.13.4. Other Regulations.

The development shall conform with the Mobile Home, chapter 58 of Code the of the City of Deer Park, and all other applicable city and state regulations.

Section 5. Mixed-Use (MX) Districts

5.01 Purpose and Intent.

The MX District is established to provide for high density, multiple family residential development, generally with a minimum density of 40 dwelling units per acre; for mixed use development consisting primarily of multiple family residential development, generally with a density of at least 20 dwelling units per acre, with secondary office and/or other commercial uses. MX Districts should be located in those limited areas where such high density residential or residential mixed use development is in accordance with the adopted comprehensive plan such as within areas delineated as Commercial Revitalization Areas and Urban and Suburban Centers. The MX District regulations are designed to promote high standards in design and layout, to encourage compatibility among uses within the development and integration with adjacent developments, to encourage the use of Transportation Demand Management techniques, and to otherwise implement the stated purpose and intent of this Ordinance and the recommendations of the comprehensive plan.

5.02 Principal Uses Permitted.

The following principal uses shall be permitted subject to the approval of a final development plan prepared in accordance with the provisions of the City of Deer Park, and subject to the use limitations set forth in Section 5.06 below.

- Dwellings, multi-family.
- Public uses.

5.03 Secondary Uses Permitted.

The following secondary uses shall be permitted only in a MX District which contains one (1) or more principal uses; only when such uses are presented on an approved final development plan prepared in accordance with the provisions of the City of Deer Park, and subject to the use limitations set forth in Section 6.06 below.

- Church or other place of worship.
- Private schools of general and special education.
- Colleges, universities
- Medical offices and related facilities.
- Financial Institutions.
- Offices.
- Business services.
- Office supply service establishments.
- Commercial swimming pools, tennis courts and similar courts
- Health clubs
- Residential Dwellings
 - a. Single-family attached;
 - b. Multifamily;
 - c. Congregate living facilities;
 - d. Affordable dwelling units;

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- e. Independent living facilities; and
 - f. Student housing.
- Eating establishments.
 - a. Sit down restaurants.
 - b. Fast food restaurants.
 - c. Quick-service food stores.
- Hotels, motels.
- Shopping-type Consumer Goods and Related Services limited to:
 - a. Antique store;
 - b. Camera and photographic supplies: sales and rental;
 - c. Dry goods store;
 - d. Jewelry, sales and repair;
 - e. Music, musical instruments, phonograph record shop; and
 - f. Bowling alley.
- Cultural centers, museums and similar facilities
- Repair service establishments.
- Retail sales establishments.
- Theatres.
- Veterinarian: office only
- Vehicle transportation service establishments.

5.04 Special Permit Uses.

For specific Group uses, regulations and standards, refer to Section 17.04

5.05 Special Exception Uses.

1. Subject to the use limitations presented in Section 5.06 below, any use presented in Section 5.03 above as a Group or Category use may be permitted with the approval of a special exception when such use is not specifically designated on an approved final development plan.
2. Group 11 – Community Facilities, limited to:
 - a. Sports arenas
 - b. Stadiums
 - c. Club or lodge, private
3. Group 12 – Public Utility and Related Facilities, limited to:
 - a. Heliports
 - b. Helistops
 - c. Bus terminal

5.06 Use Limitations.

1. A final development plan shall be submitted and approved concurrently with the conceptual development plan for the proposed development. The conceptual and final development plan shall specify the uses and

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gross floor area for the proposed development and shall provide site and building designs that will integrate with the adjacent communities and complement existing and planned development by incorporating high standards of urban design. The plan shall also be in general accordance with any specific urban design concept and streetscape plans for the area including the provision of convenient and accessible pedestrian walkways and connections, all as set forth in the adopted comprehensive plan.

2. The principal residential use shall be multiple family dwelling units. Single family attached dwellings may be allowed at the periphery of the development to provide a transition from the high density development to adjacent lower density development.
3. All uses shall be designed to be harmonious with and not adversely affect the use or development of neighboring properties.
4. Secondary uses may be permitted only in a MX District where at least 50 percent of the total gross floor area in the development is devoted to multiple family dwellings.
5. The floor area for dwellings shall be determined in accordance with the gross floor area definition, except the following features shall not be deemed gross floor area: balconies, porches, decks, breezeways, stoops and stairs which may be roofed but which have at least one open side; or breezeways which may be roofed but which have two (2) open ends. An open side or open end shall have no more than 50 percent of the total area between the side(s), roof and floor enclosed with railings, walls, or architectural features.
6. Drive-through facilities shall not be permitted.
7. Vehicle transportation service establishments shall be permitted in accordance with the following:
 - a. The total number of company vehicles permitted on site at any given time shall not exceed five (5).
 - b. There shall be no maintenance or refueling of vehicles on site.

5.07 Lot Size Requirements.

1. Minimum District Size.
Two (2) acres, provided the proposed development is in accordance with the adopted comprehensive plan and the purpose and intent and all of the standards and requirements of the MX District.
2. Minimum Lot Area.
No requirement for each use or building, provided that a privacy yard, having a minimum area of 200 square feet, shall be provided on each single family attached dwelling unit lot, unless waived by the Board in conjunction with the approval of a rezoning application or by the Planning Commission in conjunction with the approval of a subsequent final development plan amendment.
3. Minimum Lot Width.
No requirement for each use or building.

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5.08 Bulk Regulations.

In a mixed building in any district, the bulk and area regulations applicable to nonresidential buildings shall apply, except as follows:

- Usable open space shall be provided, as required for residential buildings.
- Yards and courts shall be provided contiguous to all exterior walls of dwelling units in a multiple use building where such walls contain windows or doors, in the same manner and to the same extent as is required for any residential building, but such yards or courts need not extend below the elevation of the lowest floor of the dwelling units having such walls.

5.09 Open Space.

Not less than 20 percent of the gross area shall be landscaped open space. Not more than one-half (1/2) of the minimum required landscaped open space shall be permitted above the street level, unless otherwise modified by the Board upon specific request.

Recreational facilities, such as swimming pools, exercise rooms, or health clubs, which are located on rooftops, deck areas and/or areas within a building, may be used to fulfill this requirement. The requirement for providing recreational facilities shall be based on a minimum expenditure of \$1800 per dwelling unit for such facilities and either:

1. The facilities shall be provided on-site by the developer in substantial conformance with the approved final development plan, and/or
2. The Board may approve the provision of the facilities on land which is not part of the subject MX District.

Notwithstanding the above, in affordable dwelling unit developments, the requirement for a per dwelling unit expenditure shall not apply to affordable dwelling units.

SECTION 6 – PLANNED UNIT DEVELOPMENT (PUD) DISTRICTS

Section 6. Planned Unit Development (PUD) Districts.

6.01 Intent.

The planned unit development district allows for a development containing uses or a combination of uses in a design that would not otherwise comply with the regulations of the primary zoning districts, but does provide an overall design, increased open space, or other features or amenities that results in a superior development or offer special benefits to the community. A planned unit development district may be used to permit new or innovative concepts in land utilization not permitted by other zoning districts while greater flexibility is given to allow special conditions or restrictions which would otherwise allow the development to occur. A planned unit development district may not be used for the primary purpose of avoiding the zoning regulations applicable to the primary zoning districts. Procedures are established herein to insure against misuse of increased flexibility.

(Ord. No. 2782, § I, 10-16-2001)

6.02 Permitted Uses.

Any use permitted in this ordinance shall be permitted in a PUD district if such use is specified in the amending ordinance granting a planned unit development district. The size, location, appearance, and method of operation may be specified to the extent necessary to insure compliance with the purpose of this ordinance.

6.03 Planned Unit Development Requirements.

1. Development requirements for each PUD district shall be set forth in the amending ordinance granting the PUD district and shall include, but may not be limited to; uses, density, lot area, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, lighting, project phasing or scheduling, management associations and other requirements as the City Council and Planning and Zoning Commission may deem appropriate.
2. In the PUD district, uses shall conform to the standards and regulations of the base zoning district to which it is most similar. The particular zoning district must be stated in the granting ordinance.
3. The ordinance granting a PUD district shall include a statement as the purpose and intent of the PUD granted therein. A specific list is required of variances in each district or districts and general statement citing the reason for the PUD request.
4. The planned unit development district shall conform to all other sections of Ordinance 819 (*the Zoning Ordinance*) unless specifically excluded in the granting ordinance.
5. A district containing only residential uses will not be created unless it contains at least ten acres. A district containing both residential and nonresidential uses will not be created unless it contains at least 25 acres of land. The Planning and Zoning Commission may recommend approval of and the

SECTION 6 – PLANNED UNIT DEVELOPMENT (PUD) DISTRICTS

council may approve a district with less land than specified in this section, if the developer clearly demonstrates that a smaller district would achieve the intent of the district.

(Ord. No. 2782, § I, 10-16-2001)

6.04 Submission of Application and Plan.

1. Written request and fee for the establishment of a planned unit development district must be accompanied by a conceptual plan and/or final development plan. The conceptual plan or final development plan must be submitted in the form and manner specified by the Director of Public Works or other designee (*referred to herein as the "Director"*).
2. The conceptual plan, which does not contain the detail required of the final development plan, is intended to provide sufficient information for public comment and for the Planning and Zoning Commission and council to make a preliminary, but not final, determination on the merits of development, without requiring the applicant to incur the expense of preparing a final development plan. In addition to any other information required by the Director, the conceptual plan must contain the following minimum information.
 - a. A list of proposed land uses and the acreage devoted to each type of use;
 - b. A general site plan showing the approximate location of buildings, parking lots, and streets, the maximum building height, and the setbacks from all boundaries;
 - c. The maximum densities for residential uses and the maximum floor area for nonresidential uses;
 - d. Significant environmental features including fault lines, wet lands, floodplains, and watercourses;
 - e. The areas devoted to common open space;
 - f. Stormwater detention system;
 - g. A general landscape plan;
 - h. Major signs; and
 - i. Information relating to the transition between and buffering of differing land uses.
3. The final development plan is intended to provide all the detailed information of development including all the regulations that will apply to the district. The final development plan submitted must include all the information required by the conceptual plan, but in specific detail, and all the information specified by the Director.

(Ord. No. 2782, § I, 10-16-2001)

6.05 Approval Procedures.

1. A PUD district may be created by the City Council approving by ordinance a conceptual plan or a final development plan. City approval of a conceptual plan does not give the owner any development rights in the premises; it only gives the owner the right to proceed with the submission of a final development plan. The creation of a PUD district is an amendment to the existing zoning district classification and will be considered by the Planning and Zoning Commission and City Council, after public notice and hearing, in the same manner as other changes in zoning district classification.

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2. If a district is created upon approval of a conceptual plan, a final development plan must be submitted to the Director within one year of the date the conceptual plan was approved. If the final development plan submitted substantially complies with the conceptual plan, the Director may submit the final development plan to the Planning and Zoning Commission and to the council for consideration with or without further public notice or hearing. If the final development plan submitted does not substantially comply with the conceptual plan approved for the district, the notice and hearing procedures applicable to a change in zoning classification apply to approval of the final development plan. The final development plan is not effective unless approved by ordinance of the City Council.
3. If a final development plan is not submitted within the required time, the Director will initiate a rezoning of the land to the previous zoning district classification. Upon the written request of the owner and for good cause shown, the Director may extend the time for submitting a final development plan for up to one year. Any further extensions must be approved by the City Council, upon the recommendation of the Planning and Zoning Commission.
4. If development of the district has not been initiated by the issuance of a building permit for land within the district within two (2) years of the date of the approval of the final development plan, the final development plan automatically expires. The council may, prior to expiration of the final development plan, for good cause shown and upon written application of the owner, extend for up to one year the time for which the final development plan is valid. If the final development plan expires, the Director will initiate rezoning of the property back to the previous zoning classification.

(Ord. No. 2782, § I, 10-16-2001)

6.06 Development Plan.

This plan shall set forth the final plans for development of the PUD District and shall conform to the date presented and approved on the conceptual plan. Changes of detail on the development plan, which differ from the original concept plan, but do not alter the basic relationship of the proposed development to adjacent property, and which do not alter the uses permitted or increase the density, building height or coverage of the site, or which do not decrease the off-street parking ratio or reduce the yards provided at the boundary of the site, or does not significantly alter any open space plans as indicated on the approved conceptual plan may be authorized by the Planning and Zoning Commission without public hearing. If an agreement cannot be reached by the Planning and Zoning Commission regarding whether a development plan conforms to the original concept plan, the Planning and Zoning Commission shall follow the procedures for public hearing for zoning change before final approval of the plan. Approval of the development plan shall be the basis for issuance of a building permit, but does not release the applicant of the responsibility to submit plans to the Building Official for a building permit. For any residential district, a final plat shall qualify as the development plan. The development plan may be submitted for the total area of the PUD or for any section or part as approved on the conceptual plan. The development plan must be recommended for approval by the Planning and Zoning Commission and approved by the City Council, but a public hearing is not required unless there is change from the approved original concept plan. A public hearing for the development plan shall be required if the hearing requirement is specifically stated at the time of conceptual plan approval in the original amending ordinance.

(Ord. No. 2782, § I, 10-16-2001)

SECTION 6 – PLANNED UNIT DEVELOPMENT (PUD) DISTRICTS

6.07 Contents of Development Plan.

The development plan shall include:

1. A site inventory analysis including a scale drawing showing existing vegetation, natural watercourses, creeks or bodies of water and an analysis of planned changes in such natural features as a result of the development. This should include a delineation of any flood-prone areas.
2. A scale drawing showing any proposed public or private streets and alleys; buildings sites or lots; and areas reserved as parks, parkways, playgrounds, utility easements, school sites, street widening, and street changes; the description of existing and proposed utility services, including size of water and sewer mains; the location and width for all curb cuts and the land area of all abutting sites and the zoning classification thereof on an accurate survey of the tract with a topographical contour interval of not more than five feet.
3. A site plan for proposed building complexes showing the location of separate buildings and the minimum distance between buildings, and between building property lines, street lines, and alley lines. Also to be included on the site plan is a plan showing the arrangement and provision of off-street parking, and the size and location for ingress and egress to any nonresidential uses.
4. A landscape plan showing turf areas, screening walls, ornamental planting, any wooded areas and trees to be planted.
5. An architectural plan showing elevations and signage style to be used throughout the development in all districts, except single-family and two-family, may be required by the Planning and Zoning Commission or City Council if deemed appropriate.
6. All development plans may have supplemental data describing standards, regulations or other data [data] pertinent to the development of the planned unit development district which is to be included in the text of the amending ordinance.

(Ord. No. 2782, § 1, 10-16-2001)

6.08 Development of a District.

Development or construction must not begin in a PUD District unless and until the council has approved a final development plan for the district. A district must be constructed, developed and maintained in compliance with the approved final development plan. If the zoning regulations governing height or setback of structures, building lot coverage, off-street parking requirements, signs or other regulations that apply to primary districts are omitted as part of the regulations governing any planned development district, the regulations for the most comparable primary zoning district, as determined by the Director, apply to the PUD district as though specifically contained in the ordinance governing the district.

(Ord. No. 2782, § 1, 10-16-2001)

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6.09 Plan Amendments.

Except as herein provided, an amendment to a conceptual plan or final development plan must be processed in the same manner as required for the approval of the district. The Director may approve minor amendments to a final development plan to correct errors, make adjustments, or other minor revisions that do not.

1. Increase the density or intensity of development;
2. Substantially alter the arrangement of buildings, increase the number of buildings, change the use of building space or reduce a required yard or setback;
3. Substantially alter the configuration of streets or lots;
4. Substantially alter the vehicular circulation or placement of parking lots;
5. Increase the height of buildings;
6. Reduce the effectiveness of open space or landscaped areas; or
7. Conflict with other regulations established for the district.

(Ord. No. 2782, § 1, 10-16-2001)

SECTION 7 – COMMERCIAL DISTRICTS

Section 7. Commercial Districts

7.01 Purposes.

The commercial districts established under Section 7 are designed to further the general purpose of this ordinance and more particularly to achieve the following purposes:

1. Help meet the requirements for commercial services and goods of the Deer Park trade area by making available a wide range of suitable sites for commercial activities;
2. Help develop sound, efficient, and stable commercial areas and to minimize the possibly adverse effects of commercial uses on other land uses and thoroughfares, by various means, including the following:
 - a. Differentiating among the types and purposes of commercial districts and providing districts permitting only certain carefully limited uses to fulfill such purposes;
 - b. Requiring the meeting of performance standards with respect to permitted uses, in order to protect other uses from fire and other hazards and from adverse influences;
 - c. Establishing bulk and area controls to help minimize congestion and to encourage compatibility between adjoining districts;
 - d. Required off-street loading and parking facilities in most districts to minimize congestion and facilitate traffic flow;
 - e. Controlling the number, area, location, and types of signs permitted;
 - f. Providing for freedom of architectural and site design; and
 - g. Protecting the character of commercial districts and their peculiar suitability for commercial uses.
3. To provide opportunities for investment, including maximum choice of sites consistent with sound development of residential areas and thoroughfares.

7.02 District Descriptions.

7.02.1. Office and Professional (OP) District.

7.02.1.1. Permitted Uses.

7.02.1.1.1. Principal Uses.

Principal uses permitted in an OP district are limited to those included in the use groups set forth below, subject to the indicated district regulations. Detailed lists of permitted uses in the use groups are set forth in Section 12.

Use Groups	District Regulations
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Group 1. Agriculture (field crops, etc.)	None
Group 10. Community Facilities	Specific use permit by City Council, & conditions as indicated in Section 12.
Group 11. Community Facilities	Same as Group 10.
Group 12. Public Utility & Related Facilities	Same as Group 10.
Group 13. Off-street Parking Accessory, Special	Specific use permit by City Council, & conditions as set forth in Section 16.09
Group 14. Medical Offices & Related Facilities	None
Group 15. General Offices & Related Facilities	None

(Ord. No. 1692, § II, 12-20-1983; Ord. No. 1715, § II, 3-20-1984)

7.02.1.1.2. Accessory Uses.

Accessory uses to any of the above principal uses.

7.02.1.2. Bulk and Area Regulations.

In an OP district, any use of land or structures shall be subject to the following bulk and area regulations:

7.02.1.3. Nonresidential Buildings.

Front Yard*	40 feet
Side Yard, Interior* (<i>adjacent to residential</i>)	10 feet
Side Yard, Interior* (<i>adjacent to commercial</i>)	5 feet
Side Yard, Exterior*	10 feet
Side Yard, Exterior* (<i>corner lot, on thoroughfares</i>)	40 feet
Rear Yard*	12 feet
Height	60 feet

*Apply regulations under Sections 15.03.3, 15.04.2, and 15.05.03 when abutting a predevelopment or residential district.

(Ord. No. 1883, § II, 12-16-1986)

7.02.1.4. Residential Buildings.

The bulk and area provisions of the SF2 districts shall apply.

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7.02.1.5. Off-street Parking and Loading Requirements.

The number of off-street parking spaces required shall be as set forth in Section 12, and developed as provided by Section 16.09. Off-street loading requirements are set forth in Section 16.09.

7.02.2. Neighborhood Shopping (NS) District.

7.02.2.1. Permitted Uses.

7.02.2.1.1. Principal Uses.

Principal uses permitted in an NS district are limited to those included in the use groups set forth below, subject to the included district regulations. Detailed lists of permitted uses in the use groups are set forth in Section 12.

Use Groups	District Regulations
Group 1. Agriculture (<i>field crops, etc.</i>)	None
Group 10. Community Facilities	Specific use permit by City Council & conditions as indicated in Section 12.
Group 11. Community Facilities	Specific use permit by City Council & conditions as indicated in Section 12.
Group 12. Public Utility & Related Facilities	Specific use permit by City Council, & conditions as indicated in Section 12.
Group 14. Medical Offices & Related Offices	None
Group 15. General Offices & Related Facilities	None
Group 16. Convenience Goods & Services	None

(Ord. No. 1692, § II, 12-20-1983; Ord. No. 1715, § II, 3-20-1984)

7.02.2.1.2. Accessory Uses.

Accessory uses to any of the above principal uses.

7.02.2.2. Bulk and Area Regulations.

In an NS district any use of land or any structure shall be subject to the following bulk and area regulations:

7.02.2.3. Nonresidential Buildings.

Front Yard*	40 feet
Side Yard, Interior* (<i>adjacent to residential</i>)	10 feet

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Side Yard, Interior* (<i>adjacent to commercial</i>)	5 feet
Side Yard, Exterior*	10 feet
Side Yard, Exterior* (<i>corner lot, on thoroughfares</i>)	40 feet
Rear Yard*	12 feet
Height	35 feet

*Apply regulations under Sections 15.03.3, 15.04.2, and 15.05.03 when abutting a predevelopment or residential district.

(Ord. No. 1883, § III, 12-16-1986)

7.02.2.4. Off-street Parking and Loading Requirements.

The number of off-street parking spaces required shall be as set forth in Section 12, and developed as provided [in] Section 16.09. Off-street loading requirements are set forth in Section 16.09.

7.02.3. Highway (HD) District.

7.02.3.1. Permitted Uses.

7.02.3.1.1. Principal Uses.

Principal uses permitted in [an] HD district are limited to those included in use groups set forth below, subject to the indicated district regulations. Detailed lists of permitted uses in the use groups are set forth in Section 12.

Use Groups	District Regulations
Group 1. Agriculture (<i>field crops, etc.</i>)	None
Group 8. Hotel & Transient Housing	None
Group 10. Community Facilities	Specific use permit by City Council, & conditions as indicated in Section 12.
Group 11. Community Facilities	Same as Group 10.
Group 12. Public Utility & Related Facilities	Same as Group 10.
Group 14. Medical Offices & related Facilities	None
Group 15. General Offices & related Facilities	None
Group 16. Convenience Goods & Services	None
Group 17. Eating Places with Beer & Wine	Eating places serving alcoholic beverages must be enclosed food establishments that receive a minimum of 51 percent of their monthly gross receipts for the sale of service of food, without dancing, except where there is a

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	private party.
Group 18. Shopping-type Consumer Goods & Related Services	None
Group 19. Service Stations & Drive-in Restaurants	Conditions as indicated in Section 12.
Group 23. Automobile Sales & Service Establishments	None
Group 28. Outdoor Advertising	Conditions as set forth in Section 14.22
Group 30. Manufactured Homes & Trailers	None

(Ord. No. 1692, § II, 12-20-1983; Ord. No. 1715, § II, 3-20-1984; Ord. No. 1830, § 14, 11-19-1985; Ord. No. 3085, § I, 5-16-2006)

7.02.3.1.2. Accessory Uses.

Accessory uses to any of the above principal uses.

7.02.3.2. Bulk and Area Regulations.

In an HS district any use of land or any structure shall be subject to the following bulk and area regulations:

Front Yard*	40 feet
Side Yard, Interior* (<i>adjacent to residential</i>)	10 feet
Side Yard, Interior* (<i>adjacent to commercial</i>)	5 feet
Side Yard, Exterior*	10 feet
Side Yard, Exterior* (<i>corner lot, on thoroughfares</i>)	40 feet
Rear Yard*	12 feet
Height	35 feet

*Apply regulations under Sections 15.03.3, 15.04.2, and 15.05.03 when abutting a predevelopment or residential district.

(Ord. No. 1883, § V, 12-16-1986)

7.02.3.3. Off-street Parking and Loading Requirements.

The number of off-street parking spaces required shall be as set forth in Section 12 and developed as provided by Section 16.09. Off-street loading requirements are set forth in Section 16.09.

7.02.4. General Commercial (GC) District.

7.02.4.1. Permitted Uses.

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7.02.4.1.1. Principal Uses.

Principal uses permitted in [a] GC district are limited to those included in the use groups set forth below, subject to the indicated district regulations. Detailed lists of permitted uses in the use groups are set forth in Section 12.

Use Groups	District Regulations
Group 1. Agriculture (<i>field crops, etc.</i>)	None
Group 10. Community Facilities	Specific use permit by City Council, & conditions as indicated in Section 12.
Group 11. Community Facilities	Same as Group 10
Group 12. Public Utility & Related Facilities	Same as Group 10
Group 14. Medical Offices & Related Facilities	None
Group 15. General Offices & Related Facilities	None
Group 16. Convenience Goods & Services	None
Group 18. Shopping-type Consumer Goods & Related Services	None
Group 19. Service Stations & Drive-in Restaurants	Conditions as indicated in Section 12.
Group 20. Local Consumer Services	Conditions as indicated in Section 12.
Group 21. Major Commercial Recreation Facilities	Specific use permit by City Council, & conditions as indicated in Section 12.
Group 23. Automobile Sales & Related Service Establishments	None
Group 33. Light specialty shops	Specific use permit by City Council.

(Ord. No. 1692, § II, 12-20-1983; Ord. No. 1715, § II, 3-20-1984; Ord. No. 2758, § I(2), 6-5-2001; Ord. No. 2761, § I, 6-19-2001)

7.02.4.1.2. Accessory Uses.

Accessory uses to any of the above principal uses.

7.02.4.2. Bulk and Area Regulations.

In a GC district any use of land or any structure shall be subject to the following bulk and area regulations:

Front Yard*	40 feet
Side Yard, Interior* (<i>adjacent to residential</i>)	10 feet
Side Yard, Interior* (<i>adjacent to commercial</i>)	5 feet
Side Yard, Exterior*	10 feet

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Side Yard, Exterior* (<i>corner lot, on thoroughfares</i>)	40 feet
Rear Yard*	12 feet
Height	35 feet

*Apply regulations under Sections 15.03.3, 15.04.2, and 15.05.03 when abutting a predevelopment or residential district.

(Ord. No. 1883, § VI, 12-16-1986)

7.02.4.3. Off-street Parking and Loading Requirements.

The number of off-street parking spaces required shall be as set forth in Section 12 and developed as provided by Section 16.09. Off-street loading requirements are set forth in Section 16.09.

SECTION 8 – INDUSTRIAL DISTRICTS

Section 8. Industrial Districts

8.01 Purpose.

The industrial districts established under Section 8 are designed to further the general purposes of this ordinance and are more particularly to achieve the following purposes:

1. To meet the needs of the City's expected future industrial economy by making available sites suitable for all types of manufacturing and related activities.
2. To protect residences by separating them from manufacturing activities and by prohibiting the use of such space for new residential development.
3. To protect manufacturing and related development against congestion by limiting the bulk of buildings in relation to the land around them and to one another, and by providing space off public streets for parking and loading facilities.

8.02 District Descriptions.

8.02.1. Industrial Park (M1) District.

8.02.1.1. Permitted Uses

8.02.1.1.1. Principal Uses

Uses permitted in an M1 district are limited to those included in the use groups set forth below, subject to the indicated district regulations provided that such permitted uses shall not create any danger to health or safety to occupants of surrounding areas and do not create any offensive noise, vibration, smoke, dust, odor, heat or glare, and by reason of high volume in relation to size and weight of merchandise handled, create unobjectionable generation of truck traffic. Detailed lists of permitted uses in the use groups are set forth in Section 12.

Use Groups	District Regulations
Group 1. Agriculture (<i>field crops, etc.</i>)	None
Group 10. Community Facilities	Specific use permit by City Council, & conditions as indicated in Section 12.
Group 11. Community Facilities	Same as Group 10.
Group 12. Public Utility & Related Facilities	Same as Group 10.
Group 15. General Offices & Related Facilities	None
Group 19. Service Stations & Drive-in Restaurants	Conditions as indicated in Section 12.

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Group 23. Automobile Sales & Service Establishments	Conditions as indicated in Section 12.
Group 24. Industrial Group A	None
Group 25. Industrial Group B	None
Group 26. Industrial Group C	None
Group 30. Manufactured Homes & Trailers	None
Group 34. Industrial Park District & General industrial District	Specific use permit by City Council & conditions as indicated in Section 12.

(Ord. No. 1639, § II(3), 2-15-1983; Ord. No. 1679, § II, 11-1-1983; Ord. No. 1830, § 14, 11-19-1985; Ord. No. 2827, § I(1), 7-16-2002; Ord. No. 2876, § I(2), 2-4-2003)

8.02.1.1.2. Accessory Uses

Accessory uses to any of the above principal uses.

8.02.1.2. Bulk and Area Regulations

In an M1 district any use of land or any structure shall be subject to the following bulk and area regulations:

Lot Area	20,000 SF
Lot Width	100 feet
Front Yard	40 feet
Side Yard	15 feet
Rear Yard	20 feet
Height	50 feet

(Ord. No. 1198, § 1, 7-6-1976)

8.02.1.3. Off-street Parking and Loading Requirements

The number of off-street parking spaces required shall be as set forth in Section 12, and developed as provided by Section 16.09. Off-street loading requirements are set forth in Section 16.09

8.02.2. General Industrial (M2) District

8.02.2.1. Permitted Uses

8.02.2.1.1. Principal Uses

Uses permitted in an M2 district are limited to those included in the use groups set forth below subject to the indicated district regulations provided that such permitted uses shall

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not create any danger to health or safety to occupants of surrounding areas and do not create any offensive noise, vibration, smoke, dust, odor, heat or glare. Detailed lists of permitted uses in the use groups are set forth in Section 12.

Use Groups	District Regulations
Group 1. Agriculture (<i>field crops, etc.</i>)	None
Group 11. Community Facilities	Specific use permit by City Council, & conditions as indicated in Section 12.
Group 12. Public Utility & Related Facilities	Same as Group 10.
Group 15. General Offices & Related Facilities	None
Group 19. Service Stations & Drive-in Restaurants	Conditions as indicated in Section 12.
Group 21. Major Commercial Recreation Facilities	Conditions as indicated in Section 12.
Group 22. Taverns, Nightclubs & Semiprivate Clubs	Special conditions as set forth in Section 14.29
Group 23. Automobile Sales & Service Establishments	Conditions as indicated in Section 12.
Group 24. Industrial Group A	None
Group 25. Industrial Group B	None
Group 26. Industrial Group C	None
Group 28. Billboards	Special conditions as set forth in Section 14.22
Group 30. Manufactured Homes & Trailers	None
Group 34. Industrial Park District & General Industrial District	Specific use permit by City Council & conditions as indicated in Section 12.

(Ord. No. 1639, § II(4), 2-15-1983; Ord. No. 1679, § II, 11-1-1983; Ord. No. 1830, § 14, 11-19-1985; Ord. No. 2827, § I(1), 7-16-2002; Ord. No. 2876, § I(2), 2-4-2003)

8.02.2.1.2. Accessory Uses

Accessory uses to any of the above principal uses.

8.02.2.2. Bulk and Area Regulations

In an M2 district, any use of land or any structure shall be subject to the following bulk and area regulations:

Front Yard	25 feet
Side Yard*	None
Rear Yard	20 feet

*Apply exceptions under Sections 15.03.3, 15.04.2, and 15.05.03 when abutting a predevelopment or residential district.

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8.02.3. Intensive Industrial (M3) District

8.02.3.1. Permitted Uses

8.02.3.1.1. Principal Uses

Uses permitted in an M3 district are limited to those included in the use groups set forth below subject to the indicated district regulations provided that such permitted uses shall not create any danger to health or safety to occupants of surrounding areas and do not create any offensive noise, vibration, smoke, dust, odor, heat or glare. Detailed lists of permitted uses in the use groups are set forth in Section 12.

Use Groups	District Regulations
Group 1. Agriculture (<i>field crops, etc.</i>)	None
Group 2. Agriculture (<i>animal husbandry</i>)	Special conditions as set forth in Section 14.19
Group 12. Public Utility & Related Facilities	Specific use permit by City Council & conditions indicated in Section 12.
Group 15. General Offices & Related Facilities	None
Group 19. Service Stations & Drive-in Restaurants	Conditions as indicated in Section 12.
Group 21. Major Commercial Recreation Facilities	Conditions as indicated in Section 12.
Group 22. Tavern, Nightclubs & Semiprivate Clubs	Special conditions as set forth in Section 14.29
Group 23. Automobile Sales Service Establishments	Conditions as indicated in Section 12.
Group 24. Industrial Group A	None
Group 25. Industrial Group B	None
Group 26. Industrial Group C	None
Group 27. Industrial Group D	None
Group 28. Outdoor Advertising	Special conditions as set forth in Section 14.22
Group 29. Shipping Containers & Shipping Container Storage Yards	Special conditions as indicated in Sections 12 and 15
Group 30. Manufactured Homes & Trailers	None
Group 31. Tank Truck Facilities	None

(Ord. No. 1679, § III, 11-1-1983; Ord. No. 1830, § 14, 11-19-1985; Ord. No. 1883, § VIII, 12-16-1986)

8.02.3.1.2. Accessory Uses

Accessory uses to any of the above principal uses.

8.02.3.2. Bulk and Area Regulations

In an M1 district, any use of land or any structure shall be subject to the following bulk and area regulations:

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Lot Area	20,000 SF
Lot Width	100 feet
Front Yard	25 feet
Side Yard*	None
Rear Yard	20 feet

*Apply exceptions under Sections 15.03.3, 15.04.2, and 15.05.03 when abutting a predevelopment or residential district.

SECTION 9 – DEVELOPMENT STANDARDS

Section 9. Development Standards.

9.01 Purpose.

The purpose of this section is to establish common area regulations and standards for each zoning district. This section provides one location within this Ordinance where the common area regulations and standards can be found. The common area regulations and standards are divided into two sections, the residential Section 9.04 Residential Districts Development Standards and nonresidential Section, 9.05 Nonresidential Districts Development Standards.

9.02 Establishment of Area Regulations and Standards.

The area regulations and standards for each zoning districts are established within 9.04 Residential Districts Development Standards and 9.05 Nonresidential Districts Development Standards.

9.03 Additional Area Regulations and Standards.

Additional area regulations and standards may apply to specific zoning districts and may be found within the other sections of this Ordinance.

SECTION 12 – DEVELOPMENT STANDARDS

9.04 Residential Districts Development Standards.

Residential Districts Development Standards Chart

Development Standards	AG - Agricultural District	RE - Residential Estate District	SF1 - Single Family Residential 1	SF 2 - Single Family Residential 2	SF 3- Single Family Residential 3	2f - Two-Family Residential (Duplex) District	PH - Patio Home District		TH - Townhome District	MF 1 - Multi-Family Low Density District 1	MF 2 - Multi-Family District High Density 2	MH - Manufactured Home District
							Zero Side Option	Center Option				
Minimum Front Yard Setback	40 FT	40 FT	25 FT	25 FT	20 FT	25 FT	15 FT	15 FT	15 FT	25 FT	20 FT	25 FT
Minimum Side Yard Setback	20 FT / 25 FT on corner lots	15 FT / 25 FT on corner lots	5 FT / 10 FT corner lots	5 FT / 10 FT corner lots	0 FT / 10 FT corner lots	9 FT / 20 FT corner lots	0 FT on one side & 10 FT on the other side / 15 FT corner lots	7 FT on both sides / 15 FT corner lots	5 FT on both sides / 10 FT corner lots	10 FT / 20 FT corner lots	10 FT / 20 FT corner lots	5 FT / 10 FT corner lots
Minimum Rear Yard Setback	25 FT	25 FT	20 FT	15 FT	10 FT	15 FT	12 FT / 20 FT if off-street parking is required		5 FT	20 FT	20 FT	20 FT
Minimum Lot Area	5 AC	15,000 SF	6,900 SF	5,000 SF	4,000 SF	7,000 SF	3,200 SF	3,600 SF	2,500 SF	Units x Area/Unit	2,00 SF / DU	4,000 SF
Minimum Lot Width	150 FT	100 FT	65 FT	50 FT	40 FT	70 FT	40 FT	40 FT	25 FT	90 FT	70 FT	40 FT
Minimum Lot Depth	250 FT	150 FT	110 FT	100 FT	100 FT	100 FT	80 FT	90 FT	100 FT	N/A	N/A	100 FT
Minimum Dwelling Area	800 SF	800 SF	800 SF	800 SF	800 SF	3,500 SF	800 SF	800 SF	800 SF	650 SF	650 SF	650 SF
Maximum Height Feet / Stories	35 FT / 2.5	35 FT / 2.5	35 FT / 2.5	35 FT / 2.5	35 FT / 2.5	35 FT / 2	35 FT / 2.5	35 FT / 2.5	30 FT / 2	35 FT / 2	35 FT / 2	20 FT
Accessory Structure	15 FT	15 FT	15 FT	15 FT	15 FT	15 FT	15 FT	15 FT	15 FT	15 FT	15 FT	15 FT
Maximum Lot Coverage (All buildings)	N/A	20%	60%	60%	60%	60%	70%	70%	65%	N/A	N/A	N/A

SECTION 12 – DEVELOPMENT STANDARDS

9.05 Nonresidential Districts Development Standard.

Development Standards	OP - Office & Professional District	NS - Neighborhood Shopping District	HD - Highway District	GC - General Commercial District	MX - Mixed-Use District	Industrial Districts		
						M1 - Industrial Park District	M2 - General Industrial District	M3 - Intensive Industrial District
Minimum Front Yard Setback	40 FT	40 FT	40 FT	40 FT		40 FT	25 FT	25 FT
Minimum Side Yard Setback <i>(interior adjacent to residential)</i>	10 FT	10 FT	10 FT	10 FT		15 FT	N/A	15 FT
Minimum Side Yard Setback <i>(interior adjacent to commercial)</i>	5 FT	5 FT	5 FT	5 FT		15 FT	N/A	15 FT
Minimum Side Yard Setback <i>(exterior)</i>	10 FT	10 FT	10 FT	10 FT		15 FT	N/A	15 FT
Minimum Side Yard Setback <i>(exterior corner lot on major thoroughfares)</i>	40 FT	40 FT	40 FT	40 FT		15 FT	N/A	15 FT
Minimum Rear Yard Setback	12 FT	12 FT	12 FT	12 FT		20 FT	20 FT	20 FT
Minimum Lot Area	10,000 SF	6,500 SF	12,500 SF	8,000 SF		20,000 SF	20,000 SF	20,000 SF
Minimum Lot Width	60 FT	100 FT	125 FT	100 FT		100 FT	100 FT	100 FT
Minimum Lot Depth	N/A	100 FT	125 FT	100 FT		100 FT	100 FT	100 FT
Minimum Dwelling Area	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Maximum Height Feet	60 FT	35 FT	35 FT	35 FT	35 FT	50 FT	N/A	N/A
Maximum Lot Coverage	40%	45%	50%	60%	85%	75%	80%	80%
Maximum FAR	0.5:1	1:1	4:01	0.5:1		N/A	N/A	N/A

SECTION 10 – ZONING LAND USES REGULATIONS

Section 10. Zoning Land Use Regulations

10.01 Uses Permitted by District.

Land and buildings in each of the zoning districts may be used for any of the indicated uses but no land shall hereafter be used, and no building or structure shall hereafter be erected, altered, or converted, which is arranged or designed or used for other than those uses specified as permitted uses in the district in which it is located, according to the Subsection 10.03 Use Chart and in accordance with Subsection 1.06 Compliance Required / Interpretation / Rules of Construction and the provisions of this ordinance.

Legend for Use Chart within Subsection 10.02. Use of Land and Buildings.

P	Indicates Permitted Use
	Indicates Prohibited Use
S	Indicates Specific Use Permit Required
#	Indicates Conditional Use

10.02 Classification of New and Unlisted Uses.

It is recognized that new types of land use will develop and forms of land use not presently anticipated may seek to locate in the City. If the Director of Public Works is unable to classify the use under one (1) of the existing listed uses, then the director shall initiate a zoning text amendment pursuant to procedures set forth in this ordinance.

10.02.1. Existence of New and Unlisted Uses.

Any use not listed in the Use Chart is prohibited

SECTION 10 – ZONING LAND USES REGULATIONS

10.03 Zoning Matrix.

Below is a quick reference table that summarizes district regulations. The use of land or buildings shall be in accordance with those listed in the following Use Chart. No land or building shall hereafter be used and no building or structure shall be erected, altered, or converted other than for those uses specified in the zoning district in which it is located.

	Residential										Industrial						
	SF1 - Single Family District	SF2 - Single Family District	SF3 - Single Family District	2F - Two Family District	PH - Patio Home District	TH - Townhome District	MF1 - Multifamily District	MF2 - Multifamily District	MH - Manufactured Home District	MX - Mixed-use District	OP - Office Professional District	NS - Neighborhood Services District	GC - General Commercial District	HD - Highway District	M1 - Industrial Park District	M2 - General Industrial District	M3 - Intensive Industrial District
USE TYPE																	
Adult Living Single Family Community	P	P	P	P	P	P	P	P		P		S					
Agriculture (Field Crops, etc.)	P	P	P	P			P	P	P	P							#
Art Gallery/Museum										P	S	P	P	S			
Auto Parts Sales, Outside													P	P	S	P	#
Automobile: Repair													S	P	S	S	
Automobile: Sales & Service													P	P	S	S	#
Automobile: Storage															S	P	P
Boat: sale, service, & repair													P	P	S	S	#
Car Washing Establishment										P	S	P	P	P			
Cemetery/Mortuary/Funeral Home											S		P				
Child Care	#	#	#	#	#	#	#	#	#	P	#	P	P				
Civic/Community/Convention Center							S	S	S	P	P	P	P	P	S		
Dance Hall										S			S	P			#
Farmer's Market										P		P	P	P			
Gas Service Station							#	#	#	#	#	#	#	#	#	#	#
Golf Course Driving Range										#	#	#	#	#	#		
Governmental Office	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Gymnastic/Dance Studio										P	S	P	P				
Health/Fitness Center										P	S	P	P				
Heavy Truck Sales													S	P	P	P	#
Heavy Truck/Bus Repair														P	P	P	#
Helistop															S	S	#
Home Occupations	#	#	#	#	#	#	#	#	#	#							

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SECTION 10 – ZONING LAND USES REGULATIONS

P Indicates Permitted Use Indicates Prohibited Use S Indications Specific Use Permit Required # Indicates Conditional Use		Residential									Industrial							
		SF1 - Single Family District	SF2 - Single Family District	SF3 - Single Family District	2F - Two Family District	PH - Patio Home District	TH - Townhome District	MF1 - Multifamily District	MF2 - Multifamily District	MH - Manufactured Home District	MX - Mixed-use District	OP - Office Professional District	NS - Neighborhood Services District	GC - General Commercial District	HD - Highway District	M1 - Industrial Park District	M2 - General Industrial District	M3 - Intensive Industrial District
Hospital											P	P	P	P	P	S		
Hotel											S	S		S	P	S	S	
Indoor Gun/Archery Range														S	S	S		
Laundromat/Dry Cleaners											P		P	P				
Laydown Yard																#	#	#
Library (Public Branch)		S	S	S	S	S	S	S	S		P	S	P	P	S			
Manufactured Home										P								
Message Therapy											P	S	P	P				
Motorcycle: sale, service, & repair														P	P	S	S	#
Multifamily Residence								P	P	P	P							
Office - Administrative, Medical, or Professional											P	P		S	S	S		
Office - Warehouse or Distribution Center															S	P	P	
Outdoor Advertising																		#
Outside Storage & Display															S			
Pawn Shop															S	S	P	P
Place of Worship		#	#	#	#	#	#	#	#	#	#	#	#	#	#	#	#	
Portable Building Sales																S	S	S
Private Utilities		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Public Park / Trail		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	S	S
Reception/Banquet/Meeting Hall											S	S						
Recreational Vehicle/Truck Parking Lot or Garage														S	S	S	P	P
Recreational Vehicle: Sales & Services														S	P	S	P	#
Recycling Plant																S	P	P
Rehabilitation Care Facility/Institution												S		S	S	S		
Research & Development Center												P				P	S	
Restaurant											P	S	P	P	P	S		
Restaurant, Drive-in											P	S	P	P	P	S		#
Retail Stores & Shops											P	S	P	P	S			
Retirement Housing					P	P	P	P	P	P	P		S					
Salvage Yard															#	#	#	#

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	Residential										Industrial						
	SF1 - Single Family District	SF2 - Single Family District	SF3 - Single Family District	2F - Two Family District	PH - Patio Home District	TH - Townhome District	MF1 - Multifamily District	MF2 - Multifamily District	MH - Manufactured Home District	MX - Mixed-use District	OP - Office Professional District	NS - Neighborhood Services District	GC - General Commercial District	HD - Highway District	M1 - Industrial Park District	M2 - General Industrial District	M3 - Intensive Industrial District
USE TYPE																	
School District Bus Yard													S	P	P	S	
School, Private	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	S	
School, Public	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	S	
Sewage Treatment Plant/Pumping Station	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Single-Family Residence (Detached)	P	P	P		P	P			P	P							
Small Engine Repair Shop													P	P		S	
Storage or Wholesale Warehouse													#	#	#	#	
Tattoo Parlor, Tavern, Nightclub, & Semiprivate Clubs														#		#	#
Taxidermist													P		P	P	
Theater, Neighborhood										P		P	P	S			
Townhome						P	P	P		P							
Trailer Rental														P	P	P	#
Transit Center													S	S	P	P	P
Truck Terminal															P	P	P
Two-Family Residence (Duplex)				P						S							
Utility Distribution/Transmission Line	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Veterinarian Clinic and/or Kennel, Indoor										#		#	#	#	#		
Veterinarian Clinic and/or Kennel, Outdoor													#	#	#	#	
Water Treatment Plant	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S

SECTION 10 – ZONING LAND USES REGULATIONS

10.04 Conditional Development Standards.

The following conditional development standards shall apply:

10.05 Compliance Required.

10.05.1. Applicability.

Compliance with the Zoning Ordinance shall apply to all land, buildings, structures or appurtenances located within the City which are hereafter:

- Occupied;
- Used;
- Erected;
- Altered;
- Removed;
- Placed;
- Demolished; or
- Converted.

10.05.2. Compliance with Zoning District.

Compliance with the Zoning Ordinance shall apply to all land, buildings, structures or appurtenances located within the City.

10.06 Interpretation.

10.06.1. Restrictiveness.

Where the regulations imposed herein are either more restrictive or less restrictive than comparable conditions imposed by any other provision of any other applicable law, ordinance, resolution, rule or regulation of any kind, the regulations which are more restrictive and impose higher standards are the requirements that shall govern.

10.06.2. Abrogation.

The provisions of these regulations are not intended to abrogate any easement, covenant or other private agreement, provided that where the requirements of these regulations are more restrictive or impose higher standards or regulations than such easement, covenant or other private agreement, the requirements of these regulations shall govern.

10.06.3. Cumulative Effect.

The provisions of these regulations are cumulative and additional limitations upon all other laws and ordinances heretofore passed or which may be passed hereafter governing any subject matter set forth in the provisions of these regulations.

SECTION 10 – ZONING LAND USES REGULATIONS

10.06.4. Error Correction.

In the event that any property or Zoning District set forth on the Zoning District Map as provided in Section 1.04 of this ordinance is misnamed, designated incorrectly, the boundaries are incorrect or the property is omitted, in part or in whole, the Zoning District Map may be amended and/or supplemented according to the following.

1. Applicants. The property owner of said tract, the City Council, or the Planning & Zoning Commission may submit an application to the Director to initiate the error correction process.

10.06.5. Rules of Construction.

The language set forth in these regulations shall be interpreted in accordance with the following rules of construction.

1. Number. The singular number includes the plural, and the plural the singular.
2. Tense. The present tense includes the past and future tenses, and the future the present.
3. Mandatory and Permissive Language. The word “shall” and “must” are mandatory while the word “may” is permissive.
4. Gender Terms. The masculine gender includes the feminine.
5. Parentheses. Any word appearing in parentheses directly after a word herein defined shall be construed in the same sense as the word.
6. Conflicts. If there is an expressed conflict:
 - a. The text of this ordinance controls over the charts or any other graphic display in this ordinance; and
 - b. The use regulations control over the district regulations in this ordinance.

10.07 Nonconformities.

10.07.1. Intent of Provisions.

10.07.1.1. Existence of Nonconformities.

a. A Nonconformity Describes:

The City Council has determined that it is in the best interest of the City for nonconforming uses and structures to be brought into conformance with the Zoning Ordinance at the earliest reasonable time. The purpose of this section is to establish provisions for the allowance and potential alteration of uses, lots or structures that do not conform to currently applicable zoning standards or regulations, but that were in conformance with standards in place at the time of their inception, and have been rendered nonconforming due to a change in the applicable standards and regulations.

- b. Nonconformities occur in three (3) general categories, or combination thereof.

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SECTION 10 – ZONING LAND USES REGULATIONS

- i. Nonconforming Uses.
 - ii. Nonconforming Structures.
A nonconforming structure can have lesser setbacks, yard, or height lot area, or dimension requirement than required by this ordinance.
 - iii. Nonconforming Lots.
A nonconforming lot can be conforming as to lot area or dimension requirement.
- c. It is the declared intent of this section that nonconforming uses and nonconforming structures eventually be eliminated and be required to comply with the regulations of the Zoning Ordinance, having due regard for the property rights of the person affected, the public welfare, and the character of the surrounding area.

10.07.1.2. Incompatible Uses.

Nonconformities are hereby declared incompatible with the permitted uses in the districts involved.

10.07.2. Establishment of Nonconforming Status.

For purposes of interpretation of this subsection, any uses, structures and/or lots which in whole or part are not in conformance with current zoning standards shall be considered as follows.

10.07.2.1. Nonconformities.

Those uses, structures, or lots which in whole or part do not conform to current zoning standards, but were legally established prior to the date of adoption of this Zoning Ordinance, at which time they were in conformance with applicable standards shall be considered Legal Nonconformities. Such uses, structures, or lots may be maintained or potentially altered subject to the provisions of this section.

10.07.2.2. Illegal Status.

Those uses, structures, or lots, other than residential accessory buildings, which in whole or part are not in conformance with current zoning standards and were not in conformance with applicable standards at the time of their inception are not considered Nonconformities. These uses, structures, or lots are considered illegal uses, structures, or lots and shall not be approved for any alteration or expansion, and the owners thereof shall undertake necessary remedial measures to reach conformance with current standards, or be discontinued.

10.07.2.3. Time of Adoption.

Any use, platted lot, or structure that is a lawful use at the time of the adoption of this Ordinance or any amendment to this Zoning Ordinance that is placed in a district wherein such use, platted lot, or structure is not otherwise permitted shall be deemed legal nonconforming.

SECTION 10 – ZONING LAND USES REGULATIONS

10.07.3. Burden of Demonstrating Nonconforming Status.

The burden of establishing that any nonconformity is a legal nonconformity as defined in this section shall be borne by the owner or proponent of such conformity.

10.07.4. Abandonment of Nonconforming Use or Structures.

1. A Nonconforming Use shall be considered abandoned and surrendered, forfeited, and lost when evidence presented to the Director of Public Works or other designee indicates that a structure designed or arranged for a Nonconforming Use has ceased to be used in a bona fide manner as a Nonconforming Use for a period of six (6) consecutive calendar months. For purposes of calculating the six (6) month period, a use is abandoned upon the occurrence of the first of any of the following events:
 - a. On the date when the use of land is physically vacated;
 - b. On the date the use ceases to be actively involved in the sale of merchandise or the provision of services;
 - c. On the date of termination of any lease or contract under which the nonconforming use has occupied the land; or
 - d. On the date a final reading of water and/or power meters is made by the applicable utility provider(s).
2. A Nonconforming Use, when abandoned, shall not be resumed and any further use shall be in conformity with the provisions of this Zoning Ordinance.
3. Any Nonconforming Use that does not involve a permanent type of structure or operation and that is moved from the premises shall be considered to have been abandoned.
4. Abandonment of a Nonconforming Use requires proof of intention to abandon.
5. Unless the nonconforming rights are reinstated pursuant to 2.07.4(1) Reinstatement of Nonconforming Rights, and abandoned use shall not be instituted on that parcel or other parcel in any district which does not permit the abandoned use.
6. Prohibited Expansion or Reoccupation. A Nonconforming Use or Nonconforming Structure shall not be expanded, reoccupied with another Nonconforming Use, or increased as of the adoption date of this Zoning Ordinance, except as provided in 2.07.6 Expansion of Nonconforming Uses and Structures.
7. Single-Family Residential Uses.
 - a. Conforming single-family residential uses on platted lots approved prior to the Zoning Ordinance adoption date, which may now be nonconforming due to stricter standards, shall be deemed in conformance with this Zoning Ordinance as long as the use of the lot is allowed in the respective district.
 - b. Only the lot size, depth, width, and setbacks shall be allowed to be less than the regulations prescribed in the zoning district in which it is located. All other regulations of this Zoning Ordinance shall be met, or the lot shall be considered nonconforming.

SECTION 10 – ZONING LAND USES REGULATIONS

8. Existing Platted Lots are Conforming Lots. Any existing vacant lot platted prior to the Zoning Ordinance adoption date that was legally conforming shall be deemed a conforming lot.

10.07.5. Changing Uses and Nonconforming Rights.

1. Nonconforming Use of Conforming Use. Any nonconforming use may be changed to a conforming use, and once a change is made, the use shall not be changed back to a nonconforming use.
2. Nonconforming Use to Another Nonconforming Use. A nonconforming use may not be changed to another nonconforming use.
3. Conforming Use In a Nonconforming Structure. Where a conforming use is located in a Nonconforming Structure, the use may be changed to another conforming use by the process outline in 4.06.F Expansion of Nonconforming Uses and Structures.

10.07.6. Expansion of Nonconforming Uses and Structures.

An expansion of a Nonconforming Use or Nonconforming Structure is allowed in accordance with the following.

1. Nonconforming Use Expansion in Existing Building. A Nonconforming Use may be enlarged, increased, or extended within an existing building provided:
 - a. No structural alteration may be made on or in the existing building except those required by law to preserve the building in a structurally sound condition.
 - b. Work may be done in any period of 12 consecutive months on ordinary repairs, or on repair or replacement of nonbearing walls, fixtures, wiring or plumbing, to an extent not exceeding 51 percent of the current replacement value of the building.
 - c. The number of dwelling units or rooms in a nonconforming residential use shall not be increased so as to exceed the number of dwelling units or rooms existing at the time the use became a nonconforming use.
2. Nonconforming Use Prohibited From Expansion Beyond Existing Building. A Nonconforming Use located within any building shall not be extended to occupy any land outside the building.
3. Off-Street Loading and Parking. A Nonconforming Use shall not be enlarged, increased, or extended to occupy a greater area of land than was occupied at the time the land became a Nonconforming Use, except to provide off-street loading or off-street parking space.
4. Residential Lot Exemption. The minimum residential lot areas for the various zoning districts shall be in accordance with their respective districts except that a lot having less than required by this Ordinance that was an official Lot of Record prior to the effective date may be used for a single-family dwelling.
5. Expansion of Nonconforming Structures with Conforming Uses. Buildings or structures that do not conform to the area regulations or development standards in this ordinance but where the uses are

SECTION 10 – ZONING LAND USES REGULATIONS

deemed conforming shall not increase the gross floor area greater than 10% from the date when the building became nonconforming.

6. Reuse of Nonconforming Structure by Conforming Uses Allowed.

- a. Nonconforming Structures that have been abandoned and do not meet the current area regulations or development standards shall be allowed to be re-occupied by a conforming use.
- b. If re-occupied by a conforming use, then the new conforming use shall meet the applicable parking and fire lane requirements for health, safety, and welfare reasons.

10.07.7. Restoration of Nonconforming Structures.

1. Total or Partial Destruction. If a Nonconforming Structure is destroyed by fire, the elements, or other natural catastrophic event, it may be rebuilt, but the existing square footage or function of the Nonconforming Structure cannot be expanded. The construction must comply with all current building codes, and zoning regulations in effect at the time the structure was permitted. The construction must commence within 12 months of the date of destruction. The failure of the owner to start such reconstruction within 12 months shall forfeit the owner's right to restore or reconstruct the structure except in conformance with this ordinance.
2. If the owner of a Nonconforming Structure has a Nonconforming Use and fails to begin reconstruction of the destroyed structure within 12 months of the date of destruction, then the Nonconforming Structure and Nonconforming Use shall be deemed to be discontinued or abandoned.

10.07.8. Movement of Nonconforming Structures.

A Nonconforming Structure may be relocated within the same platted lot, and shall comply with all setback and screening requirements.

10.07.9. Completion of Structures.

Nothing in this ordinance shall require any change in the plans, construction, or designated use of the following:

1. Approved Building Permit. A building or structure for which a Building Permit has been issued or a Site Plan approved prior to the effective date, provided that the permit or Site Plan shall expire in accordance with the time periods set forth in this Zoning Ordinance.
2. Building in the Approval Process. A building or structure for which a complete Application for a Building Permit was accepted by the Director of Public Works or other designee on or before the effective date, provided however, that such Building Permit shall comply with all applicable ordinances in effect on the date such application was filed.

10.07.10. Loss of and Reinstatement of Nonconforming Status.

SECTION 10 – ZONING LAND USES REGULATIONS

1. Loss of Nonconforming Rights Status. If the Director of Public Works or other designee determines that a Nonconforming Use has met the definition of abandonment and has lost its nonconforming rights, the use shall not be instituted on that parcel or other parcel in any district that does not permit the discontinued use.
2. Any Nonconforming Use that does not involve a permanent type of structure or operation and that is moved from the premises shall be considered to have been abandoned.
3. Application for Nonconforming Rights Reinstatement
 - a. The owner or operator of the abandoned Nonconforming Use may submit a writing application to the Board of Adjustment to have the nonconforming rights reinstated.
 - b. Written Application for reinstatement of nonconforming rights must be made within 10 business days after the Director of Public Works or other designee issues the written notice of determination that a use has been permanently abandoned.
4. Board of Adjustment Decision. The Board of Adjustment may reinstate nonconforming rights only if the Board of Adjustment finds that the use was not discontinued for six (6) months or more. The failure of the owner and/or operator to remove on-premise signs shall not be considered (on its own) evidence of a continuing use.

10.07.11. Nonconforming Use Created by Acquisition of Right-of-Way (ROW).

10.07.11.1. Determination of a Lawful Conforming Structure.

Where a lot, tract, or parcel is occupied by a lawful structure, and where the acquisition of ROW by eminent domain proceedings, dedication, or purchase by the City, the County, the State, or a Federal Agency creates a nonconforming structure, lot, or setback, the structure shall be deemed a lawful conforming structure, to the extent the nonconformity results from the acquisition of the ROW. In the event the structure is partially or totally destroyed by natural causes, the structure may be rebuilt

10.07.11.2. Cases in which the Owner Receives Compensation for Screening or Landscaping.

In the event the owner of an interest in real property receives compensation for screening or landscaping in the form of curative measures or damages to the remainder in a ROW acquisition, the owner shall relocate required fencing or landscaping originally located on the acquired property to the remainder of the tract as closely as practicable to the required setback.

10.07.11.3. Cases in which the Owner Receives Compensation for Demolition.

A Certificate of Occupancy and Compliance shall not be issued for any structure for which compensation has been paid for the demolition of the structure or for other curative measures until such time that the structure meets all applicable ordinances or the curative measures for which the compensation was paid have been completed. For purposes of this section, "curative measures" are those actions, corrections, repairs, and/or improvements identified in an appraisal or similar valuation analysis prepared in the context of considering damages to the remainder suffered as a result of the acquisition of a portion of property.

SECTION 10 – ZONING LAND USES REGULATIONS

10.08 Accessory Buildings and Uses.

10.08.1. Residential Accessory Buildings and Uses.

1. The following regulations apply to accessory buildings servicing lots zoned for residential uses.
2. Accessory buildings and uses incidental to other permitted uses are permitted within residential zoning district and include private garages, carports, tool house, lath or greenhouse as hobby (*no business*), home workshop, children's playhouse, private stables (*no rental*), barns, or coops (*no rental*); private swimming pool and garden shelter.
3. The following regulations apply to guest house operating as accessory buildings or as a use attached to the main building.
 - a. A guest house shall not be less than 600 square feet (SF) when built over a garage, nor less than 750 SF when free-standing, and shall not contain more than 1,000 SF of living area or 30 percent of the main structure, whichever is less.
 - i. Nothing herein shall authorize the occupancy or the use of a guest house by anyone other than a bona fide guest or servant employed by the occupant of the main structure on such lot, estate or land.
 - ii. A guest house may be constructed as a part of the main building.
 - b. Any accessory building for human habitation shall not be occupied until the main dwelling has been completed.
 - c. Only one (1) guest house shall be allowed on an individual tract of land.
 - d. Guest House shall not be leased or rented.
4. Accessory Buildings and Use Limitations within the Manufactured Housing (MH) District
 - a. An accessory building necessary to store equipment for several dwelling units or provide a service function for several dwelling units shall not be occupied as a place of abode.
 - b. Any accessory building that is not a part of the main building shall be separated from the main building by a minimum of 10 feet.
5. Architectural Elements for Residential Accessory Buildings
 - a. Any accessory building more than 200 Sq. feet must be of wood frame construction and the color and materials of the roof must resemble the color and roof of the main building.
 - b. The color and materials of the roof of the accessory building must closely resemble the color and materials of the roof of the main building unless the accessory building is prefabricated or pre-finished.

10.08.2. Nonresidential Accessory Buildings

1. In the nonresidential districts, an accessory building shall not exceed the height of the main building and shall not exceed 50 percent of the floor area of the main building, and shall be used for purposes accessory and incidental to the main use.

SECTION 10 – ZONING LAND USES REGULATIONS

10.08.3. Nonresidential Accessory Uses Allowed on the First Floor of Multiple-Family Developments

1. If a multiple-family density bonus is approved by the City Council, then the first floor of the multiple-family building may be occupied by any use allowed within the LR, Local Retail District.
2. The nonresidential accessory use shall be allowed only if the accessory use is within the same building as an active multiple-family use and is located on the first floor of said building.

10.08.4. Small Wind Energy Systems

10.08.4.1. Accessory Use

A small wind energy system is allowed as an accessory use in all residential zoning districts.

10.08.4.2. Building Permit Required

No small wind energy system shall be installed without first obtaining a building permit issued by the Building Official.

10.08.4.3. General Standards

- Small wind energy systems (*equipment or tower*) shall not be located in a required setback.
- The minimum distance between the ground and any part of a rotor blade must be at least 20 feet.
- Small wind energy systems may not be illuminated, nor may they bear any signs or advertising.
- Small wind energy systems must have automated braking, governing, or feathering system to prevent uncontrolled rotation, over-speeding, and excessive pressure on the support structure, rotor blades, and turbine components.
- Installation shall meet the requirements of the electrical code.
- Maximum voltage turbine output to a single-family or two-family dwelling is 600 Volts per electrical code.
- Noise produced by small wind energy systems may not exceed 55 dBA measured at the property line.
- Small wind energy systems must not cause any interference with normal radio and television reception in the surrounding area, with any public safety agency or organization (*including but not limited to police, fire, and ambulance*) radio transmissions, or with any microwave communications link. The owner shall bear the cost to conduct a study to determine interference, and of immediately eliminating any such interference should any occur, or must immediately shut down the system or parts of the system causing the interference.
- A finish (*paint/surface*) must be provided for the small wind energy system that reduces the visibility of the facility, including the rotors. In most circumstances this condition may be satisfied by painting the support structure and rotors with flat light haze gray paint. If the support structure is unpainted it must be of a single color throughout its height. The owner must maintain the finish, painted or unpainted, so that no discoloration is allowed to occur.

SECTION 10 – ZONING LAND USES REGULATIONS

- The diameter of the area swept by the rotors may not exceed 12 feet.
- Guy wires or other accessories cannot cross or encroach on any ROW or over above ground electrical utilities lines.

10.08.4.4. Freestanding Systems – Additional Standards.

Small wind energy systems may be mounted on a tower detached from other structures on the lot.

1. Setback. The minimum setback from any property line, overhead utility line, or public ROW shall be a distance equal to the vertical distance from the ground to the tip of a wind generator blade when the tip is at its highest point unless the affected utility, property owner, or governmental entity grants written permission for a lesser setback. In addition to the system's structures, guy wires associated with towers shall meet applicable setbacks for the zoning district.
2. Height. Freestanding systems measured from the top blade may not exceed 47 feet in height.
3. Security. Support structures for freestanding systems must be unclimbable from the ground to a height of at least 15 feet.
4. Number. A maximum of one (1) freestanding small wind generator system may be allowed on a building site.

10.08.4.5. Roof-Mounted Systems – Additional Standards.

Small wind energy systems may be mounted on the roof of a structure as an appurtenance.

- a. Height. Roof-mounted systems measured from the top blade may not be more than five (5) feet over the maximum allowed height for the structure.
- b. Number. A maximum of one (1) roof-mounted small wind generator system may be allowed on a building site.
- c. Engineering Report. Before any roof-mounted system is mounted the property owner must submit a report prepared by a licensed professional engineer attesting to the fact that the structure to which the system will be mounted is or will be sufficiently strong to support the system and to withstand the wind, vibratory, and other loads to which it would be subjected as a result of mounting the system on it. This report is subject to approval by the Building Official prior to the mounting of the system.

10.08.5. Single-Family or Duplex Residential Flags and Flagpoles.

10.08.5.1. Scope.

The regulations set out in this section apply to flags and detached flagpoles for single-family and duplex homes in all residential zoning districts.

10.08.5.2. Setbacks.

The minimum setback from any property line, overhead utility line, or public ROW shall be a distance equal to the vertical distance from the ground to the top of the pole.

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10.08.5.3. Size.

- a. The height of a flag pole shall not exceed 15 feet measured from the natural grade.
- b. The size of the flag shall be appropriate for the height of the flag pole, but each individual flag shall in no event exceed 24 SF in area.

10.08.5.4. Manner of Display.

Flags and insignia of any government should be displayed in an approved manner pursuant to federal guidelines in Title 4, United States Code, Chapter 1 (*the Federal Flag Code*).

SECTION 11 – AMORTIZATION OF NONCONFORMING USES

Section 11. Amortization of Nonconforming Uses

11.01 Initiation of Compliance Case

Only the City Council, by majority vote, may request that the Board of Adjustment consider establishing a compliance date for a nonconforming use.

11.02 Public Hearing Process

Upon receiving a request under 11.01 Initiation of Compliance Case from the City Council, staff shall schedule the First Public Hearing before the Board. The Board may establish a compliance date only after holding two (2) separate hearings.

11.02.1. First Public Hearing.

The Board shall hold a public hearing to determine whether continued operation of the nonconforming use will have an adverse effect on nearby properties. If, based on the evidence presented at the public hearing, the Board determines that continued operation of the use will have an adverse effect on nearby properties, it shall schedule a second public hearing to establish a compliance date for the nonconforming use; otherwise, it shall not. In determining whether the continued operation will have an adverse effect on nearby properties, the Board shall consider the following factors:

- The character of the surrounding neighborhood.
- The degree of incompatibility of the use with the zoning district in which it is located.
- The manner in which the use is being conducted.
- The hours of operation of the use.
- The extent to which continued operation of the use may threaten public health or safety.
- The environmental impacts of the use's operation, including but not limited to the impacts of noise, glare, dust, and odor.
- The extent to which public disturbances and nuisances may be created or perpetuated by continued operation of the use.
- The extent to which traffic or parking problems may be created or perpetuated by continued operation of the use.
- Any other factors relevant to the issue of whether continued operation of the use will adversely affect nearby properties.

11.02.2. Second Public Hearing.

1. If the Board has determined in the first public hearing that the nonconforming use has an adverse effect on nearby properties, it shall hold a second public hearing to set a date for compliance. The Board shall, in accordance with the law, provide a compliance date for the nonconforming use under a plan whereby the owner's actual investment in the use before the time that the use became nonconforming can be amortized within a definite time period. The following factors must be considered by the Board in determining a reasonable amortization period.

SECTION 11 – AMORTIZATION OF NONCONFORMING USES

- a. The owner's capital investment in structures, fixed equipment, and other assets (*excluding inventory and other assets that may be feasibly transferred to another site*) on the property before the time the use became nonconforming.
 - b. Any costs that are directly attributable to the establishment of compliance date, including demolition expenses, relocation expenses, termination of leases, and discharge of mortgages.
 - c. Any return on investment since inception of the use, including net income and depreciation.
 - d. The anticipated annual recovery of investment, including net income and depreciation.
 - e. A reasonable wind-up period for the nonconforming use.
2. If the Board, at the first public hearing, requests financial documentation and/or records from the owner relating to the factors listed directly above, the owner shall provide said documents and/or records at least 30 days before the second public hearing. If the owner does not provide said documentation, the Board is authorized to make its determination of a compliance date based upon any reasonably available public records as well as public testimony at the hearing. Failure by owner to provide the requested financial documents and records shall not prevent the Board from setting a compliance date.

11.03 Ceasing Operations

If the Board establishes a compliance date for a nonconforming use, the use must cease operations on that date and it may not operate thereafter unless it becomes a conforming use.

11.04 Definitions

For purposes of this subsection, "owner" means the owner of the nonconforming use at the time of the Board's determination of a compliance date for the nonconforming use.

11.05 Finality of Decisions

11.05.1. Decisions that cannot be Immediately Appealed.

A decision by the Board that the continued operation of a nonconforming use will have an adverse effect on neighboring property and the Board's decision to schedule a second public hearing to establish a compliance date are not final decisions and cannot be immediately appealed.

11.05.2. Decision to Deny a Request to Establish a Compliance Date.

A decision by the Board to deny a request to establish a compliance date is final unless appealed to state court within 10 calendar days in accordance with Chapter 211 of the Local Government Code.

11.05.3. Decision Setting a Compliance Date.

A decision by the Board setting a compliance date is final unless appealed to state court within 10 calendar days in accordance with Chapter 211 of the Local Government Code.

SECTION 11 – AMORTIZATION OF NONCONFORMING USES

11.06 Reinstatement of Nonconforming Rights

11.06.1. Loss of Nonconforming Rights Status.

If the Director or other designee determines that a nonconforming use has been permanently abandoned under 1.07.4(2) Reinstatement of Nonconforming Use Rights and has lost its nonconforming rights, the use shall not be instituted on that parcel or other parcel in any district which does not permit the discontinued use.

11.06.2. Notice to Owner and/or Operator Required.

Notice of this determination shall be made in writing to the owner and/or operator of the abandoned nonconforming use.

11.06.3. Application for Nonconforming Rights Reinstatement.

1. The owner and/or operator of the abandoned nonconforming use may submit a written application to the Board to have the nonconforming rights reinstated.
2. Written application for reinstatement of nonconforming rights must be made within 10 business days after the Director and/or his designee issues the written notice of determination that a use has been permanently abandoned.

11.06.4. Board Decision.

The Board may reinstate nonconforming rights only if the Board finds there was a clear intent not to abandon the use even though the use was discontinued for six (6) months or more. The failure of the owner and/or operator to remove on-premise signs shall not be considered (*on its own*) evidence of a clear intent not to abandon the use.

SECTION 12 – USE GROUPS

Section 12. Use Groups

12.01 Listings

The use groups referred to in the use districts are herein listed in numerical order. Within the use groups the permitted uses are listed in alphabetical order. Special conditions applicable to a use are shown thus () [surrounding a section number].

In the event that a use has not been listed within any use group, the Building Official shall, upon application determine the use group in which said use belongs, taking into consideration the character of the use group and the uses included in said use group.

12.01.1. Group 1. Agriculture

Field crops. Use Group 1 consists of agricultural uses which are compatible with nearby residential uses.

Permitted Uses	Off-Street Parking Spaces Required
Field crops	None
Greenhouses (Section 14.15)	
Horticulture	None
Truck gardening	None

12.01.2. Group 2. Agriculture

Animal husbandry.

Permitted Uses	Off-Street Parking Spaces Required
Breeding, raising, grazing (Section 14.19) or boarding of animals for commercial purposes	None
Dairy farm; egg farm; apiary	None
Veterinarian treating farm animals on premises	None

12.01.3. Group 3. Single-family Dwellings

Permitted Uses	Off-Street Parking Spaces Required
Single-family dwelling	3 per dwelling unit
SF-1 & SF-2 single-family dwellings	3 per dwelling unit

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SF3 single-family dwelling	2 enclosed & covered, plus 2 additional off-street
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(Ord. No. 1679, § VII, 11-1-1983; Ord. No. 1830, § 5, 11-19-1985)

12.01.4. Group 4. Two-family dwellings.

Permitted Uses	Off-Street Parking Spaces Required
Duplex dwelling	2 per dwelling unit
Duplex dwelling group	2 per dwelling unit

12.01.5. Group 5. Townhouses and Patio Homes

Permitted Uses	Off-Street Parking Spaces Required
Townhouses	2 per dwelling unit

12.01.6. Group 6. Multiple-family Dwellings

Permitted Uses	Off-Street Parking Spaces Required
Apartment house	2.0 per efficiency or 1 BR apartment
Apartment house group	2.5 per 2 BR apartment 2.5 per 3 or more BR apartment
Boarding[house], lodging house	1.0 per guest room for boarding[house] or lodginghouse

12.01.7. Group 7. Apartment Hotels, Student Housing

Permitted Uses	Off-Street Parking Spaces Required
Apartment Hotel	1 per guest room
Dormitory	1.5 per sleeping room
Fraternity	1.5 per sleeping room
Sorority	1.5 per sleeping room

12.01.8. Group 8. Hotel

Permitted Uses	Off-Street Parking Spaces Required
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Hotel	1 per guest room
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12.01.9. Group 9. Manufactured home parks.

Permitted Uses	Off-Street Parking Spaces Required
Manufactured home parks	2 per manufactured home accommodation

12.01.10. Group 10. Community Facilities

Use Group 10 consists of public and quasi-public uses which:

- Are needed in residential areas to serve educational, recreational or religious requirements of the residents; or
- Can ordinarily perform their functions most effectively in a residential environment, unaffected by objectionable influences from adjacent industrial or general commercial uses; and
- Are not significantly objectionable to adjacent residential uses, and meet all conditions set forth in this ordinance with respect to environment regulations; and
- Are, therefore, permitted in residential districts, as well as in predevelopment, commercial and M1 districts by specific use permit of the City Council.

Facilities needed to serve the residents of the immediate neighborhood or group of neighborhoods, rather than the entire community:

Permitted Uses	Off-Street Parking Spaces Required
Church or other place of worship, including:	
Sunday school facilities (Section 14.07)	1 for each 6 seats
Day nursery (Section 14.06)	1 per employee
Library, public branch	1 per 400 SF of floor area
Park, playground	None
Parish house; parsonage, rectory	2 per dwelling unit
School, private	1 per 500 SF floor area, plus 1 per employee
School, public elementary	1 per employee, incl. staff
School, public secondary	1 per 500 SF floor area, plus 1 per employee

Facilities needed to serve residents of the entire community, or the public at large, but which need a residential environment:

Permitted Uses	Off-Street Parking Spaces Required
Child care (Section 14.06)	1 per employee on maximum shift

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Convalescent home, nursing home or maternity home (Section 14.09)	1 per 3 beds
Golf course, public	5 per hole
Home for the aged (Section 14.25)	1 per 3 beds
Hospital other than animal hospital	1 per 3 patient beds, excluding bassinets
Monastery, convent, novitiate	1 per 15 beds
Religious retreat facilities	1 per 3 beds

Other public or quasi-public facilities that are not significantly objectionable to adjacent residential uses:

Permitted Uses	Off-Street Parking Spaces Required
Art gallery (Section 14.23)	1 per 400 SF floor area
Museum (Section 14.23)	1 per 400 SF floor area
Library, private (Section 14.23)	1 per 400 SF floor area
Newspaper stand	None
Cemetery, public or privately owned	None

12.01.11. Group 11. Community Facilities

Use Group 11 consists of public, quasi-public and private facilities which:

- Are needed in residential areas to serve recreational requirements of the residents; or
- Can ordinarily perform their functions most effectively in a residential or commercial environment, unaffected by objectionable influences from adjacent heavy industrial uses; or
- Provide seasonal use of open land on a temporary basis; and
- Can be significantly objectionable to immediately adjacent residential uses, even though they meet all conditions set forth in this ordinance with respect to environmental regulation; and
- Are, therefore, permitted in all districts except M3 by specific use permit of the City Council, except in the case of Christmas tree and wreath sales, which may be conducted in predevelopment, residential, and OP districts only by temporary occupancy permit.

Permitted Uses	Off-Street Parking Spaces Required
Auditorium having seating capacity for 1,000 or less	1 per 5 seats
Baseball diamond or football field, public	1 per 6 seats for patron use
Christmas tree & wreath sales	1 per 400 SF floor area
Stadium & fieldhouse	1 per 400 SF floor area
Club or lodge, private	1 per 400 SF floor area
College or university	1 per 6 seats for patron use
College or university playfield	1 per 300 SF floor area

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Recreation center, public	[1 per 300 SF floor area]
Swimming pool, public	1 per 300 SF pool & deck area
Tennis court, public	1.5 per court

12.01.12. Group 12. Public Utility and Related Facilities

Use Group 12 consists of public, quasi-public or private facilities which:

- Are needed in residential areas to service public utility or similar requirements of the residents; or
- Have technical location requirements necessitating specific locations; and
- Can be significantly objectionable to residential, commercial and light industrial uses, even though they meet all conditions set forth in this ordinance with respect to environment regulations; and
- Are therefore permitted in certain agricultural, residential, commercial and industrial districts, only by specific use permit of the City Council.

Public utility and related facilities either needed in residential areas to serve the residents thereof, or having technical locational requirements necessitating specific locations:

Permitted Uses	Off-Street Parking Spaces Required
Bus terminal	1 each employee
Electric substation	1 each employee
Gas or oil metering or regulation station	1 each employee
Heliport or helistop (Section 8.01)	1 each employee
ROW; railroad, pipeline, or other utility	1 each employee
Sewage disposal plant or lift station	1 each employee
Railroad team tract	1 each employee
Telephone exchange	1 each employee
Tower, communications, non-accessory	1 each employee
Water filtration plant, pumping station, or storage facility	1 each employee

Temporary uses of open land:

Permitted Uses	Off-Street Parking Spaces Required
Extraction of clay, gravel, sand or topsoil:	
Mining, quarry (Section 14.11)	None

(Ord. No. 1198, § 4, 7-6-1976)

12.01.13. Group 13. Off-street Parking, Accessory, Special

Use Group 13 consists of off-street parking lots, accessory to uses in commercial and industrial districts, but permitted in certain other districts, under conditions set forth in Section 17.04 by specific use permit of the City Council.

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12.01.14. Group 14. Medical Offices and Related Facilities

Use Group 14 consists of medical offices and related facilities suitable for locating in close proximity to residential areas, in order to provide convenient service to the residents of those areas.

Offices:

Permitted Uses	Off-Street Parking Spaces Required
Chiropractor	1 per 200 SF of floor area
Dentist	1 per 200 SF of floor area
Family counselor	1 per 200 SF of floor area
Medical doctor	1 per 200 SF of floor area
Osteopathic doctor	1 per 200 SF of floor area
Notary public	1 per 200 SF of floor area

Related or similar facilities:

Apothecary	1 per 200 SF of floor area
Medical or dental laboratory	1 per 200 SF of floor area

12.01.15. Group 15. General Offices and Related Facilities

Use Group 15 consists of general offices and uses which are compatible with or complementary to general offices and nearby residential areas, as follows:

Permitted Uses	Off-Street Parking Spaces Required
Bank; savings & loan associations	1 per 300 SF of floor area
Blueprinting & similar reproduction processes	1 per 600 SF of floor area
Business machines: sales, service & rental	1 per 300 SF of floor area
Commercial off-street parking facilities	None
Data processing or computing service	1 per 500 SF of floor area or 1 per 1.5 employees, whichever is larger
Funeral home; ambulance	1 per 3 seats, 1 per service
Laboratory: Scientific or testing	1 per 500 SF of floor area or 1 per 1.5 employees, whichever is larger
Office of any kind	1 per 300 SF of floor area
Printing, limited to 2,500 SF of floor area	1 per 500 SF of floor area or 1 per 1.5 employees, whichever is larger
Store selling architects', artists', engineers' or	1 per 300 SF of floor area

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office supplies	
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12.01.16. Group 16. Convenience Goods and Services

Use Group 16 consists of convenience goods stores and personal service establishments which provide local consumer and transient needs and have a small service area and are, therefore, distributed throughout the City:

Permitted Uses	Off-Street Parking Spaces Required
A. Convenience goods stores:	1 per 200 SF of floor area
Confectionery or nut store; Bookstore; Delicatessen; Drugstore; Florist shop	
Food store, including bakery (retail only) meat, fish, seafood, dairy products	
Gift, novelty or souvenir store	
Hardware store	
Ice vending establishment	
Newsstand, tobacco store	
Variety store	
Wine & beer sales of off-premises consumption	
B. Personal service establishment:	1 per 200 SF of floor area
Altering, pressing, repairing or reweaving of apparel	
Barbershop	
Custom dressmaker; custom milliner; custom tailor	
Dry cleaning pick-up or self-service	
Laundry pick-up or self-service	
Optician, optometrist	
Post office or postal station	
Shoe repair	
Eating place, enclosed	
C. Personal improvement services:	1 per 300 SF of floor area
Art teaching studio	
Artist studio	

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Charm school	
Dance teaching studio	
Drama teaching studio	
Handicraft teaching studio	
Music teaching studio	
Photography (contact) studio	
D. Personal service establishments:	1 per 100 SF of floor area
Beauty shop	

12.01.17. Group 17. Eating Places with Beer and Wine

11.01.17.1. Permitted uses.

Eating places, enclosed, where beer and wine is served incidental to the serving of food, without dancing or entertainment.

12.01.18. Group 18. Shopping-type Consumer Goods and Related Services

Use Group 18 consists of stores selling goods which are ordinarily purchased less frequently than convenience goods and which often are affected by style and comparative shopping considerations. These stores tend to sell to a community-wide or regional market, rather than the more restricted local market served by convenience goods stores:

Permitted Uses	Off-Street Parking Spaces Required
A. Stores:	1 per 200 SF of floor area, except as otherwise noted
Art & handicraft supply store	
Auto accessories store, no tire recapping	
Antique store	1 per 300 SF floor area
Camera & photographic supplies: sales & rental	
Department store	
Dry goods store	
Floor covering sales	1 per 300 SF floor area
Freight reclamation	1 per 300 SF floor area
Furniture store	1 per 300 SF floor area
Garden supply store, nursery stock	1 per 300 SF floor area

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Home furnishings store	
Household electronics equipment sales	
Interior decorating shop	1 per 300 SF floor area
Household appliance store	
Jewelry, sales & repair	
Leather goods, sales & repair	1 per 300 SF floor area
Manufacturing of baked goods, candy delicatessen foods, & ice cream for retail sales on the premises only	
Music, musical instruments, phonograph record shop	
Orthopedic or medical appliance store	
Paint & wallpaper store	
Party & novelty supply sales	
Pet shop	
Picture framing sales	
Religious goods	
Stationery store	
Sporting goods sales	
Toy store	
Typewriter store	
B. Service establishments:	1 per 200 SF of floor area, except as otherwise noted
Auto rental agency	
Auction room	
Bridge studio	2 per 300 SF floor area
Billiard parlor	2 per 300 SF floor area
Bowling alley	3 per alley
Candy kitchen	
Delivery & express service	1 per 400 SF floor area
Locksmith shop	1 per 400 SF floor area
Saddle shop	1 per 300 SF floor area
Sewing machines sales & repair	1 per 200 SF floor area
Taxi stand & dispatcher station	Minimum area

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Theater or auditorium, enclosed, having less than 1,000 person seating capacity	1 space per 5 seats
Veterinarian: office only	1 space per 400 SF floor area

12.01.19. Group 19. Service Stations and Drive-in Restaurants

Use Group 19 consists of certain facilities catering almost entirely to persons in their automobiles and sometimes so operated as to cause appreciable adverse effects on adjoining residential and retail commercial uses, and therefore, not appropriate for prime retail districts:

Permitted Uses	Off-Street Parking Spaces Required
Gasoline service station (Section 14.13)	4 per enclosed service bay
Drive-in restaurant	1 per 300 SF of lot area

12.01.20. Group 20. Local Consumer Services

Use Group 20 consists of establishments engaged primarily in providing household and automotive maintenance and similar services which:

- Fulfill recurrent needs of residents of nearby areas; and
- Have relatively small service areas and are therefore distributed throughout the City; and
- Are generally incompatible with primary retail districts because they break the continuity of retail frontage.

Permitted Uses	Off-Street Parking Spaces Required
A. Stores:	1 per 300 SF floor area, except as otherwise noted
Automobile air conditioners, heaters, radios, seat covers; sales[,], installation[,], servicing & repair	
Automobile batteries, mufflers, glass, convertible tops; sales & installation	
Auto drivers training school	
Automobile tires: sales, installation & repair, but not including recapping or rebuilding of tires	
Building materials & lumber: retail sales	
Monument sales, with incidental processing to order, but not including the shaping of headstones	
Used clothing & house wares sales	

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B. Service establishments:	
Animal hospital serving household pets & similar small animals; breeding, raising, or boarding of household pets or similar small animals for commercial purposes, kennel (Section 14.19)	
Automobile laundry (Section 14.03)	
Automobile service garage, minor	1 per 300 SF floor area, except as otherwise noted
Bicycle sales, rental & repair	
Cabinetmaker shop	
Contractor or construction offices or shops: air conditioning, building, cement, electrical, heating, masonry, painting, plumbing, refrigeration, roofing, & ventilating	
Custodial or janitorial services	
Deodorizing	
Golf driving range; pitch & putt course; miniature golf (Section 14.14)	2 per tee or hole
Pawnshop	1 per 300 SF floor area, except as otherwise noted
Household equipment, repairs: appliances, electronics equipment, yard equipment	
Household equipment, rental: primarily household needs including chairs, party equipment, sick room equipment, tools, & similar sections, but not including industrial or major construction equipment	
Sign painting	
Storage facilities or mini-warehouses for storage of personal items, dealing directly with customers	
Taxidermist	
Tool sharpening	
Upholstering shop dealing directly with consumers	

12.01.20.1. Off-street parking spaces required:

- 1 per 300 SF floor area, except as otherwise noted.

(Ord. No. 1198, § 2, 7-6-1976)

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12.01.21. Group 21. Major Commercial Recreation Facilities

Use Group 21 consists of large commercial recreation facilities capable of generating substantial traffic volumes and having potentially adverse effects on nearby residential, commercial or light industrial areas.

Permitted Uses	Off-Street Parking Spaces Required
Amusement park	1 per 1,100 SF lot area
Commercial stadium, arena or auditorium having more than 1,000 person seating capacity	1 per 5 seats
Dancehalls	1 per 200 SF
Drive-in theater (Section 14.10)	1 per outside speaker
Riding academy or public stable	None (Sub-section 8.172)
Skating rink	1 per 500 SF floor area

12.01.22. Group 22. Semiprivate Clubs, Taverns and Nightclubs

Permitted Uses	Off-Street Parking Spaces Required
Club, semiprivate (Section 14.29)	1 per 500 SF floor area
Nightclub (Section 14.29)	
Tavern (Section 14.29)	

12.01.23. Group 23. Automobile Sales and Service Establishments

Use Group 23 consists of automobile and related vehicles sales and service establishments, including open use of land, having limited objectionable characteristics to other retail and service establishments.

Permitted Uses	Off-Street Parking Spaces Required*
Automobile leasing	
Automobile repair, major	
Automobiles & trucks, new & used: sales & servicing	
Boats: sales & repair	1 per 300 SF floor area
Motorcycles & scooters: sales & repair	
Trucks: sales, repair, & rental	

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12.01.23.1. Off-street parking spaces required:

- 1 per 400 SF floor area, except as otherwise noted.

(Ord. No. 1830, § 12, 11-19-1985)

12.01.24. Group 24. Industrial Group A

Use Group 24 consists of light industrial activities, including processing activities which:

- Are ordinarily conducted in such a way as to comply with a high level of performance standards; and
- Produce articles of high value relative to bulk, and therefore, generate very low truck traffic.

12.01.24.1. Permitted Uses:

- Art needle work, hand weaving or tapestries.
- Bakery products: limited to 7,500 SF of floor area per establishment.
- Book binding and tooling.
- Carpentry, custom woodworking or custom furniture making.
- Custom ceramic products.
- Custom hair products.
- Custom orthopedic or medical appliances.
- Jewelry manufacturing from precious metals.
- Medical, dental or drafting instruments; optical goods; or similar precision instruments.
- Printing or publishing, including engraving and photoengraving, without floor area limitation.
- Watch making.

12.01.24.2. Off-street parking spaces required.

- In nonmanufacturing or processing facilities, one per 300 SF of floor area for office area, and one per 600 SF of floor area for warehouse and shop area.
- In manufacturing or processing facilities one per each 1½ employees.

(Ord. No. 1715, § V, 3-20-1984)

12.01.25. Group 25. Industrial Group B

Use Group 25 consists of manufacturing and nonmanufacturing activities which:

- Are ordinarily conducted in such a way as to comply with a high level of performance standards; and
- Produce articles of only moderately high value relative to bulk and thus are likely to generate moderate truck traffic.

12.01.25.1. Permitted Uses:

- Manufacturing or processing of the following products:
 - Apparel or other textile products from textiles or other prepared materials, including hat bodies and similar products.
 - Beverages, nonalcoholic.
 - Bottling works, for all beverages.

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- Brooms or brushes.
- Cameras or other photographic equipment, except film.
- Canvas products.
- Clocks or similar products.
- Fur goods, not including tanning or dyeing.
- Ice, dry or natural.
- Motion picture.
- Novelty products.
- Orthopedic or medical appliances, including artificial limbs, braces, supports, or stretchers, or similar appliances.
- Scenery construction.
- Statuary, mannequins, figurines, or religious or church art goods, excluding foundry operations.
- Umbrellas and parasols.
- Nonmanufacturing activities:
 - Cold storage plant
 - Laundry plant
 - Moving; storage; parking; crating
 - Warehouse, except for goods whose warehousing or storage is listed separately herein
 - Wholesale distributors, except for goods whose distribution is listed separately herein

12.01.25.2. Off-street parking spaces required.

- In nonmanufacturing or processing facilities, one per 300 SF of floor area for office area, and one per 600 SF of floor area for warehouse and shop area.
- In manufacturing or processing facilities one per each 1½ employees.

(Ord. No. 1715, § V, 3-20-1984)

12.01.26. Group 26. Industrial Group C

Use Group 26 consists of manufacturing and nonmanufacturing activities which are ordinarily conducted in such a way as to generate moderate adverse effects on certain other uses and thus to comply with a moderate level of performance standards.

12.01.26.1. Permitted Uses:

- Manufacturing or processing of the following products:
 - Automobiles, trucks or trailers, including parts; engine rebuilding.
 - Boats.
 - Carpets.
 - Ceramic products, including pottery, small glazed tile, or similar products.
 - Chemicals: compounding or packaging.
 - Cosmetics or toiletries.
 - Electrical appliances, including lighting fixtures, irons, fans, toasters, electric toys, or similar appliances.
 - Electrical equipment assembly, including home radio or television receivers, home-movie equipment, or similar products, but not including electrical machinery.

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- Electrical supplies, including wire or cable assembly, switches, lamps, insulation, dry cell batteries, or similar products.
- Food products, except slaughtering of meat, or manufacturing of vinegar, sauerkraut, or pickles, or similar products.
- Glass products, from previously manufactured glass.
- Hair, felt, or feather products, except washing, curing, or dyeing.
- Hosiery.
- Ink or inked ribbon.
- Jute, hemp, sisal, or oakum products.
- Leather products, including shoes, machine belting, or similar products.
- Luggage.
- Machines, business, including typewriter, accounting machines, calculators, card-counting equipment, or similar products.
- Machinery, miscellaneous, including washing machines, firearms, refrigerators, air conditioning, commercial motion picture equipment, or similar products.
- Machine tools, including metal lathes, metal presses, metal stamping machines, woodworking machines, and similar products.
- Mattresses, including rebuilding or renovating.
- Metal finishing, plating, grinding, sharpening, polishing, cleaning, rustproofing, heat treating, or similar processes.
- Motorcycles, including parts.
- Musical instruments, including pianos or organs.
- Paper products, including envelopes, stationery, bags, boxes, shipping containers, bulk goods, tubes, wallpaper, or similar products.
- Pecan shelling.
- Perfumes or perfumed soaps, compounding or packaging only.
- Pharmaceutical products.
- Plastic products, including tableware, phonograph records, buttons, or similar products.
- Poultry or rabbit packing or slaughtering.
- Silverware, plate or sterling.
- Soap or detergents, packaging only.
- Sporting or athletic equipment, including balls, baskets, cues, gloves, bats, racquets, rods, or similar products.
- Steel products: miscellaneous fabrication or assembly, including steel cabinets, doors, fencing, metal furniture, or similar products.
- Textiles: spinning, weaving, manufacturing, dyeing, or printing; canvas goods, knit goods, yarn, thread or cordage.
- Tools or hardware, including bolts, nuts, screws, doorknobs, drills, hand tools, cutlery, hinges, house hardware, locks, nonferrous metal castings, plumbing, appliances, or similar products.
- Toys.
- Upholstering, bulk, excluding shops dealing directly with consumers.
- Vehicles, children's, including bicycles, scooters, wagons, baby carriages, or similar vehicles.
- Venetian blinds, window shades, or awnings.
- Wax products.

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- Wood products, including furniture, boxes, crates, baskets, pencils, cooperage, or similar products.
- Nonmanufacturing activities:
 - Agricultural suppliers; feed, seed, livestock medication, not including farm machinery.
 - Building supplies and lumber yards: retail or wholesale.
 - Plumbing fixture supplies: retail or wholesale.

12.01.26.2. Off-street parking spaces required.

- In nonmanufacturing or processing facilities, one per 300 SF of floor area for office area, and one per 600 SF of floor area for warehouse and shop area.
- In manufacturing or processing facilities one per each 1½ employees.

(Ord. No. 1715, § V, 3-20-1984)

12.01.27. Group 27. Industrial Group D

Use Group 27 consists of manufacturing and nonmanufacturing activities which are ordinarily conducted in such a way as to generate substantial adverse effects on certain other uses and thus to comply with a low level of performance standards.

12.01.27.1. Permitted Uses:

- Manufacturing of the following products:
 - Asphalt or asphalt products.
 - Beverages, alcoholic, including beer or ale.
 - Brick, tile, or clay.
 - Cement, lime, or plaster of paris.
 - Charcoal or fuel briquettes.
 - Chemicals, including acids, acetylene, aniline dyes, ammonia, bleaching compounds, carbide, caustic soda, cellulose, chlorine, cleaning or polishing preparations, exterminating agents, hydrogen or oxygen, industrial alcohol, potash; plastic materials, synthetic resins, or rayon yarns, coal, coke or tar products, including manufacturing gas.
 - Cotton ginning or processing.
 - Distillation of bones or wood.
 - Excelsior or packing materials.
 - Fat rendering.
 - Fertilizers.
 - Food products, without limitations as to type.
 - Foundries, ferrous or nonferrous.
 - Gas or gas products.
 - Gelatin, glue, or size.
 - Glass or large glass products, including structural or plate glass or similar products.
 - Grain milling or processing.
 - Graphite or graphite products.
 - Gypsum.
 - Hair, felt, or feathers, bulk processing, washing, curing, or dyeing.
 - Film, photographic.

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- Incineration or reduction of garbage, offal.
- Insecticides, fungicides, disinfectants, or related industrial or household chemical products.
- Leather or fur tanning, curing, finishing, or dyeing.
- Linoleum or oil cloth.
- Machinery, heavy.
- Metal or metal ores, reduction, refining, smelting, or alloying.
- Metal alloys or foil, miscellaneous, including solder, pewter, brass, bronze, or tin, lead, or gold foil, or similar products.
- Metal or metal products: treatment or processing, including enameling, japanning, lacquering, galvanizing, or similar processes.
- Metal casting or foundry products, heavy, including ornamental iron works or similar products.
- Monument works, with no limitation on processing.
- Oil well drilling.
- Paint, enamel, lacquer, turpentine or varnish.
- Petroleum or petroleum products, refining, including gasoline or other petroleum products with a closed cup flashpoint of less than 105 degrees Fahrenheit.
- Plastic, raw.
- Porcelain products, including bathroom or kitchen equipment or similar products.
- Railroad equipment, including railroad cars and locomotives.
- Rubber, natural or synthetic, including tires, tubes, or similar products.
- Soaps or detergents.
- Steel structural products, including bars, girders, rails, wire rope, or similar products.
- Solvent extracting.
- Slaughtering or packing.
- Stone processing or stone products, including abrasives, asbestos, stone screening, stone cutting, stone works, sand or lime products, or similar products or processes.
- Sugar refining.
- Tar or tar products.
- Textile bleaching.
- Vinegar, pickles, or similar products.
- Wood or lumber processing, including sawmills or planing mills, excelsior, plywood or veneer, wood preserving treatment, or similar products or processes.
- Wool scouring or pulling.
- Nonmanufacturing activities:
 - Junkyard
 - Slaughterhouse, animal auction

12.01.27.2. Off-street parking spaces required.

- In nonmanufacturing or processing facilities, one per 300 SF of floor area for office area, and one per 600 SF of floor area for warehouse and shop area.
- In manufacturing or processing facilities one per each 1½ employees.

(Ord. No. 1122, § 2, 5-27-1975; Ord. No. 1715, § V, 3-20-1984)

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12.01.28. Group 28. Outdoor Advertising

12.01.28.1. Permitted Uses:

- Outdoor advertising signs.
- Off-street parking spaces required: None.

12.01.29. Group 29. Shipping Containers and Shipping Container Storage Yards

12.01.29.1. Permitted Uses:

- Shipping container storage yard.

(Ord. No. 1639, § II(2), 2-15-1983)

12.01.30. Group 30. Manufactured Homes and Trailers

12.01.30.1. Permitted Uses:

- Sales, repair and rental of manufactured homes and trailers (*including camping trailers*).

(Ord. No. 1830, § 13, 11-19-1985)

12.01.31. Group 31. Tank Truck Facilities

12.01.31.2. Permitted Uses:

- Dispatching, handling, maintenance, repair, storing or parking of tank trucks which are used to haul or transport any flammable or hazardous products.

(Ord. No. 1883, § VII, 12-16-1986)

12.01.32. Group 32. Highway Services

12.01.32.1. Specific Use Permit (SUP) Required:

(Ord. No. 2737, §§ 2, 3, 1-2-2001)

12.01.33. Group 33. General Commercial Zoning District

12.01.33.1. Permitted Uses:

- Light fabrication shop making small precision parts only inside enclosed structure, using no overlay or fabrication welding, using no overhead cranes and creating minimum noise.

(Ord. No. 2758, § I, 6-5-2001; Ord. No. 2761, § I, 6-19-2001)

12.01.34. Group 34. Industrial Parks District and General Industrial District

12.01.34.1. Principal Uses:

Lay down yards/outdoor storage:

- Allowed only in the M1.

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- Any area that can be viewed from a public ROW shall be enclosed by a solid eight-foot fence. If the area abuts another zoned district other than an industrial district, that area will need to be enclosed by a solid eight (8) foot fence.
- The area needs to be surfaced with some hard surface to control dust at all times.
- The area cannot encroach on the front building line. The lay down yards/outdoor storage, which abut other industrial zoned districts, do not have to conform to the side or back setback line.
- Equipment or material stored on-site shall be free from any hazardous and combustible materials.

12.01.34.2. Permitted uses:

Shipping containers:

1. Shipping containers are allowed in the M1 industrial park district and M2 general industrial district for shipping purposes only and must conform to the following requirements:
 - i. No shipping container may be used for storage purposes;
 - ii. Shipping containers may not be stacked and must be placed on a concrete or asphalt surface;
 - iii. The shipping containers must be completely enclosed by a solid fence that is a minimum of six (6) inches above the shipping containers and a maximum height of eight feet from the ground;
 - iv. The use of the shipping containers must be in connection with the business at the location but not the primary business;
 - v. The use of shipping containers in the M1 industrial park district and M2 general industrial district must have a specific use permit before any containers are placed at the location.

12.01.35. Group 35. Industrial Zoning District

12.01.35.1. Specific Use Permit (SUP) Required:

- Bulk Warehouses

12.01.35.2. Parking requirements:

- Parking requirements shall be one space per 300 SF of office and one space per 2,500 SF of warehouse.

(Ord. No. 2827, § I, 7-16-2002; Ord. No. 2876, § I(2)–(8), 2-4-2003; Ord. No. 2908, § I(2)–(4), 8-5-2003)

12.01.36. Group 36. Industrial Equipment Rental (*Industrial Zoning District*)

- All equipment, machinery, containers, etc., that can be viewed from a public ROW, shall be enclosed by a solid eight (8) foot fence. If the equipment, machinery, containers, etc. abuts another zoned district other than an industrial district, that area will need to be enclosed by a solid eight-foot fence.
- All equipment, machinery, containers, etc., need to be on a hard surface to control dust at all times and containers may not be stacked.

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- All equipment, machinery, containers, etc., stored on site shall be free from any hazardous and combustible materials.

(Ord. No. 2930, § 1(2)—(4), 11-18-2003)

12.01.37. Group 37. Light Industrial District

12.01.37.1. Permitted uses.

- Recreational vehicle parks.

(Ord. No. 3138, §§ 2, 3, 3-6-2007)

SECTION 13 – PERFORMANCE STANDARDS

Section 13. Performance Standards

13.01 Landscape Requirements.

13.01.1. Purpose.

This concerns providing landscape space, trees, vegetation and other materials for the purposes of the following.

1. Site Design.
Complementing the design and location of buildings, streets, and circulation systems and integrating and enhancing the overall site design.
2. Buffering.
Minimizing the impacts of light, noise, movement or activities from adjacent properties.
3. Conservation.
Protecting and conserving water resources and assisting in the management of storm water.
4. Environmental.
Improving air quality, moderating ambient temperatures and lowering energy consumption.
5. Soil Protection.
Protecting and conserving soils from erosion by wind or water or from excavation or grading and the promotion of healthy soil biology.

13.01.2. Scope.

1. Applicability.
Section 13.01 Landscape Requirements shall apply to the following.
 - a. All new developments and all existing developments that are expanding or redeveloping 30 percent or more land area or building area.
 - b. New Single Family (SF), Two Family (2F) and Townhome (TH) lots shall comply with 13.01.10 Landscaping Requirements for Single Family, Two Family, and Townhome Lots.
 - c. HOAs and Covenants, Codes and Restrictions (CCRs) for residential developments shall not overrule the requirements of this Section 13.01 by penalizing or restricting water conserving landscapes, or requiring landscape materials that do not comply with this Section 13.01.
 - d. All open space and landscape areas required by other regulations in the Zoning Ordinance and the Subdivision Ordinance shall comply with the standards of this Section 13.01.
2. General Standards.
The preparation of the Landscape and Irrigation plans shall be in accordance with the following standards.

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- a. Best management practices for tree pruning, ANSI A300, shall apply to this Section 13.01.
- b. Nursery standards shall be the American Standard for Nursery Stock, ANSI Z60.1-2004.
- c. Best management practices for stormwater management as approved by the Director of Engineering Services.

3. Landscape Plan.

- a. A Landscape Plan is required for all applicable developments, as described above.
- b. The Building Official shall establish and maintain a list of the required documents and elements for a Landscape Plan.
- c. A Landscape Plan shall be prepared by a Landscape Architect and submitted for review.
- d. Irrigation drawings shall be prepared by a licensed Irrigator.

4. Equivalent or Superior Landscape Requirements.

- a. The Planning & Zoning Commission may approve modified landscape requirements that are equivalent to, or exceed, the requirements set forth in within this section in conjunction with the submittal Site Plan only if the following is met.
 - i. The following standards are met:
 - 1) The proposed landscape requirements represent a superior result than that which could be achieved by strictly following the requirements of this section; and
 - 2) The proposed landscape design complies with the stated purpose of this section; and
 - 3) Landscape elements and yard area requirements are provided elsewhere on the site.
 - ii. The proposed landscape design either:
 - 1) Incorporates the retention of significant trees and naturally occurring undergrowth; or
 - 2) Better accommodates or improves the existing physical conditions of the subject property.

5. Landscape Inspections.

- a. The approved landscape design shall be inspected and approved by the City before a Certificate of Occupancy can be issued.
- b. The landscape construction may be delayed up to six (6) months under special circumstances when the amount of the landscape improvement costs is escrowed with the City or a performance bond is initiated between the City and the property owner.

6. Maintenance and Enforcement.

- a. The owner of the property shall maintain the landscape pursuant to the design intent and best management practices for landscape.
- b. The owner of a property that does not comply with these requirements shall be notified and given 30 calendar days to comply.
- c. If, after 30 calendar days, the landscape still does not comply with the approved Landscape Plan, the City may issue citations for the violation pursuant to code enforcement provisions.

SECTION 13 – PERFORMANCE STANDARDS

13.01.3. Examples of Appropriate Landscaping.

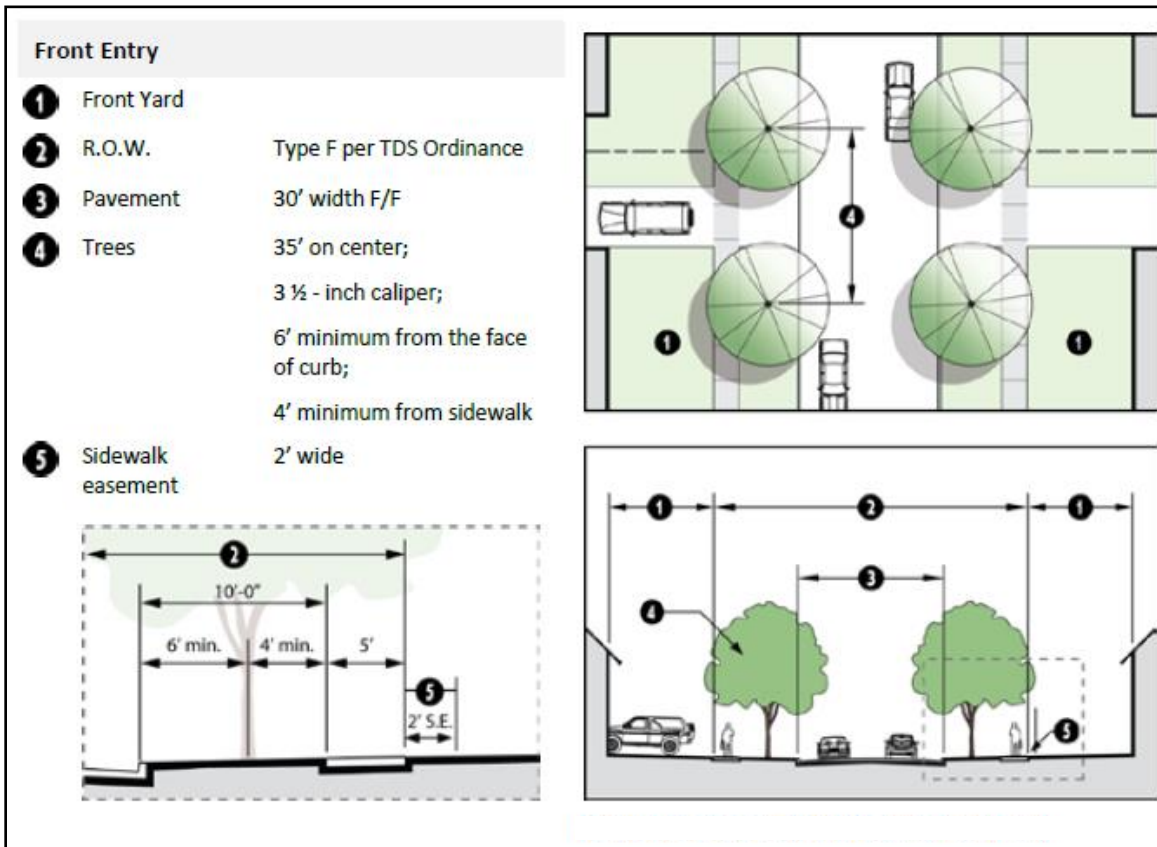
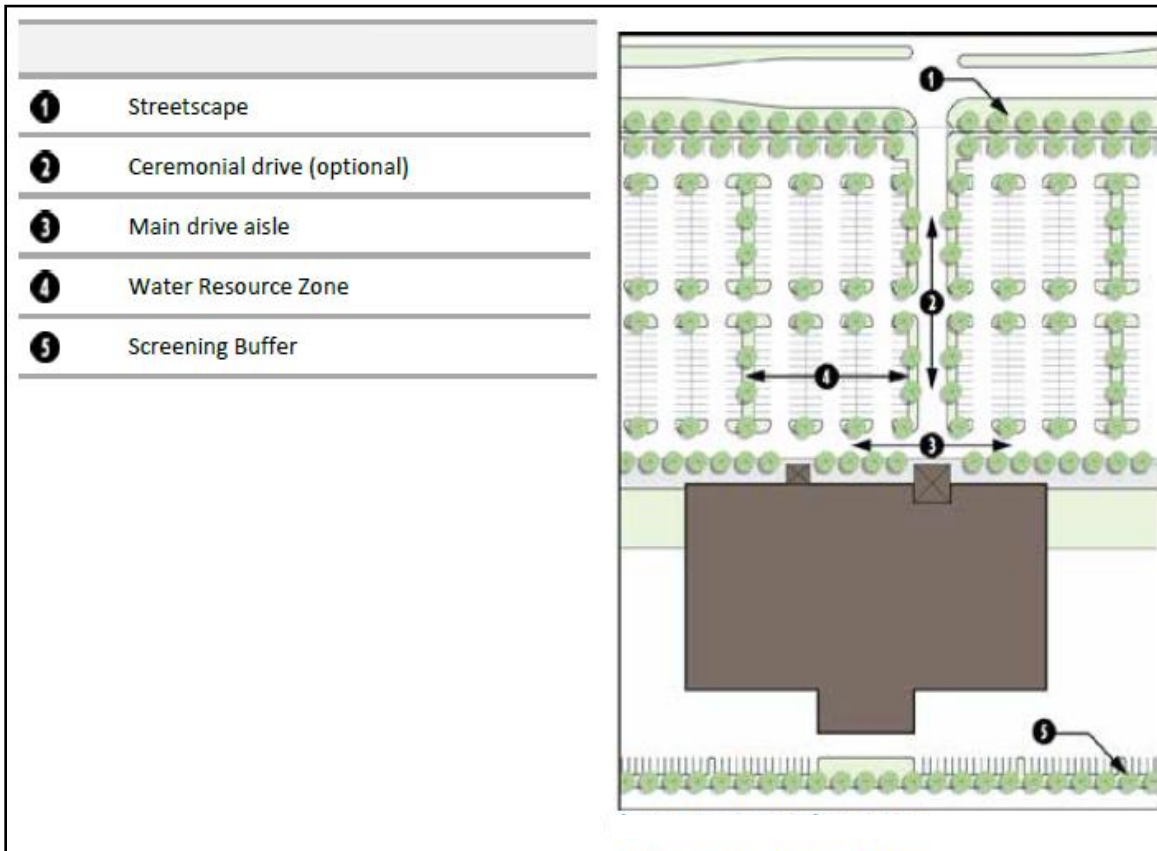
Office / Non-Retail Center Façade	
1 Façade	South and West Façades with glazing
2 Landscape area	15' minimum adjacent to structure
3 Trees, façade	30' on center or as appropriate for species
4 Sidewalk	6' minimum width
5 Main drive aisle	24' minimum
6 Parking island	9' minimum width; Terminus of parking rows along the main drive aisle; Equal to 2 parking spaces
7 Parking lot	
8 Trees, parking	Center in landscape island

Landscape Edge	
1 Landscape buffer	12' minimum width ¹ ; 5 percent of the parking surface area, including drive aisles, for nonresidential; 7 percent of the parking surface area, including drive aisles, for multifamily;
2 Stormwater BMP	Engineered bioswale or bioretention
3 Trees	One tree per 500 square feet of landscape area
4 Parking lot	Grade parking lot to drain towards landscape area Design with wheel stops or curb cuts to allow drainage into landscape buffer

¹ May be wider based on stormwater runoff and exclusive of detention basis.

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SECTION 13 – PERFORMANCE STANDARDS



SECTION 13 – PERFORMANCE STANDARDS

13.02 Screening Standards

13.02.1. Purpose

Standards set forth in this subsection establish the screening options required for the various land uses and zoning districts.

13.02.2. Standards

1. Applicability.

Regulations are prescribed for the location and type of various screening devices to be used when required in the various zoning districts or in this section in accordance with the following standards.

- a. The property owner of a tract of land in a nonresidential zoning district shall be the responsible party for:
 - i. The wall or fence construction on the property line where a tract is adjacent to a district or use required to be screened; and
 - ii. Paving the area between the wall and/or fence and the alley according to Engineering Services' standards.
- b. The property owner of a tract of land within a multifamily zoning district shall be the responsible party for when adjacent to a single family zoning district.
- c. Screened from View and Screening Elements
All areas covered by this section shall be screened from all streets and adjacent property lines of residentially zoned parcels, or areas shown as single family or multifamily residential uses on the Future Land Use Map.

2. Screening Wall Materials.

A screening wall or fence required under the provisions of this section, under a SUP, a PUD, or other requirement shall be constructed of clay-fired brick or stone masonry units.

- a. All wall or fence openings within a required screening element shall be equipped with gates equal in height and screening characteristics to the wall or fence.
- b. Split-face concrete masonry units, or pre-cast panels used in lieu of walls constructed of clay fired brick or stone materials shall be constructed only with approval by the Director.

3. Screening Wall Finishing on Both Sides.

- a. All required masonry screening walls shall be equally finished on both sides of the wall.
- b. The style, color, and material of the wall must be consistent within the development.

4. Screening Installation and Maintenance.

- a. All required walls, fencing, and other screening materials must be installed and completed prior to final acceptance of the project.
- b. The property owner shall maintain all screening fences, walls, and landscaping.
- c. Set in place wall panel construction methods are prohibited in conjunction with multifamily developments proposed after April 5, 2011.
- d. Repairs to existing walls will be permitted with the addition of galvanized metal supports being added to the area being repaired.
- e. Thin walls are permitted in conjunction with multifamily development, and shall be constructed over a concrete footing (*grade beam*) or a galvanized steel angle iron with four (4) inch by 12 inch concrete mow strip beneath.

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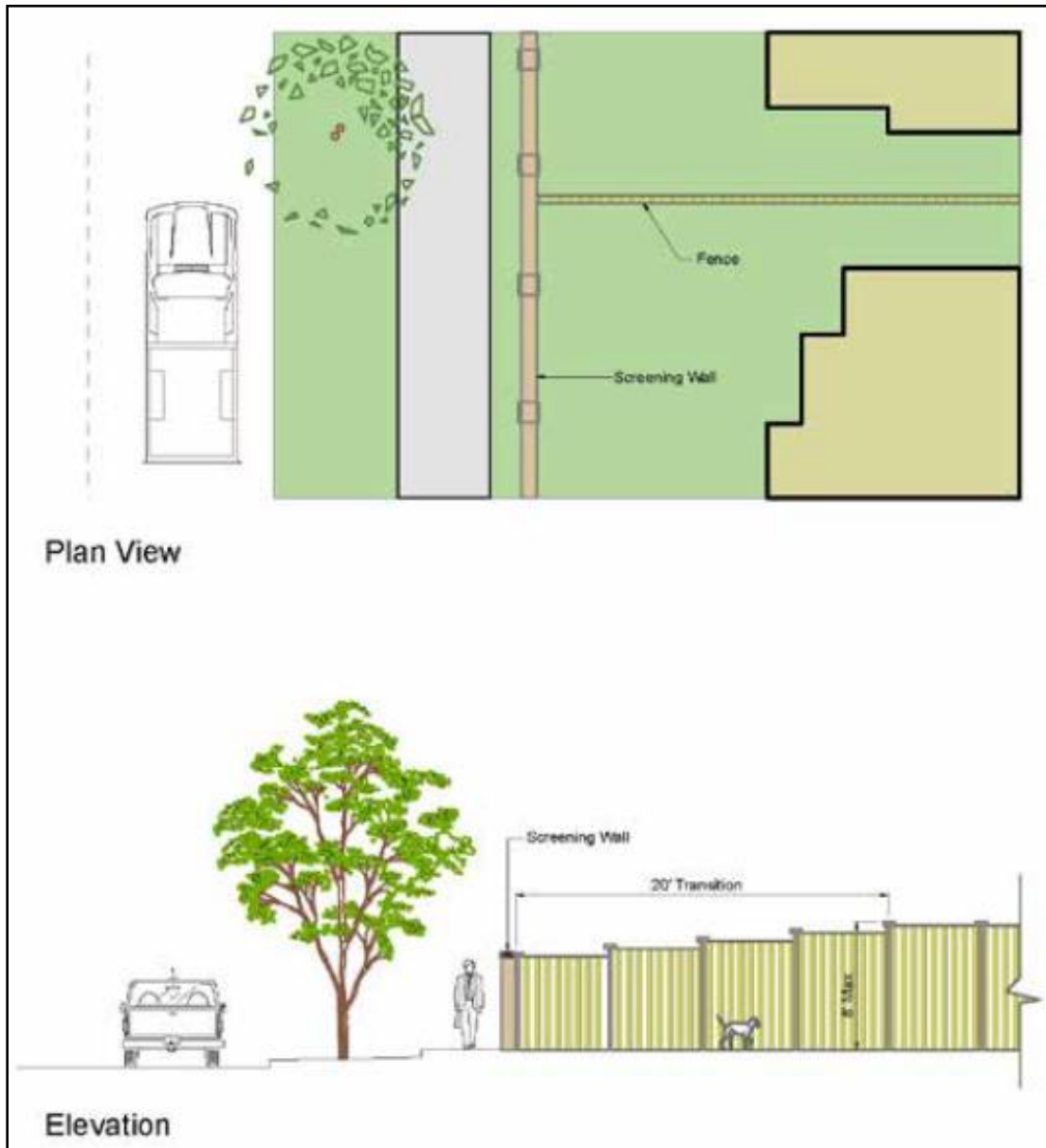
5. Landscape Screening and Sight Visibility Triangle.

Refer to the Thoroughfare Design Standards Ordinance for restrictions and limitations of improvements and landscaping in visibility easements.

6. Screening Standards.

In any residential district, or along the common boundary between any residential and nonresidential district where a wall, fence, or screening separation is erected, the following standards for height, location, and design shall be observed.

- a. Any fence or wall located to the rear of the minimum required front yard line shall not exceed eight (8) feet in height above the grade of the adjacent property.
 - i. As shown below where a fence intersects a screening wall and the height of the fence exceeds the height of the screening wall, the height of the fence shall transition to the height of the screening wall over a distance of 20 feet.



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13.02.3. Additional Examples of Screening/Buffer Areas

Screening Wall with View Fence	
1 Adjacent property ¹	Single Family; Multifamily
2 Buffer width	15' minimum width; 10' for OTC adjacent to OTR
3 Pavement	Parking or other impervious surface; May drain to Water Resource Zone in buffer
4 Trees	One row, evergreen ² selected from Living Screen list
5 Wall	6' minimum to 8' maximum height; 30% masonry; 70% open ornamental fence material (see B2); Masonry is not required within the OTC

Elevation detail:

A Landscape area

B View fence

C Solid masonry / pilaster wall

Living Screen ¹	
1 Adjacent property ²	Single Family; Multifamily
2 Landscape buffer	15' minimum width, or as determined by landscaping
3 Pavement	Parking or other impervious surface; May drain to Water Resource Zone in buffer
4 Trees	Two rows, evergreen ³ (selected from Living Screen list); 6' in height at planting and create a solid screen (see B2); 14' when screening a loading dock
5 Private fence	Homeowner fence

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13.03 Screening for Outside Storage.

13.03.1. Outside Storage and Display Requirements.

1. Elements within Outside Storage and Display Areas.

- a. Outside storage and display areas shall only contain equipment, vehicles, commodities, materials, goods, or merchandise that is sold, rented, or distributed within the inside of a building of a primary use, unless it is demonstrated to the Director that such products or materials could not be located indoors.
- b. Outside Storage and Display, Sales, or Operations.
 - i. No outside storage and display, sales, or operations shall be permitted unless such activity is visually screened from all streets and adjacent property lines of residentially zoned parcels or areas shown as single family residential or multifamily use on the Future Land Use Map.
 - ii. These regulations do not apply to temporary outside merchandise display, such as a sidewalk sale, where an outside area is used for merchandise display for less than 90 calendar days in one calendar year. If an area is used for more than 90 calendar days in one calendar year, then it shall comply with this section.

2. Prohibited Areas.

- a. Outside storage and display areas shall not be located within any required front/side yards.
- b. Outside storage and display areas shall not be located within any drainage or other type of easement.
- c. Outside storage and display areas shall not be located within any required parking area, parking spaces, loading areas, fire lanes, vehicular moving aisles or customer pick up lanes.

3. Visual Obstruction and Interference.

Outside storage and display areas shall not obstruct visibility or interfere with pedestrian or vehicular circulation and shall be subject to the following requirements:

- a. A minimum six (6) foot wide pedestrian path shall be maintained between outside storage and display areas and vehicular maneuvering aisles; and
- b. A minimum six (6) foot wide pedestrian path shall be maintained between any entry or exit doors from the primary use building to the vehicular maneuvering aisles or parking areas.

4. Size Limitation.

- a. Outside storage and display areas shall not occupy an area exceeding twenty five (25) percent of the gross floor area of the primary use building, or ten (10) percent of the lot area, whichever is most restrictive.
- b. Exception to the Size Limitation of Outside Storage and Display Areas
If the outside storage and display area exceeds these requirements, it must be presented on the Site Plan and requires Planning & Zoning Commission approval.

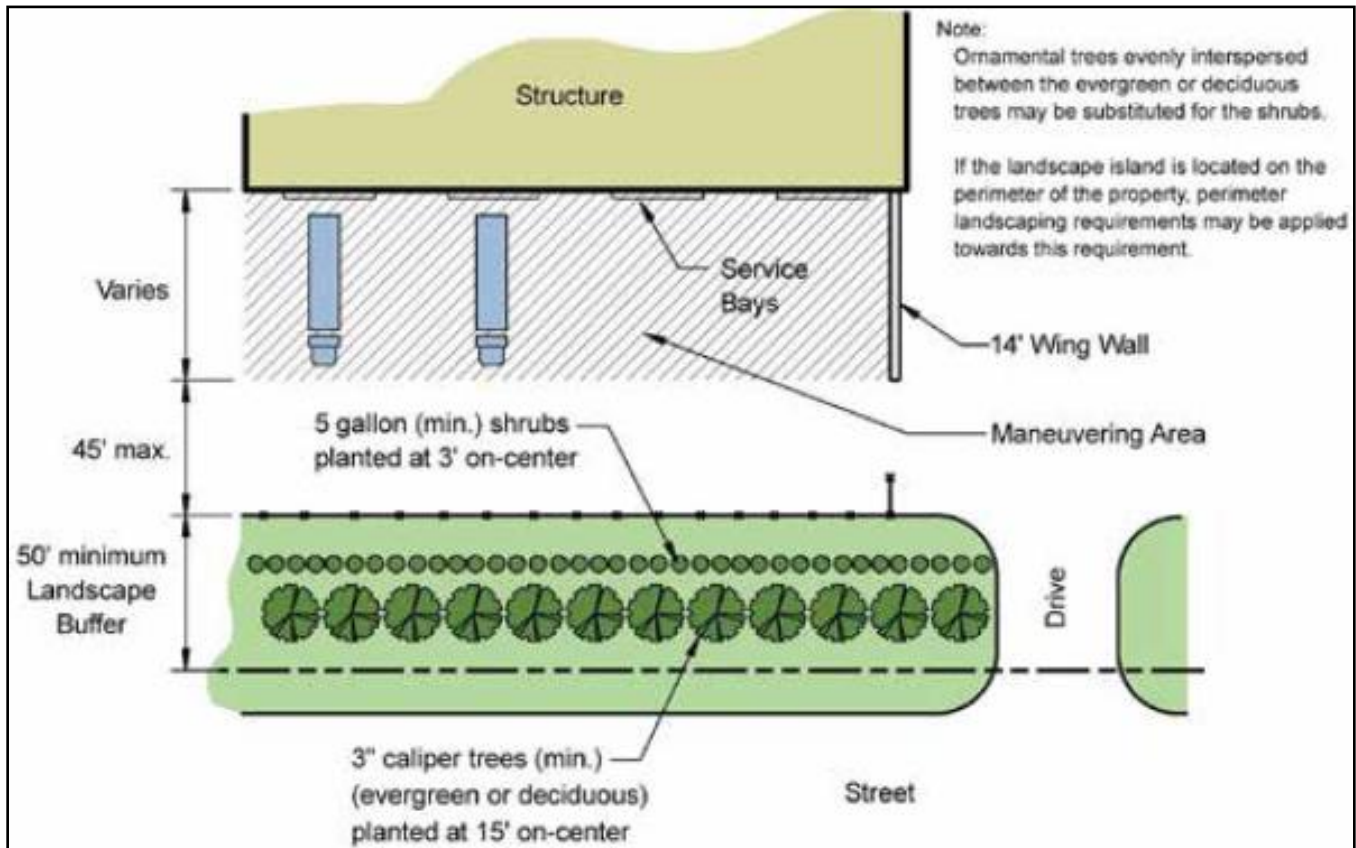
5. Exemptions.

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Outside storage and display areas shall not apply to new and used sales or lease of automobile, motorcycle, recreational vehicles, or watercraft and similar facilities requiring outside display.

6. Temporary Uses.

Seasonal and temporary storage areas shall provide for electrical plug-ins if storage containers require electrical service.



13.04 Screening Requirements for Residential and Nonresidential Properties

13.04.1. Screening Required Between Nonresidential and Residential

1. A solid screening wall separating a nonresidential zoning district from a residential zoning district shall be up to required pursuant to this section, except when deemed physically impractical by the Director of Public Works or other designee.
2. A required screening wall shall be at least six (6) feet six (6) inches in height, unless specifically permitted or required by this section or unless approved by a PUD or SUP.

13.04.2. When the Nonresidential Use is Responsible for Constructing the Screening Wall

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1. When nonresidential construction abuts the boundary of any property in a residential zoning classification, the Developer of the nonresidential use shall erect the screening wall along the common property line.
2. The design and construction material of the screening wall shall be as specified in this section.

13.04.3. When a Residential Use is Responsible for Constructing the Screening Wall

1. When residential construction abuts the boundary of any property in a nonresidential zoning classification, the **Developer** of the residential use shall erect the screening wall along the common boundary before the issuance of a Certificate of Occupancy and Compliance.
2. The design and construction material of the screening wall shall be as specified in this section.

13.04.4. Screening Walls for Loading Docks

1. Nonresidential uses with loading docks or delivery entrances that front a Collector Street or Arterial Street shall be screened by a minimum 10 foot tall masonry screening wall to obscure views of loading docks and loading spaces.
2. Loading docks and delivery entrances within the Light Industrial (LI) District and Heavy Industrial (HI) District are exempt.
3. The following standards apply if service or loading dock areas are adjacent to residential uses.
 - a. Service/loading areas shall be screened from view at a height of 10 feet at the residential property line.
 - b. This 10 foot wall must screen the entire loading dock or space.
 - c. Screening materials shall utilize similar masonry materials to the building's façades.
 - d. Service/loading areas shall be located at the side or rear of buildings.

13.04.5. Screening Wall Materials

1. Any screening wall required by this section shall be constructed of the following materials:
 - a. Brick, stone, or split-face concrete masonry unit; or
 - b. Pre-cast concrete wall or poured-in-place concrete wall with a similar wall with a similar appearance as brick, stone or split-face concrete masonry unit.
2. All construction materials shall be earth-tone or traditional masonry colors including white.
 - a. Where a masonry screening wall is constructed of split-face concrete masonry units or pre-cast concrete or poured-in-place concrete with a similar appearance as brick, the decorative or split-face side of the wall shall face the adjacent residential properties or street.

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- b. An unfinished Haydite block wall or a wall with non-traditional masonry colors shall be prohibited.
- c. Smooth-faced concrete masonry units shall not be permitted as a construction material for a screening fence.

13.04.6. Screening Wall Design

- 1. All masonry walls shall be constructed with the same masonry materials as the main building.
- 2. The screening wall shall be designed and constructed to prevent any drainage or erosion problems.
- 3. A minimum five (5) foot wide screening fence maintenance easement shall be provided on all lots abutting the required screening along the full length of the required screening fence, unless separated by an alley. If platting, such easement shall be shown on the Preliminary Plat and Final Plat.

13.04.7. Mechanical Equipment Screening Requirements for Nonresidential Properties

13.04.7.1. General

- a. In all nonresidential development, all mechanical equipment, whether ground-mounted, roof-mounted or otherwise attached to the building, shall be screened from view.
- b. Mechanical equipment areas shall be constructed, located, and screened to prevent interference with the peace, comfort, and repose of the occupants of any adjoining building or residence.
- c. The location, construction, and screening of all mechanical equipment shall be shown on the site plan or design drawings.

13.04.7.2. Ground-Mounted Mechanical Equipment

- a. Ground-mounted mechanical equipment, with the exception of an electricity delivery provider's distribution equipment, shall be placed behind a screening wall or living screen equal or greater than one (1) foot above the height of the unit.
- b. The screening wall shall be constructed of masonry materials.

13.04.7.3. Roof-Mounted Mechanical Equipment

- a. Roof-mounted mechanical equipment shall be screened from view with a parapet wall, mansard roof or alternative architectural element.
- b. The height of the screening element shall be equal to or greater than the height of the mechanical unit(s) provided that the element shall not extend more than six (6) feet above the roof.
- c. When the height of a mechanical unit exceeds the maximum permitted height of the screening feature, an additional roof setback for the unit shall be required at a ratio of two (2) horizontal feet for each additional one (1) foot of vertical height above the maximum six (6) feet.

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- d. Screening for mechanical equipment shall apply to new building construction only.

13.04.8. Screening of Outdoor Waste Storage for Nonresidential, Single-Family Attached, and Multiple-Family Residential Properties

13.04.8.1. General

- a. Waste storage areas housing (*refuse containers, dumpsters, or similar facilities*) shall be constructed, located, and screened to prevent interference with the peace, comfort, and repose of the occupants of any associated or neighboring building or residence.
- b. The location, construction, and screening of all waste storage areas shall be shown on the site plan or design drawings.

13.04.8.2. Screening Required

Refuse containers, trash dumpsters/containers, trash compactors, box compactors, and other similar containers shall be screened on three sides with a masonry screening wall that shall be constructed to a minimum height of one (1) foot above the container height, but shall not exceed eight (8) feet in height.

- a. The container shall be screened by the masonry wall capable of screening the area.
- b. The screening wall shall be similar to or extensions of the development's architectural design.

13.04.8.3. Incidental Use Requirement and Location Standards

Refuse containers, trash dumpsters/containers, trash compactors, box compactors, and other similar containers that are used for waste disposal purposes shall:

- a. Only be allowed as an incidental use, and
- b. Only be allowed when located behind the building line established by the structure and not within any required landscaped area.

13.05 Off-Street Parking and Loading Requirements

13.05.1. Applicability

1. No building or structure or part thereof shall be erected, altered, or converted for any permitted use unless vehicle parking is provided according to the following standards, unless subject to an exception.
2. Vehicle parking shall be provided on the lot or tract, on an immediately contiguous lot or tract, or within 300 feet of such building or structure.
3. An established use lawfully existing at the effective date of this Zoning Ordinance need not provide vehicle parking that meets this Ordinance. No existing vehicle parking in connection with a legal use, at the effective date of this Zoning Ordinance, may be reduced below the minimum number of spaces as hereinafter required.

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13.05.2. General Requirements

1. Parking Areas and Driveways. Unless otherwise noted, parking areas and driveways shall be curbed, paved with cement concrete and maintained to City specifications.
2. Parking Space Dimension (Standard). In all zoning districts, all parking spaces shall not be less than 9 feet by 20 feet.

13.05.3. Parking Space Schedule: Single-Family and Duplex Uses

1. The minimum off street parking spaces for single-family and duplex uses shall be two (2) spaces for each dwelling unit, in addition to any garage parking spaces.
2. No off-street parking shall be allowed in any front yard area, except on a paved driveway.
3. No parking area or vehicle storage space shall be used for the storage or parking of any vehicle with more than two axles.
4. No inoperable vehicle may be parked on the street or driveway.

13.05.4. Parking Space Schedule: Multi-Family Uses

1. Off-street parking shall be provided behind the front building line in the side or rear yard of the lot or tract of land upon which a multi-family building is constructed.
2. Off-street parking shall be provided to meet the requirements of the residents and their guests in each multi-family project according to the following standards:
 - Two (2) spaces for each studio unit,
 - Two (2) spaces for each one-bedroom unit,
 - Two and one-half (2-½) spaces for each unit with (2) bedrooms,
 - Two and one-half (2-½) spaces for each unit with three (3) or more bedrooms, plus one additional space for each four (4) units in development.
3. No parking area or vehicle storage shall be used for the storage or parking of any vehicle with more than two axles.
4. No inoperable vehicle may be parked on the street or driveways.

13.05.5. Parking Space Schedule: Nonresidential Uses Applicable to All Districts

13.05.6. Off-Street Parking and Regulations

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1. In computing the parking requirements for any building or development, the total parking requirements shall be the sum of the specific parking space requirements for each class of use included in the building or development.
2. Floor Area of a structure devoted to off-street parking of vehicles shall be excluded in computing the off-street parking requirements of any use.

13.05.7. Parking Requirements for New or Unlisted Use

Where questions arise concerning the minimum off-street parking requirements for any use not specifically listed, the requirements may be determined by the Director of Public Works or other designee as those of a similar use.

13.05.8. Circulation and Parking Requirements for all Nonresidential Developments

1. Applicability. The regulations provided in this section shall apply to all nonresidential development.
2. Parking Aisles. Parking aisles shall generally be designed perpendicular to the front of the primary building in the development.
3. Wheel Stops and/or Bollards. If curbs are not provided, then parking spaces that face and are adjacent to a building or required landscaped area shall utilize wheel stops and/or bollards within 12 inches from the end of the space.

13.05.9. Handicap Parking Space(s)

Handicap parking space(s) shall be provided according Americans Disability Act (ADA) Standards for Accessible Design, as may be amended. Current requirements are as follows:

13.05.10. Parking Space Design Details

Each standard off-street surface parking space size shall be in accordance with the design standards as shown on the following illustrations for space size and design.

13.05.11. Off-Street Loading Space: All Districts

All nonresidential uses having 50,000 SF or more of gross floor area shall provide adequate off-street facilities for loading and unloading of merchandise and goods within or adjacent to the building, in such a manner as not to obstruct freedom of traffic movement of the public streets, alleys, or sidewalks.

1. All drives and approaches shall provide adequate space and clearances to allow for the maneuvering of trucks off-street.
2. Each site shall provide a designated maneuvering area for trucks.
3. No maneuvering shall take place in the ROW, all maneuvering shall be on-site.

13.05.12. Vehicle Stacking Requirements

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1. Double Stacking Space Required after the Final Window, Food Pick-Up Window, or Stopping Point
 - a. A double stacking space shall be provided after the final window, order board, or stopping point to allow vehicles to pull clear of the transaction area prior to entering an intersecting on-site driveway or maneuvering aisle.
2. Visibility Triangle Requirement for Drive-Through Lanes
3. Buildings and other structures shall have a 10 foot visibility triangle at the end point of drive-through lane to provide adequate visibility to allow vehicles to safely exit the drive-through lane prior to merging into intersecting driveways or maneuvering aisles.

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Section 14. Conditional Use Standards

14.01 General

Sections 11.02 through 11.37 describe the special conditions under which certain uses are permitted in certain districts. In addition to these conditions, the general provisions set forth in Section 14 shall apply to every permitted use, unless otherwise exempted elsewhere in this ordinance. Failure to maintain compliance with the conditions set forth herein shall constitute a violation of this ordinance.

It is recognized that new types of land use will develop and forms of land use not presently anticipated may seek to locate in the City. If the Director is unable to classify the use under one of the existing listed uses, then the Director shall initiate a zoning text amendment pursuant to procedures set forth in this ordinance.

14.02 Heliport or helistop.



Heliport or helistop shall be located no nearer than 600 feet to any other property in a residential district; shall provide runways or other landing spaces only so located and oriented that aircraft landing and taking off do not normally pass directly over a residential district below 200 feet elevation above grade. Proponents shall also be responsible to show that adequate measures will be taken to prevent offensive dust, noise, vibrations, and bright lights; and that the field in question meets the standards of the Federal Aviation Administration (FAA) for the particular class of field proposed to be developed.

14.03 Car Washing Establishments.

Car washing establishments shall provide paved parking space on the lot for not less than 10 automobiles per washing lane, and all parts of the operation shall be visibly screened on all property lines abutting property in a residential district, and any entrance thereto or exit therefrom shall be by way of a paved public street.



14.04 Carnival, Circus, Tent Revivals or Similar Temporary Open-air Enterprises.

Carnival, circus, tent revival or similar temporary open-air enterprises shall be permitted in any zoning district upon obtaining a temporary occupancy permit from the City Council after it has ascertained that



such carnival, circus, tent revival or similar temporary open-air enterprise shall have access drives so located as to minimize traffic hazards. The proponents shall show to the satisfaction of the City Council that adequate measures will be taken to prevent odor, dust, noise, lights and traffic from becoming a nuisance to uses on other properties. Each temporary occupancy permit for such enterprise shall be valid for a period of not more than seven days and shall not be granted for more than three such periods for the same location within any 90-day period.

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(Ord. No. 1198, § 5, 7-6-1976)

14.05 Cemetery/Mortuary/Funeral Home.

Permitted by Specific Use Permit and subject to the following development standards:

- The site shall front or side to a minor or major thoroughfare;
- Parking and drive aisles shall be screened from adjacent residential uses by a screening wall, minimum of six (6) feet in height, or by a combination of open fencing and living screening materials;
- The number and location of driveways shall be determined by Engineering Services;
- The application shall contain information indicating how the traffic generated by the use will not negatively impact the residential neighborhood;
- Additional screening, landscape buffers and other development criteria may be required by the Planning & Zoning Commission and City Council to address potential impacts of the use on adjacent properties;
- The maximum height shall be one story, 30 feet;
- All buildings shall be designed to have an appearance of a single family dwelling including the pitch and composition of the roof; and
- Unless otherwise noted, all other requirements of the applicable Single Family District shall apply.

14.06 Child Care.

Child care uses, including day nursery, day care center, or nursery, shall be subject to the following conditions:

1. In SF1, SF2, SF3, PH, TH, and OP Districts such uses shall be operated only as an accessory to a church, or privately as a home occupation when care is limited to six (6) children or less.
2. In all districts where permitted the following requirements shall be provided:
 - a. The site shall contain a minimum area of 250 SF per child; and
 - b. There shall be provided a minimum outdoor play space of 80 SF per child, per group occupying the space at one time, and such space shall be fenced on all sides from any adjacent property in a residential district by a solid fence or wall at least four feet in height.
3. Notwithstanding anything to the contrary herein, a public independent school district is not required to obtain a SUP for the operation of a day-care in a public school.

14.07 Churches and Other Place of Worship.

Churches and other place of worship, including Sunday School facilities, shall have any principal entrance or entrances on a primary or secondary thoroughfare or on a minor street within 300 feet of a primary or secondary thoroughfare, and shall meet the bulk and area regulations set forth in the district in which located, except for the following provisions:

District	Minimum Interior Side Yard and Rear Yard
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SF-1, SF-2	50 feet
MF-1, MF-2	15 feet

14.08 Construction Facilities, Accessory.

1. Construction facilities, accessory, including temporary batching plant for asphaltic or Portland cement concrete, or temporary building, or yard for construction materials, and equipment shall be permitted in any zoning district upon obtaining a temporary occupancy permit from the City Council after it is ascertained that such batching plant, yard, or building is both incidental to and necessary for construction within two miles of the plant, yard, or building. Each temporary occupancy permit for such plant, yard or building shall specify the location of the proposed facility and the area to be served thereby. Each such temporary occupancy permit shall be granted for a period of not more than 180 days, and such permits shall not be granted for the same location for more than four such periods during any 30-month period. The applicant shall show to the satisfaction of the Building Official that adequate measures will be taken to prevent odor, dust, noise, lights, drainage, and traffic from becoming an annoyance to uses on other properties. Ingress to and egress from such facilities shall be only from major thoroughfares, provided, however, that the board of adjustment may approve a location on a minor thoroughfare if the board finds that such location would give rise to less traffic on residential streets than would a feasible location on a major thoroughfare.
2. Use of temporary office buildings may be permitted within an industrial zoned district subject to the following conditions:
 - a. Within six months of the placement of any temporary office building, a building permit for a permanent building would be required.
 - b. The permanent building must be occupied within 12 months and all temporary office buildings must be removed from the site within 30 days unless an extension is granted by the City Council.
 - c. One 12-month temporary occupancy permit may be issued for each site upon the approval of the City Engineer.
 - d. Any extension of the temporary occupancy permit may be applied for but the extension would require the approval of the City Council.

(Ord. No. 2826, § 1, 7-16-2002; Ord. No. 2846, § 1, 9-17-2002; Ord. No. 3056, § 1, 11-15-2005; Ord. No. 3060, § 1, 12-6-2005)

14.09 Convalescent home, nursing home or maternity home.

No ingress or egress (*other than a service entrance on an alley*) shall be more than 50 feet from a primary or secondary thoroughfare.

No building, work or play area shall be nearer to a zoning lot in a residential district than 150 feet.

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14.10 Drive-in theater.

The projection screen shall be located not less than 300 feet from any residential district, and shall not be located as to be visible from any thoroughfare within 1,000 feet thereof. A solid fence at least ten feet high shall enclose the site and shall be maintained in a satisfactory condition. No outside speakers will be permitted, other than those speakers designed for use inside the patron's vehicle.



14.11 Earth Moving and Excavation; Mining, Including Quarrying, Depositing Construction Materials, Rock, Stone, Gravel, Sand, Clay, Earth or Minerals on the Ground.

Earth moving and excavation; mining, including quarrying, depositing construction materials, rock, stone, gravel, sand, clay, earth or minerals on the ground shall not be construed to be a permitted use in any district, except the M-3 district, unless and until the City Engineer has given written approval, except for the following defined extractions and deposits:

- Excavations for the foundation or basement of any building or for a swimming pool for which a building permit has been issued, or deposits on the earth of any building or construction materials to be used in a structure for which a building permit has been issued.
- Grading of any parcel of land for a permitted use where no bank is left standing and exposed for more than ten feet in vertical height, or when less than 1,000 cubic yards of earth is removed from the premises.
- Grading in a subdivision, which has been approved by the City in accordance with the City of Deer Park subdivision regulations (*Chapter 98 of this Code*) and any amendments thereto.

The City Engineer shall have the power to grant a written approval, revocable and valid for specified periods of time, to permit deposits on the earth of rock, stone, gravel, sand, earth, minerals, or building or construction materials. The City Engineer shall make such inspections as he deems necessary to ensure that all work is in accordance with the approval.

(Ord. No. 2825, § 1, 7-16-2002)

14.12 Equipment and Machinery Sales and Rental, Minor

Use must be completely maintained within the main structure.

14.13 Gasoline Service Stations.

Gasoline service stations to the extent that they are permitted in any district are subject to the following conditions:

1. A solid fence or wall at least 8 feet in height shall be erected and maintained to screen service station operations from any adjoining property in a Residential or OP District;
2. No sign, except a sign designating the brand, grade, and price of gasoline affixed to a gasoline pump, shall be permitted within 50 feet of any property in a Predevelopment or Residential District so as to be visible from such property;

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- a. For the purposes of this section, a residential lot means a lot on which a residential use is located, a lot zoned residential, or a lot designated as residential on the Comprehensive Land Use Plan.
- b. Gas pumps do not have to meet the spacing requirement if:
 - i. A major thoroughfare separates the accessory gas pumps from the residential lot; or
 - ii. The Future Land Use Plan designates a lot as residential, but City Council subsequently rezones the property to a nonresidential zoning district and no residential use is located on the lot.



3. No gasoline pump or servicing facility shall be located within 25 feet of any property in a Predevelopment or Residential District; and
4. In an NS district the following additional specific conditions shall apply to gasoline service stations:
 - a. Any permitted sign shall be stationary and shall conform in all respects to the applicable regulations pertaining to signs; and
 - b. No station shall have more than two (2) lubrication hoists, and any such hoist or hoists shall be located within an enclosed structure.

Convenience Stores with Gas Pumps shall be subject to the following development standards:

1. Gas pumps are permitted by right at a maximum of two (2) corners at an intersection of two (2) major thoroughfares;
 - a. Within the GC – General Commercial District, if two (2) gas pumps are currently located at two (2) corners at an intersection of two (2) major thoroughfares, then a convenience store with gas pumps may be located at a third (3rd) corner of said intersection along Center Street, SH 225, and Underwood Road upon approval of a Specific Use Permit.
2. Roofs of convenience stores and pump canopies shall be pitched;
3. A maximum of 10 pump islands shall be permitted. This restriction shall not limit the number of fuel dispensers per pump island;
4. Canopy support columns shall be fully encased with masonry materials that are complementary to that used on the main building; and
5. The canopy band face shall be of a color consistent with the main structure or an accent color and may not be backlit or used as signage.

14.14 Golf driving range.

Golf driving range, commercial shall be located only on a major street. The tee area shall be not less than 200 feet from any property in a residential district or less than 20 feet from any street. Lighting shall be shielded and directed away from any adjacent



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residential property.

14.15 Greenhouses.

Greenhouses as permitted in the respective districts shall be subject to the following limitations:

District	Minimum Interior	
	Side Yard & Rear Yard	Other Regulations
Predevelopment	15 feet	None
Residential	15 feet	Only as accessory to a permitted residential use not exceeding 500 SF
Commercial or Industrial	15 feet from any lot line of an adjoining residential lot	Only as an accessory to a permitted use

14.16 Home occupations.

Home occupations in those residential districts in which permitted shall be subject to the following conditions:

- In any dwelling unit, all home occupations, collectively, shall not occupy more than 25 % of the gross floor area of one floor of said dwelling unit, nor more than 300 SF of the gross floor area whichever is greater, but these limitations shall not apply to foster family care, boarding[house] or lodginghouse.
- A home occupation shall not require internal or external structural alterations or involve construction features or the use of mechanical equipment, chemicals, or natural elements not customarily used in dwellings for the personal service of the residents.
- There shall not be more than one nonresident worker in any dwelling unit.
- Electrical power used in connection with the home occupation shall be limited to three horsepower.
- In any residential district where permitted the following specific home occupations shall be subject to the conditions designated below:
 - Foster family care shall be limited to the care of not more than four foster children per dwelling unit, except that there may be more than four foster children if they are all members of the same family.
 - Lodging and boarding shall be limited to not more than four persons not members of the resident family.
 - Signs or other devices advertising the home occupation are prohibited in residential areas.

(Ord. No. 1715, § VII, 3-20-1984)

14.17 Junkyard.

Junkyard shall be effectively screened from any district, other than an M-2 district, and from any state or federal highway within 700 feet by a solid fence or wall at least eight (8) feet in height which shall have no merchandise affixed thereon.



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14.18 Keeping of pets and other household or domestic animals.

Keeping of pets and other household or domestic animals, only for personal enjoyment or household use and not for any commercial purpose, shall be permitted as follows in any predevelopment or residential district:

- Not more than two dogs and two cats over eight months old.
- Cages or other fixed means of restraining pigeons, hamsters, or any other animals not regulated herein shall be not less than 25 feet from any zoning lot line in a predevelopment or residential district.

In any district other than a predevelopment or residential district the same distance separations established for the respective animals above shall be maintained from any dwelling, or from any zoning lot line of a lot upon which a dwelling or eating place is established.

14.19 Keeping or raising of animals.

Keeping or raising of animals, for purposes other than for personal enjoyment, to the extent that it is permitted in any district, is subject to the following conditions:

- Animal hospital, pound, or shelter; commercial kennel for cats or dogs; veterinarian's office with animals on the premises; pet shop, and other similar uses of a commercial nature:
- In a CS district no outdoor runs are permitted. All facilities where animals are kept, received, or treated shall be within a completely enclosed building or buildings.
- In a GC district, outdoor animal runs are permitted, provided all parts of such runs are a minimum of 200 feet from all zoning lot lines, and all screened from view from all such lines by a solid wall, fence, or building.
- No incineration of animal refuse shall be permitted in any district other than the M-3 district.
- The Building Official shall require reasonable proof that adequate measures will be taken to prevent odor, dust, noise, and drainage from becoming a nuisance to uses on other properties.
- Riding academy or public stable:
- All areas where animals are kept or ridden shall be fenced or otherwise confined not less than 25 feet from any adjoining property.
- Raising of animals for food shall be permitted in the following districts only as provided for below:
- Raising or keeping of other small domestic animals, including but not limited to beehives, chickens, game fowl, and rabbits, shall be permitted in any predevelopment or residential district, provided such animals are kept for personal use only, and that there be no more than eight such animals per acre or a prorated number thereof, and that such animals are kept no less than 125 feet from any dwelling or any zoning lot line.
- There shall be no sale on the premises of such animals or any animal products for food or for other purposes.
- The customary keeping of pets for personal enjoyment, only as provided for in Section 12.28 shall not be prohibited hereunder.

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14.20 Newspaper distribution station.

Newspaper distribution station shall be maintained in a slightly condition with newspapers, wrappers, and waste materials stored and handled within a completely enclosed structure until removed from the premises.

14.21 Off-street parking and loading; temporary, incidental or for a special event.

Off-street parking and loading, temporary, incidental, or for a special event of a noncommercial nature may be permitted by the City Council by the issuance of a temporary occupancy permit, provided, however, that each permit shall be valid only for the duration of the designated special event, and provided further that if the designated special event is a seasonal activity, the permit may be granted for the entire season but restricted in use to designated dates and times in which the event is to occur.

14.22 Reserved.

Editor's note— Section 14.22, pertaining to outdoor advertising signs or structures, was deleted pursuant to Section 12 of Ord. No. 1011, adopted August 21, 1973, providing that all provisions of Ord. No. 819 (App. A), relating to signs be repealed.

14.23 Private Art Gallery, Museum or Library.

Private art gallery, museum, or library shall be located not less than 15 feet from any adjoining residential property and shall have its principal entrance or entrances on a primary or secondary thoroughfare.

14.24 Property Owners' Association.

Property owners' association, as required by this ordinance, shall be created for the perpetual care and maintenance of that portion of a development which is under common and undivided ownership by persons owning individual parcels within the development. Approval of the subdivision of any such development shall not be granted until title to the individual lots provides for the establishment of the required property owners' association and for the association's maintenance and care of all private land and facilities under common ownership and clearly defines liability or responsibility of the individual property owners or the association for the following, all of which shall be secured by a lien on the property:

- Any joint operation and maintenance of utilities.
- Tax obligations.
- Insurance.
- Assessments or dues.
- Maintenance of walks, drives, recreation areas, parking or loading areas.

In addition, title to the individual lots shall show how control of the association is vested, and shall provide that the conditions set forth above shall be an unexpiring part of such title until such time as all of the development is under the control of one person.

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14.25 Sanitarium; institution for children or the aged; hospital for mental, narcotics, or alcoholic patients; penal institution; or similar institution.

Sanitarium; institution for children or the aged; hospital for mental, narcotics, or alcoholic patients, penal institution; or similar institution, but not including convalescent or nursing home or maternity home as provided in Section 12.08 shall be subject to the following:

- No ingress or egress (other than a service entrance on an alley) shall be on any street other than a primary or secondary thoroughfare.
- There shall be a solid fence or wall six (6) feet in height maintained in a good condition adjacent to any zoning lot in a residential district.
- No building or work area shall be nearer to a zoning lot in a residential district than 200 feet.

14.26 Storage of flammable liquids and gases.

The storage of flammable liquids and gases shall comply with the following articles of the National Fire Codes, Vol. 1, as such articles may from time to time be revised: (a) Article No. 30, with respect to flammable liquids, (b) Article No. 58, with respect to liquefied petroleum gas.

14.27 Subdivisions office.

Subdivision office, temporary, is permitted as follows upon receipt of a permit granted by the Building Official for a period not to exceed two years. If it finds cause, the board of adjustment may grant an extension to this time period limitation:

- A temporary subdivision office, both incidental and necessary for the sale or rental of newly platted or newly constructed property, shall be located within a subdivision to which it is appurtenant.
- Reserved.

14.28 Swimming pool.

Any swimming pool in any district shall:

- Comply with the yard provisions of the district in which it is located.
- Be so walled, fenced, or otherwise enclosed as to prevent uncontrolled access.
- Be screened by a masonry wall or solid fence at least six (6) feet high on any side facing the property line of any zoning lot in a residential district, if said pool is located within any part of a required side or rear yard.

No swimming pool shall be permitted in any residential district unless such pool is (1) owned and operated by a public agency, or (2) accessory to a use permitted in such district. Except for a pool owned and operated by a public agency, no pool shall be permitted in a residential district unless the pool is intended for the use of, and is used by, only the occupants of the principal use of the property on which the pool is located and their guests.

14.29 Tavern, nightclub (when permitted) and semiprivate clubs.

Tavern, nightclub, and semiprivate clubs (when permitted) in the M2 and M3 industrial districts shall have all public entrances a minimum of 50 feet away from the zoning lot line of any property used principally for a residence, and in no case shall the entrance face adjoining residential properties.

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14.30 Storage facilities or mini warehouses for storage of personal items.

Storage facilities or mini warehouses for storage of personal items shall not be constructed or be a permitted use in any district unless and until a specific use permit shall first have been secured from the City Council. Storage facilities or mini warehouses for storage of personal items must be constructed so that all structural members, including floors, roofs and their supports, are of steel, iron, concrete or of other noncombustible material, and in which the exterior walls are of noncombustible construction having a fire resistance rating of not less than two hours.

14.31 Shipping containers and shipping container storage yards.

Shipping containers shall only be placed upon land that holds a specific use permit for a shipping container storage yard. Shipping containers shall not be stacked more than three high, except that they may be stacked up to four high on any area within a shipping container storage yard which repairs containers and utilizes a gantry crane to stack containers being repaired or stored. All shipping containers stored, handled or repaired shall be empty of all hazardous materials, including toxic, flammable or explosive substances.

The City Council of the City of Deer Park, in granting specific use permits, shall have the authority to require landscaping of the buffer zone and may require that no buildings, structures, or parking lots be allowed within the buffer zone. Each shipping container storage yard shall maintain clamps on hand at all times to secure all containers within its storage yard, in the event of high winds or an emergency. All shipping containers shall be stacked or placed upon areas paved with concrete, asphalt or stabilized soil which meets the requirements and specifications of the ordinances of the City of Deer Park relative to such areas to be paved with concrete, asphalt or stabilized soil.

SECTION 15 – EXCEPTIONS AND MODIFICATIONS

Section 15. Exceptions and Modifications

15.01. General.

The requirements and regulations specified hereinbefore shall be subject to the following exceptions, modifications, and interpretations.

15.02. Existing Lots of Record.

15.02.1. May be used as a building site:

Any zoning lot in any district which was under separate ownership and of record on the date of adoption of this ordinance, or amendment thereof, or which has been reduced to not less than two-thirds of the minimum required lot area, lot width, or both, and where no adjoining undeveloped land fronting on the same street was under the same ownership on said date, may be used as a building site even though such lot fails to meet the applicable minimum requirements for lot area, lot width, or both. With respect to such lots, yard dimensions and other requirements not involving lot area or width shall be complied with, subject to Sub-sections 15.02.2 and 15.02.3

15.02.2. Front and rear yard requirements:

On any such lot, the front and rear yard requirements shall not operate to reduce the depth of such lot below 70 feet, provided, however, that the application of this exception shall not be permitted to reduce:

- Any front yard below 10 percent of the depth of the lot; or
- Any rear yard below 15 percent of the depth of the lot, or ten feet, whichever is greater.

15.02.3. Side yard requirements:

On any such lot, the side yard requirements shall not operate to reduce the width of the lot below 10 feet, provided, however, that the application of this exception shall not be permitted to reduce:

- Any interior yard below 10 percent of the width of the lot; or
- Any exterior side yard below 20 percent of the width of lot or eight (8) feet, whichever is greater.

15.03. Front yard exceptions and modifications.

15.03.1. Established yard greater than required by the yard provisions of this ordinance:

In any district where 35 percent or more of the frontage on one side of a street between two intersecting streets is improved with buildings, the front yards of which do not vary more than eight feet from the average of the front yards of such buildings, no building shall project into the average front yard so established, but this exception shall not be interpreted to require a front yard of more than:

- a. 50 feet in any predevelopment, residential or OP district.
- b. 75 feet in any NS, CS, OP or any industrial district.

In determining the percentage of frontage, the widths of developed lots shall be used; in determining the average front yard, the widths of buildings fronting on the street shall be used.

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15.03.2. Established yard less than required by the yard provisions of this ordinance:

Where a new building is proposed to be erected or an existing building is proposed to be enlarged on a street where the frontage on the same side of the street between two intersecting streets is developed with one or more existing buildings that have a front yard or yards of lesser depth than required by this ordinance, then one of the following conditions shall apply; however, in no event shall the following be permitted to reduce a front yard to less than 10 feet:

- a. Where the proposed building is to be located not more than 200 feet from such existing buildings on both sides, and there are no intervening buildings, then the front yard shall be established by a line drawn between the two (2) nearest front corners of such adjacent buildings on the two (2) sides.
- b. Where the proposed building is to be located not more than 200 feet from one such existing building on one side, then the front yard shall be established by a line drawn from the nearest front corner of the existing building to the established front yard line at a slope of one foot depth to 10 feet of frontage.
- c. Where the proposed building is to be located more than 200 feet from all such existing buildings, then the proposed building shall conform with the front yard established herein for such district.
- d. Where the proposed building is to be located between and adjacent to two existing buildings that conform to the front yard requirements of such district, or between such a building and an intersecting street, then the proposed building shall conform to the front yard setback established for such district, regardless of the front yards established by other existing buildings in the same block.

15.03.3. Varying front yard requirements on same street frontage:

Where the frontage on one side of a street between two intersecting streets is in zoning districts having two or more different front yard requirements, the required front yard for any zoning lot on such frontage shall be determined as follows:

- a. In predevelopment and residential districts, the required front yard shall be the deepest front yard required in any predevelopment and residential district in such frontage.
- b. In commercial and industrial districts, the required front yard shall be the deepest front yard required in any predevelopment, residential, commercial or industrial district in such frontage.

15.04. Rear Yard Exceptions and Modifications.

15.04.1. Where rear yard abuts an alley:

In computing the required depth of a rear yard for any building where such yard abuts on an alley, the depth of the lot may be considered as extending to the center of said alley, and the required depth of the rear yard as being measured from the centerline of said alley.

SECTION 15 – EXCEPTIONS AND MODIFICATIONS

15.04.2. Where lot in commercial or industrial district backs on side of lot in predevelopment or residential district:

In the case of a reversed corner lot where the rear of a lot in a commercial or industrial district abuts upon the side of a lot in any predevelopment or residential district, there shall be a rear yard of not less than 12 feet, provided further that where a public alley separates the rear of the lot in the commercial or industrial district and the side of the lot in any predevelopment or residential district, no rear yard shall be required.

15.04.3. Existing lots of record and lots reduced by public acquisition: See Section 15.02

15.05. Side Yard Exceptions and Modifications.

15.05.1. Variation of distance between residential structures:

The distance between residential structures on the same zoning lot may be varied, when authorized by the board of adjustment, where the side wall of the adjacent residence is broken or otherwise irregular. In such case the average distance between residences shall not be less than the otherwise required least distance; provided, however, that such distance shall not be less at any point than one-half of the otherwise required least distance.

15.05.2. Reduction in width of one side yard:

The width of one side yard may be reduced, when authorized by the board of adjustment, to a width not less than three (3) feet, provided, however, that the sum of the widths of the two side yards on the same zoning lot is not less than the combined required minimum for both side yards. Such reduction may be authorized only when the board finds it to be warranted by the location of existing buildings or conducive to the desirable development of two or more lots.

15.05.3. Where lot in commercial or industrial district sides on side of lot in predevelopment or residential district:

Where a side of a zoning lot in a commercial or industrial district abuts upon a side of a zoning lot in a predevelopment or residential district, there shall be a side yard not less than seven (7) feet six (6) inches wide on such side of the lot in the commercial or industrial district.

Where a zoning lot in a commercial or industrial district backs up to and abuts upon the side yard of a zoning lot in a predevelopment or residential district, the exterior side yard of the commercial or industrial district shall be the same as the required front yard of the predevelopment and residential district.

15.06. Projections into Required Yards.

15.06.1. Certain Architectural Features.

Certain architectural features may project into required yards and courts as follows:

SECTION 15 – EXCEPTIONS AND MODIFICATIONS

- Cornices, belt courses, sills or other architectural features, may project a distance not exceeding four (4) inches.
- Canopies and eaves may project a distance not exceeding three (3) feet.
- Fire escapes may project a distance not exceeding four (4) feet.
- Stair and necessary landings may project a distance not to exceed three (3) feet. Such stair and landing shall be unenclosed except for protective railings.
- Bay windows, balconies and chimneys may project a distance not exceeding two (2) feet, provided that such features do not occupy, in the aggregate, more than one-third of the length of the building wall on which they are located.

15.06.2. Fences, Walls and Hedges.

1. If no solid fence exceeds at any point six (6) feet or an average of seven (7) feet in height above the natural elevation of the surface of the ground at such point, they may be located in any required yard or court, provided that on a corner lot, abutting in the rear the side lot line of another lot in a residential district, no such fence, wall, or hedge within 25 feet of the common lot line shall be closer to the side street lot line than one-half the least depth of the front yard required on such other lot fronting the side street.
2. On any corner lot, no fence, wall, hedge or other structure or planting more than three (3) feet in height above curb level shall be erected, placed, or maintained within the triangular area formed by the intersecting street lines and a straight line joining said street lines at points the distance of which from the point of intersection of the street lines is equal to the sum of the required front and exterior side yards.

15.07. Height Limit Exceptions.

Chimneys and Similar Structures.

When authorized by the board of adjustment, zoning district height limitations may be exceeded by the following structures: chimneys, church steeples, flagpoles, grain elevators, distribution lines, towers and poles, radio and television antennas, water towers, and similar structures.

15.08. Setback Regulations.

Where any ordinance of the City of Deer Park requires on any street a setback different from that required by the yard provisions of this ordinance, the former shall prevail.

15.09. Residential Lot Widths; Front Building Line.

In all residential districts, the lot width, at the front building line, shall be the minimum lot width as specified in the bulk and area regulations for that district.

(Ord. No. 1830, § 4, 11-19-1985)

SECTION 16 – GENERAL PROVISIONS

Section 16. General Provisions

16.01. Accessory Off-Street Parking; Special.

The City Council may authorize by specific use permit an accessory off-street parking lot on (1) any zoning lot in a residential district which abuts, either directly or across an alley, a commercial district or an industrial district, or on (2) any zoning lot in an OP district which abuts, either directly or across an alley, any other commercial district or an industrial district, subject to the following requirements:

- Permitted use. Such lot shall be used solely for the parking of passenger automobiles, as a use accessory to one or more principal uses located in said commercial or industrial districts and shall not be used as a commercial parking lot.
- Proximity to Commercial or Industrial Districts. No part of the lot shall be more than 300 feet from the nearest boundary of a commercial or industrial district.
- Entrance Location. Each entrance and exit of such lot shall be at least 20 feet from any other property in a residential district.
- Signs. Only signs for the direction of traffic or for the identification of the lot shall be established or maintained on such lot.
- Other Requirements. Such lot shall be subject to all requirements of this section which are applicable generally to off-street parking lots and to any additional requirements or conditions which the City Council may find necessary for the protection of adjacent property.

16.02. Accessory Buildings and Improvements.

16.02.1. General.

An accessory building may be erected as an integral part of a principal building, except when the accessory building is a stable or other structure for housing animals, or it may be connected with the principal building by a breezeway or similar roofed structure, or it may be erected completely detached from the principal building.

16.02.2. Time of Construction.

No accessory building shall be constructed on any lot prior to the time of construction of the principal building to which it is accessory.

16.02.3. Location.

1. An accessory building erected as an integral part of the principal building shall be made structurally a part thereof, shall have a common wall therewith, and shall comply in all respects with the requirements of this ordinance applicable to the principal building. An enclosed accessory building for off-street parking of automobiles which is erected within 10 feet of a principal building shall comply in all respects with the requirements of this ordinance and the fire code applicable to the principal building.

(Ord. No. 1830, § 2, 11-19-1985)

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2. A carport is defined as an open sided structure attached to an automobile garage on one end or side and supported by poles or decorative posts. The supporting framework shall be of wood or metal. The roof covering shall be wood, metal or a composition material considered permanent in nature. A carport is to be used for temporary parking of motor vehicles used on a day to day basis. No carport is allowed to substitute for a garage as defined, or required by any existing ordinances. A carport, although considered a permanent structure, cannot be used for any purpose other than motor vehicle or trailer parking.

Carport construction is governed by the following regulations:

- a. Roof. Not to exceed 20 feet length overall. Eave height not to exceed the height of the eave of the nearest building.
- b. Corner posts no further than 18 feet from the face of the permanent structure that measures the most setback from the property line.
- c. Sides must remain open, except for that portion of the side or end covered by attachment to an existing house or garage.
- d. No carport shall be erected nearer than five (5) feet to the front property line when measured from the longest projection of the roof line, eave, or decorative overhang; except when there is a 20 foot setback line, the five (5) foot requirement shall not apply. In such case, the carport shall not be extended nearer than one foot of the property line.

The purpose of this subsection is to allow the erection of carports in the front of a building, projecting toward the front lot line. This section is not intended to restrict the erection of a carport or accessory structure, in accordance with existing sections, on any side or rear lot.

3. Except as provided under paragraphs 16.02.3(1) and 16.02.3(2) hereof, an accessory building shall be located on the rear two-thirds of the zoning lot (but this limitation shall not apply to carports, provided the required front yard is observed) and at least 10 feet from any dwelling existing or under construction on the same lot. No accessory building shall be located closer than three (3) feet to any interior lot line, unless such lot line abuts an alley. In the case of a corner lot, said accessory building shall not project in front of the front building line required or existing on the adjacent lot, nor closer than 20 feet from the street line from which vehicular access is gained. These provisions relating to accessory buildings shall be effective with respect to such buildings, even though other provisions of this ordinance require wider or deeper yards for principal buildings.

16.02.4. Maximum Rear Yard Coverage.

Accessory buildings shall not cover more than 30 percent of the area of the required rear yard.

16.03. Reduction of Required Area of Space.

No lot, yard, court, parking area, or usable open space shall be reduced in area or dimension so as to make said area or dimension less than the minimum required by this ordinance; and, if already less than the minimum required by this ordinance, said area or dimension shall not be further reduced. However, this section shall not be interpreted to prevent the erection of a single-family dwelling within any residential district when a portion of a lot is acquired for a public purpose, provided that the remaining

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lot area and lot width are not less than two-thirds of the required minimum and that all other requirements of this ordinance are complied with.

16.04. Areas and Other Dimensional Requirements Not Transferable.

The lot, open space, or yard areas required by this ordinance for a particular building shall not be diminished and shall not be included as part of the required lot, open space, or yard area of any other building. If such areas for a particular building are diminished below the minimum required herein, the continued existence of such building shall be deemed to be a violation of this ordinance.

16.05. Unsafe Buildings.

Nothing in this ordinance shall prevent the strengthening or restoring to a safe condition of any part of any building or structure declared unsafe by proper authority.

16.06. Use of Required Front Yard.

No portion of any required front yard in a residential district may be used for any purpose other than for required access drives and parking thereon, for landscaping, or for signs as permitted in the district, provided, however, that off-street parking which becomes nonconforming by virtue of this section, shall not be required to be discontinued.

16.07. Through Lots.

In any residential district, a front yard as required for the district in which a through lot is located shall be required along both the front and the rear street lot lines.

16.08. Reserved.

16.09. Off-Street Loading and Parking Requirements.

16.09.1. Off-street Loading Requirements:

- General. Every building or structure hereafter constructed in any district for commercial, institutional and industrial purposes requiring the receipt or distribution by vehicles of material or merchandise shall provide and maintain on the same lot with such building, at least one off-street loading space for the first 10,000 SF or fraction thereof of gross floor area, and one additional such loading space for each 10,000 SF or major fraction thereof of gross floor area so used in excess of 10,000 SF, except that no more than three off-street loading spaces shall be required for any commercial use, nor more than five off-street loading spaces for any industrial use.
- Size. Each loading space shall be not less than 10 feet in width, 35 feet in length and 14 feet in height.

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- Access. Where the off-street loading space does not abut on a street, public or private alley, or easement of access, there shall be provided an access drive at least 10 feet in width leading to the loading areas required hereunder; such drive shall be of such design as to permit ready access by semitrailer trucks.
- Location. Such space may occupy all or any part of any required yard, or court space, but no such space may be located closer than 50 feet to any residential district unless wholly within a completely enclosed building or unless enclosed on all sides abutting the residential district by a solid fence or wall of not less than six (6) feet in height.

16.09.2. Off-Street Parking Requirements.

- General. In all zoning districts, except M2 and M3, in connection with any use, there shall be provided, at the time any building or structure is erected or enlarged or increased in capacity, or any other use is established, accessory off-street parking spaces for automobiles in accordance with the requirements set forth in Section 12, use groups. Parking space used in connection with an existing and continuing use or building on the effective date of this ordinance up to the number required by this ordinance, shall be continued and may not be counted as serving a new structure or addition. A parking space may not be substituted for a loading space and a loading space may not be substituted for a parking space.
- Size, Construction. Each off-street parking space shall be at least nine (9) feet wide and 20 feet long, exclusive of access drive or aisles, and shall be constructed of concrete.

(Ord. No. 1715, § IV, 3-20-1984; Ord. No. 1883, § IX, 12-16-1986)

- Access. Where the off-street parking space does not abut on a street, public or private alley or easement of access, there shall be provided an access drive constructed of concrete, of at least 10 feet in width in the case of a dwelling and at least 20 feet in width in all other cases, providing direct access to each parking space required. In the case of a parking area abutting on a street, the access drive shall not be greater than 20 feet in width and there shall be a minimum separation between access drives of 40 feet.

(Ord. No. 1883, § IX, 12-16-1986)

- Location. Such off-street parking space may occupy all or any part of any required yard except as provided in Section 16.06 or any court space, but may not occupy any required usable open space. For any new use, structure or building, required off-street parking, which because of the size or location of the parcel cannot be provided on the same zoning lot with the principal use, may be provided on other property not more than 200 feet distant from the building site. Such parking space shall be deemed to be required parking space associated with the permitted principal use and shall not thereafter be reduced or encroached upon in any manner.
- Development, maintenance, and use of parking areas. Every parcel of land hereafter used as a public or private parking area, including a commercial parking lot, shall be developed and maintained in accordance with the following requirements:
 - Screening and Landscaping. Off-street parking areas for more than five vehicles shall be effectively screened on each side which adjoins or is located within 20 feet of any residential district or abutting a street, by a masonry wall or solid fence and shall be

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provided with a minimum two-foot width planting strip between the sidewalk area and the parking area. Such wall or fence shall be not less than four (4) feet or more than six (6) feet in height, measured from the finished grade, and shall be maintained in good condition without any advertising thereon. The space between such wall or fence and the side lot line adjoining said premises, or the front lot line facing said premises, in any residential district may be used only for landscaping and shall be maintained in good condition.

- Barriers. Off-street parking areas shall be provided with wheel guards or bumper guards so located that no part of a parked vehicle will extend beyond the parking area.
- Nature of Use. Required off-street parking areas shall not be used for the sale, repair, dismantling, or servicing of any vehicles, equipment, materials, or supplies.
- Shelter Building. An off-street parking area may not have more than one attendant shelter building conforming to all setback requirements for structures in the district, and which shelter building in any residential district shall not contain more than 50 SF of gross floor area.
- Surfacing. Any required off-street parking space and any off-street parking area for five or more vehicles shall be an approved concrete or asphalt surface, and shall be so graded and drained as to dispose of all surface water accumulated within the area, and shall be so arranged and marked as to provide for orderly and safe loading, unloading, parking, and storage of vehicles. The foregoing requirements with respect to surfacing shall not apply to a temporary parking area, but shall be applicable to drive-in facilities. Each required parking space shall be accessible from a public street without passing through another required space, except in the case of attended parking areas.
- Lighting. Any lighting used to illuminate any off-street parking area shall be so arranged as to direct the light away from the adjoining premises in any residential district.

16.10. Screening fences.

A permanent screening fence of wood or masonry not less than six (6) feet in height shall be erected and maintained, except as otherwise specified in Section 15.06, subparagraphs 15.06.2(1) and 15.06.2(2) of this ordinance before any use other than the uses permitted in residential districts is made of property in the commercial or industrial districts which abuts or is adjacent to residentially zoned property. Insofar as possible, such screening fences shall be erected along the entire length of the common property line between commercial and/or industrial property and residentially zoned property.

(Ord. No. 1198, § 7, 7-6-1976; Ord. No. 1715, § VI, 3-20-1984)

16.11. Reserved.

Editor's note— Section 12.12, pertaining to sign setback, was deleted pursuant to Section 12 of Ord. No. 1011, adopted August 21, 1973, which provided for the repeal of all provisions of Ord. No. 819 (App. A) relating to signs.

16.12. Nonconforming Uses and Nonconforming Structures.

16.12.1. Distinction Between Nonconforming Structures and Nonconforming Uses.

For purposes of this section, the following meanings shall apply:

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1. Nonconforming Structure.

Any lawful structure which does not conform to the lot area, lot area per dwelling unit, yard, height, usable, and open space, regulations of this ordinance for the district in which it is located, and/or which does not conform to the special site conditions set forth in Section 12 or other site limitations established for the use of the structure for the district in which it is located, either at the effective date of this ordinance or as a result of subsequent amendments to this ordinance.

2. Nonconforming Use.

Any lawful use of a building, land or structure which does not conform to applicable regulations of this ordinance, and those regulations which determine a nonconforming structure, either at the effective date of this ordinance or as the result of subsequent amendments to the ordinance. No principal use shall, however, be deemed nonconforming because of failure to provide required accessory off-street parking or loading spaces, nor because of the existence of accessory signs, business entrances, or show windows which are themselves nonconforming uses. A nonconforming structure in combination with a nonconforming use shall be treated as a nonconforming use.

16.12.2. Continuing Existing Nonconforming Uses and Structures.

Except as hereinafter specified, any nonconforming use or nonconforming structure may be continued, provided, however, that this subsection does not apply to any use, building, or structure established in violation of any Zoning Ordinance previously in effect in Deer Park unless said use, building, or structure now conforms with this ordinance.

16.12.3. Use or Structure Previously Nonconforming.

Any use or structure which was previously nonconforming and which becomes conforming by virtue of a change in the use or structure, or at the effective date of this ordinance, or by virtue of subsequent amendments thereto, shall not be controlled by the provisions set forth herein applying to nonconforming uses or structure.

16.12.4. Limitations on Nonconforming Uses.

No nonconforming use of a building, structure, or land shall be changed, extended, reconstructed, enlarged, moved, or structurally altered, unless:

- Such change is required by law or order; or
- The use thereof is changed to a use permitted in the district in which such building, land, or structure is located; or
- Authority has been granted by the board of adjustment to extend a nonconforming use throughout those parts of a building which were manifestly designed or arranged for such use prior to the date when such use became nonconforming, if no structural alterations, except those required by law, are made therein.
- Whenever a nonconforming use has been changed to a conforming use, such use shall not thereafter be changed to a nonconforming use.

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16.12.5. Limitations on Nonconforming Structures.

No nonconforming structure shall be changed, extended, reconstructed, enlarged, structurally altered, or moved so as to extend the degree of nonconformity, unless:

- The building line of a principal structure is continued alongside the side lot line, where such building line is nonconforming, and only if it is an extension of the same building line and does not further reduce the separation from the side lot line at any point, provided no other applicable regulations are violated by such extension; or
- The mean height of the roof line on an addition otherwise permitted does not exceed the average of the permitted height and the height of the nonconforming structure at the point of connection.

16.12.6. Cessation of Use of Building or Land.

A lawful nonconforming use of a building, structure, or land that has been discontinued for a period of three calendar months shall not thereafter be resumed.

16.12.7. Discontinuance of a Nonconforming Open Use of Land.

A nonconforming agricultural, commercial, or industrial open use of land shall be discontinued within one year from the effective date of this ordinance. Any such nonconforming use of land which becomes nonconforming by reason of any subsequent amendment to this ordinance shall also be discontinued one year from the date of such amendment.

16.12.8. Reserved.

Editor's note— Provisions pertaining to the discontinuance of nonconforming signs were deleted pursuant to Section 12 of Ord. No. 1011, adopted August 21, 1973, which provided for the repeal of all provisions of Ord. No. 819 (App. A) relating to signs.

16.12.9. Replacement of Damaged or Destroyed Nonconforming Uses or Structures.

Any nonconforming building or structure damaged more than 50 percent of the assessed valuation for tax purposes by the City of Deer Park, exclusive of foundations, by fire, flood, explosion, wind, earthquake, war, riot, or other calamity or Act of God, shall not be restored or reconstructed and still be used as a nonconforming use, or in such a manner that it will continue to be a nonconforming structure.

16.12.10. Repairs to Nonconforming Uses; Limitation.

Such repairs and maintenance work as are required to keep it in sound condition may be made to a building or structure devoted to a nonconforming use, provided that no structural alterations shall be made except such as are required by law or ordinance. Except as otherwise provided elsewhere in this ordinance, the total structural repairs and alterations that may be made to a building or structure devoted to a nonconforming use shall not, during its lifetime subsequent to the date of its becoming a nonconforming use, exceed 50 percent of reproduction new-minus-depreciation value, unless such building or structure is changed to a conforming use.

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16.12.11. Amortization of Nonconforming Uses.

The lawful nonconforming use of any building or land existing at the time of the enactment of this ordinance may be continued for such definite periods of time and subject to such regulations as to maintenance of premises and conditions of operation as the board of adjustment may reasonably require for the protection of adjacent property and the ultimate removal of such nonconforming use, it being the declared purpose of this ordinance that nonconforming uses be eliminated and required to conform to the uses prescribed by this ordinance, having due regard for the property rights of the owners of the property on which any such nonconforming use exists and for the rights of the adjacent property owners, and in this connection the board of adjustment may, upon its own motion, or upon causes presented by any interested property owner and following due notice and hearing, where circumstances warrant, taking into consideration the general character of the neighborhood and the necessity for all property within a zoning district to conform to the regulations of this ordinance for such district, require the discontinuance of any nonconforming use in any residential zone under any plan, whereby the full value of the nonconforming structures used in connection with any such nonconforming use can be amortized within a definite period of time, or if there be no such nonconforming structures on the land, then within a definite period of time, not less than one (1) year after the date of such order. All such orders shall be binding on subsequent purchasers.

16.12.12. Preserving Rights in Pending Litigation and Violations Under Existing Ordinances.

By the passage of this ordinance, no presently illegal use shall be deemed to be legalized unless specifically such use is a conforming use under this ordinance. Otherwise, such use shall remain a nonconforming use or, an illegal use, as the case may be. It is further the intent and declared purpose of this ordinance that no offense committed, and no liability, penalty, or forfeiture, either civil or criminal, incurred prior to the time the present Zoning Ordinance was adopted shall be discharged or affected by such adoption; but prosecutions and suits for such offenses, liabilities, penalties or forfeiture may be instituted or causes presently pending proceeded within all respects as if this ordinance had not been adopted.

SECTION 17 – ADMINISTRATIVE PROCEDURES

Section 17. Administrative Procedures

17.01 Building Permit.

It shall be unlawful within the city limits to commence construction or excavation for construction of any building or structure, including accessory buildings, or to commence the erection, reconstruction, conversion, alteration, or moving of any building, including accessory buildings until the Building Official has issued a building permit for such work. Except upon written authorization of the board of adjustment as provided in Section 17.03, no such building permit shall be issued for any building where said construction, reconstruction, conversion, moving, alteration or use thereof would be in violation of any provision of this ordinance.

17.01.1. Application.

There shall be submitted with each application for a building permit two (2) copies of a layout or plot plan drawn to scale, showing the actual shape and dimensions of the zoning lot to be built upon, the exact size and location on the zoning lot of existing buildings or structures, if any, and the size and location of the building or structures to be constructed, altered or moved. There shall also be stated on the application the existing or intended use of each such building or part of building and such other information with regard to the zoning lot and neighboring properties as may be necessary to determine compliance with and to provide for the enforcement of this ordinance. One copy of the plans shall be returned to the applicant by the Building Official, after he shall have marked such copy either as approved or disapproved and attested to same by his signature on such copy. The second copy of the plans, similarly marked, shall be retained by the Building Official. The application for a building permit shall be made by the owner of the property concerned thereof.

17.01.2. Fees.

The application fee for a building permit shall be as prescribed in the building code for the City of Deer Park. No part of the building permit fee shall be refundable.

17.01.3. Expiration of Building Permit.

If the work described in a building permit has not begun within the prescribed time set forth in a building code for the City of Deer Park, said permit shall expire and be canceled by the Building Official, and written notice thereof shall be given to the persons affected.

17.01.4. Completion of Building Under Construction.

Nothing herein contained shall require any change in the plans, construction or designated use of building actually and lawfully under construction and a substantial part of which has been completed at the time of the passage of this ordinance and which [the] entire building shall be completed within one year from the date of the passage of this ordinance.

SECTION 17 – ADMINISTRATIVE PROCEDURES

17.02 Certificate of Occupancy and Compliance.

No building hereafter erected or structurally altered shall be occupied, used or changed in use, until a certificate of occupancy and compliance shall have been issued by the Building Official, stating that the building and proposed use of building or land comply with all the building and health laws and ordinances, with the ordinance related to plumbing installation, and with the provisions of this ordinance. Certificates of occupancy and compliance shall be issued by the Building Official within five days after the erection or structural alteration of such building shall have been completed in conformity with the provisions of this ordinance and the laws and ordinances above mentioned. A record of all certificates shall be kept on file in the office of the Building Official, and copies shall be furnished upon request to persons having a proprietary or tenancy interest in the building affected.

17.02.1. Fees.

No fee shall be charged for an original certificate, but for copies of any original certificate there shall be a charge of \$10.00.

(Ord. No. 1830, § 11, 11-19-1985)

17.03 Board of Adjustment.

17.03.1. Appointment; Compensation.

There is hereby created a board of adjustment consisting of five regular members, each appointed by the City Council and serving a term of two (2) years, or until his successor has been appointed.

A member of the board, once qualified, can thereafter be removed during his term of office by the City Council only upon written charges and after public hearing. In the event of death, resignation, or removal of any such member before the expiration of his term, a successor shall be appointed by the City Council for the unexpired term.

Each regular member of the board of adjustment of the City of Deer Park, Texas, shall receive as compensation for attendance upon the meetings of said board the sum of \$10.00 for each meeting attended, and each alternate member of said board shall receive the sum of \$10.00 as compensation for attendance upon each meeting when such alternate is designated to sit for an absent regular member, as provided in Article 1011g of Vernon's Annotated Texas Civil Statutes [V.T.C.A., *Local Government Code* § 211.008 et seq.]; and each such regular member or alternate member shall be reimbursed for actual out-of-pocket expenses incurred while acting as a member of said board of adjustment.

(Ord. No. 990, § 1, 5-15-1973)

17.03.2. Organization.

There shall be a board of adjustment consisting of five members, with two (2) alternate members, all as provided by Article 1011g of Vernon's Annotated Texas Civil Statutes [V.T.C.A., *Local Government Code* § 211.008 et seq.] as amended.

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17.03.3. Practice and Procedure.

The board shall have the power to adopt rules of practice and procedure not inconsistent with Article 1011g of Vernon's Annotated Texas Civil Statutes [V.T.C.A., *Local Government Code* § 211.008 *et seq.*] as amended, nor with the provisions of this ordinance, provided that such rules and regulations shall not become effective until approved by the City Council of the City of Deer Park, Texas. Practice and procedure before such board shall be as set forth in said Article 1011g and as in this ordinance, all as supplemented by said rules. In all matters submitted to the board for decision, it shall fix a reasonable time for public hearing thereon, give public notice thereof by publication once, not less than ten days before such hearing, in the official newspaper of the City of Deer Park, Texas, and give due notice to the parties in interest, as well as to all owners of property within this city lying within 200 feet of the property affected, by mailing by United States mail, postcards or letters to each of such parties at the address, if any, shown on the city's tax rolls not less than ten days before the date of such hearing. If no address of the owner of any portion of property within this city lying within 200 feet of the property in question is disclosed by the city's tax rolls, the public notice in the official newspaper shall be sufficient unless any such party shall furnish the city in writing prior to the time for giving such notice with his or her address for the purpose of receiving such notice.

17.03.4. Powers

1. The board may hear and decide appeals where it is alleged that there is an error in any order, requirement, decision or determination made by an administrative official in the enforcement of this ordinance.
2. The board may authorize, upon appeal in specific cases, such variance from the terms of the ordinance as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provisions of the ordinance will result in unnecessary hardship and so that the spirit of the ordinance shall be observed and substantial justice done.
3. The board may at its discretion in the instance hereinbefore set forth in this ordinance and those additional instances set forth in this paragraph Section 17.03.04(3), in appropriate cases, and subject to appropriate conditions and safeguards, make the special exceptions to the terms of this ordinance set forth in this ordinance, if in harmony with its general purpose and intent and in accordance with the general or special rules herein contained, where to do so will not be contrary to the public interest and will not result in substantial injury to surrounding property or the appropriate use thereof.

In addition to the special exceptions heretofore set forth in this ordinance, the board of adjustment may in the manner aforesaid grant special exceptions in the following cases:

- a. Permit a variation in the yard requirements where there are unusual and practical difficulties in the carrying out of these provisions due to an irregular shape of the lot, topographical or other similar condition.
- b. Permit the moving to another place on the same lot of a building occupied by a nonconforming use.
- c. Permit such modifications of the requirements of these regulations as the board may deem necessary to secure an appropriate conforming use development of a lot where adjacent

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to such lot on two (2) or more sides there are buildings or uses that do not conform to these regulations.

- d. Permit modifications of the front and/or side street yard requirements where a majority of the frontage of lots abutting upon the same side of a street in the same block is occupied by a building or buildings with front and/or side street yard of less depth than is required by this ordinance.
- e. Permit such modifications of the yard or open space or lot area or width regulations as may be deemed necessary to secure appropriate conforming use improvement of a parcel of land where such parcel was in separate ownership upon the effective date of the Zoning Ordinance on October 24, 1963, and is of such restricted area that it cannot be appropriately improved without modification.
- f. Permit the use of property across the street from or abutting property owned by a church, public school, city, county, state or federal government for the free parking of passenger cars. When so used the parking area shall be screened from adjoining streets and property, by a wall, fence or hedge maintained at a height of at least six feet at sides and rear of parking area and three feet at front of parking area, and shall be properly drained and paved in accordance with the City's specifications and where lighting is provided it shall be hooded and beamed downward so that it shall not constitute an annoyance to neighbors.

17.03.5. Appeals.

1. Appeals to the board of adjustment may be taken by any person aggrieved or by an officer, department, board or bureau of the City of Deer Park, Texas, affected by any decision of the administrative officer. Such appeal shall be taken within ten days after any such decision by filing with the officer from whom the appeal is taken and with the board of adjustment a written notice of appeal specifying the grounds thereof, and shall otherwise be governed by the provisions of Article 1011g of Vernon's Annotated Texas Civil Statutes [V.T.C.A., *Local Government Code* § 211.008 et seq.], as amended.
2. Other.
To exercise all other powers and duties as set forth in this ordinance.

17.03.6. Procedure.

1. General.
The Board shall act in accordance with the procedure specified by law and by this ordinance.
2. Appeals.
Appeals to the Board may be made by any person aggrieved or by any officer, department, or Board of the city affected by a decision of the Building Official or other administrative officer concerning this ordinance. All appeals and application made to the Board shall be made in writing, on forms prescribed by the Board, within 30 days after the decision has been rendered by the Building Official or other administrative officer.

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3. Every appeal or application shall refer to the specific provision of the ordinance involved and shall exactly set forth (1) the interpretation that is claimed, (2) the use for which the permit is sought and/or (3) the details of the relief that is applied for and the grounds on which it is claimed that the relief should be granted, as the case may be. The appeal or application shall be filed with the officer from whom the appeal is taken and with the Board. The officer from whom appeal is taken shall forthwith transmit to the Board all the papers, constituting the record upon which the action appealed from was taken.
4. No order of the Board permitting the erection or alteration of a building shall be valid for a period longer than 90 days, unless a building permit for such erection or alteration is obtained within such period and such erection or alteration is started and proceeds to completion in accordance with the terms of such permit.
5. No order of the Board permitting the use of a building or premises shall be valid for a period longer than 90 days, unless such use is established within such period, provided, however, that where such permitted use is dependent upon the erection or alteration of a building, such order shall continue in force and effect if a building permit for said erection or alteration is obtained within such period and such erection or alteration is started and proceeds to completion in accordance with the terms of such permit.

17.03.7. Public Hearing and Notice.

The Board shall fix a reasonable time for the public hearing of an appeal, give public notice of the time and place thereof, as well as due notice to the parties in interest. Said public notice shall be published in a paper of general circulation in Deer Park at least once, not less than ten days preceding the date of such hearing, and shall give the particular location of the property on which the appeal is requested, as well as a brief statement of the nature of the appeal. Public hearings may be adjourned from time to time, and, if the time and place of the adjourned meeting be publicly announced when the adjournment is made, no further notice of such adjourned meeting need be published. At a public hearing any party may appear in person or by attorney.

17.03.8. Decisions and Records.

In exercising its powers, the Board may, in conformity with the provisions set forth in the statutes of the State of Texas governing said Board, revise or reform, wholly, or partly, or may modify the order, requirement, decision, or determination appealed from and make such order, requirement, decision, or determination as ought to be made and shall have all the powers of the officer from whom appeal is taken. The presence of four members shall be necessary to constitute a quorum, and the concurring vote of four of the members of the Board present shall be necessary to revise any order, requirement, decision, or determination of any such administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass under this ordinance or to effect any variance in said ordinance.

17.03.9. Fee.

A filing fee of \$500.00 to partially defray expenses of legal publication, administrative and processing costs, shall accompany each application.

(Ord. No. 1830, § 9, 11-19-1985; Ord. No. 2916, § 1(f), 9-16-2003)

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17.03.10. Effect of Appeal.

An appeal shall stay all proceedings of the action appealed from, unless the officer from whom the appeal is taken certifies to the Board, after notice of appeal shall have been filed with him, that, by reason of facts stated in the certificate a stay would, in his opinion, cause imminent peril of life or property. In such case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board or a court of record on application, and on notice to the officer from whom the appeal is taken and on due cause shown.

State Law reference— Board of adjustment, V.T.C.A., Local Government Code § 211.008 et seq.

17.04 Specific Use Permit (SUP).

17.04.1. General.

In addition to the required building permit, the certificate of occupancy and compliance called for in section 17.02, a specific use permit shall be required for certain uses listed in the use groups for which reference is made to a specific use permit being required by the City Council, before a building permit shall be issued.

17.04.2. Application.

Application for a specific use permit shall be made by the property owner and filed in writing with the City Council and shall be accompanied by a site plan.

17.04.3. Site Plan.

The site plan shall show existing improvements on the land and all proposed development of the property. The plan shall be submitted on first quality reproducible material and when possible shall not exceed 36 inches by 48 inches in size. The plot plan shall give the following information:

- Date, scale, north point, title, name of owner, and name of person preparing plan;
- Location of existing boundary lines and dimensions of the tract;
- Centerline of existing watercourses, drainage features, and location and size of existing and proposed streets and alleys;
- Location and size to the nearest one-half foot of all proposed buildings and land improvements;
- Clear designation of areas reserved for off-street parking and for off-street loading; the location and size of points of ingress and egress; and the ratio of parking space to floor space.

17.04.4. Public Hearing.

Such application shall be referred to the planning and zoning commission for hearing, report and recommendations. The planning and zoning commission, after giving written notice as herein required, shall hold a hearing on the application and adopt an order recommending approval of or refusing such application. The applicant or his representative shall appear at the hearing on his application. The planning and zoning commission shall report the results of its hearing and study of said application to the City Council.

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17.04.5. Hearing Procedure.

The City Council shall consider the application and the accompanying site plan. The City Council may approve or deny an application for a specific use permit. In granting a permit, the City Council may impose such requirements and conditions, in addition to those expressly stipulated in this ordinance for the particular use, as it may deem necessary for the protection of adjacent properties and the public interest.

17.04.6. City Council Consideration.

In granting or denying an application for a specific use permit, the City Council shall consider the following factors, among others:

- Safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site.
- Safety from fire hazard, and measures for fire control.
- Protection of adjacent property from flood or water damage.
- Noise producing elements; and glare of vehicular and stationary lights and effects of such lights on established character of the neighborhood.
- Location, lighting and type of signs; and relation of signs to traffic control and adverse effect on adjacent properties.
- Street size and adequacy of pavement width for traffic reasonably expected to be generated by the proposed use around the site and in the immediate neighborhood.
- Adequacy of parking, as determined by requirements of this ordinance for off-street parking facilities in the use district in which the site is located; location of ingress and egress points for parking and off-street loading spaces; and protection of public health by surfacing on all parking areas to control dust.
- Such other measures as will secure and protect public health, safety, morals, and general welfare.
- The compliance with the overall zoning use plan of the city of the proposed use.

(Ord. No. 1198, § 6, 7-6-1976)

17.04.7. Fee.

The filing fee for the specific use permit application shall be \$1,000.00.

(Ord. No. 1830, § 10, 11-19-1985; Ord. No. 2916, § 1(e), 9-16-2003)

17.04.8. Reserved.

17.04.9. Expiration of Specific Permit.

1. Authority to issue building or occupancy permits pursuant to the granting of a specific use permit shall expire 18 months after the granting of the specific permit, except when the following conditions have been met:
2. Building permits have been issued, materials have been acquired, and the foundation of at least one building has been placed on the site; or

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3. Where no construction is required, an occupancy permit has been issued and actual operation of the use has been started.
4. After authority for issuance of a building or occupancy permit, pursuant to the granting of a specific use permit, has expired by default, no building or occupancy shall be issued except upon a new application.

17.04.10. Modification of Site Plan.

1. The site plan as finally approved may be adjusted or altered subsequently when such modification is required by provisions of city ordinances or state statutes which are more restrictive than the zoning regulations, or when the City Council deems a revision in the site plan will provide more appropriate development of the site, provided such proposed change is consistent with the express conditions contained in the permit granted by the City Council and the change will be consistent with the provisions of the Zoning Ordinance. A proposed change shall be presented in writing to the Building Official, and if written specifications are inadequate to describe the proposed revision, a supplementary site plan shall be attached to the application for revision. Such application and site plan shall be handled in the same way as the original application.
2. If the proposed revision is approved by the City Council, the Building Official shall make necessary adjustments in construction permits and shall authorize the holder of the permit to alter construction in accordance with such revision.

17.04.11. Limitation on Reapplication.

No application for a specific use permit which has been disapproved by the City Council shall be again considered either by the City Council or the planning and zoning commission on a petition by an applicant before the expiration of one year from the date of the final action by the City Council.

(Ord. No. 1830, § 6, 11-19-1985)

Section 18. Enforcement

18.01 Violation and Penalty.

Any person, firm or corporation who shall violate any of the provisions of this ordinance or who shall violate or fail to comply with any order or regulation made thereunder, or who shall build in violation of any detailed statement of specification or plans submitted and approved thereunder, or any certificate or permit issued thereunder, shall, for each and every violation and noncompliance respectively be deemed guilty of a misdemeanor and, upon conviction therefor, shall be fined in any sum not less than \$25.00 nor more than \$2,000.00 and each and every day that such violation or noncompliance shall exist shall be deemed a separate offense.

But in case, any person, firm, or corporation violates any of the provisions of this ordinance or the general law or fails to comply therewith, the City of Deer Park, in addition to imposing the penalties above provided, may institute any appropriate action or proceedings in court to prevent, restrain, correct or abate any illegal act, conduct, business, or use, in or about land; and the definition of any violation of the terms of this ordinance as a misdemeanor shall not preclude the City of Deer Park from invoking the civil remedies given it by law in such cases, but same shall be cumulative of and in addition to the penalties prescribed for such violation.

(Ord. No. 1679, § VIII, 11-1-1983)

18.02 Enforcement [official].

It shall be the duty of the Building Official to enforce this ordinance and to refuse to issue any permit for any building or structure or the use of any premises which would violate any of the provisions hereof. Appeal from the decision of the Building Official may be made to the Board of adjustment as provided herein.

Section 19. Amendments

19.01 General.

Reserved.

19.02 Application for Amendment.

Who May Initiate Action.

Amendments may be initiated by the City Council, Planning and Zoning Commission, or by an application of one or more property owners.

Accompanying Data.

An application for an amendment by the property owner shall be filed with the Planning and Zoning Commission upon such forms and accompanied by such data and information as may be prescribed for the purpose by the Planning and Zoning Commission. When applicable, an accurate legal description and map of the land and existing building shall be submitted with the application. It shall be the responsibility of the applicant to indicate any applicable deed restrictions applying to subject property.

(Ord. No. 1715, § VIII, 3-20-1984)

Application Fee.

Each application by a property owner or their (his) designated agents shall be accompanied at the time of filing by a \$1,000.00 fee.

(Ord. No. 1830, § 10, 11-19-1985; Ord. No. 2916, § I(g), 9-16-2003)

Wherever the entire application for alteration or change hereunder is withdrawn before publication of notice is ordered to be given of the hearing before the City Council, the unused portion of the application fee paid shall be refunded to the applicant.

19.03 Attendance at Hearings.

Each application for amendment by a property owner must contain the name of the owner's designated agent or attorney if the owner is to be represented by some other person. The owner, his designated agent or attorney shall attend all public hearings which are required by this section.

(Ord. No. 1830, § 7, 11-19-1985)

19.04 Hearing and Notice; Planning and Zoning Commission.

Upon filing of an application for rezoning or upon the initiating of procedure for an amendment, the Planning and Zoning Commission shall hold a public hearing thereon as provided for herein.

Notice of Public Hearing.

Notice of the time, place, and purpose of a public hearing before the Planning and Zoning Commission shall be given by United States mail and by publication in the official City Newspaper, at least ten days prior to the date of said hearing, and if the amendment proposed changes the classification of any

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property, notice shall also be sent to applicant and to the owners of property any part of which lies within a radius of 200 feet of the property proposed for rezoning or reclassified. For this purpose, the tax records of the City of Deer Park shall be used. Where all property within the 200-foot distance is under the same ownership as the property proposed to be rezoned or reclassified, the owners of all property adjoining said property in the same ownership shall also be notified.

(Ord. No. 1715, § IX, 3-20-1984)

19.05 Action by Planning and Zoning Commission.

At the conclusion of any public hearing, the Planning and Zoning Commission shall submit a report and recommendation on such proposed amendment to the City Council.

19.06 Action by the City Council.

Action on Planning and Zoning Commission Recommendation.

After receipt of a copy of any report and recommendation on any application or amendment, the City Council and the Planning and Zoning Commission shall hold a joint public hearing thereon. Notice of said public hearing shall be given by: (1) one publication in a newspaper of general circulation in the City of Deer Park, not less than 15 days prior to the time fixed for such hearing; and (2) at least 15 days before said hearing; and if the amendment proposed changes the classification of any property, notices are also to be sent by United States mail to applicant and to the owners of property any part of which lies within a radius of 200 feet of the property proposed for rezoning or reclassification. For this purpose, the tax records of the City of Deer Park shall be used. Where all property within the 200 foot distance is under the same ownership as the property to be rezoned or reclassified, the owners of all property adjoining said property in the same ownership shall also be notified. At the conclusion of the joint public hearing, the Planning and Zoning Commission may submit another report and recommendation on such proposed amendment to the City Council.

(Ord. No. 1715, § IX, 3-20-1984; Ord. No. 1830, § 8, 11-19-1985)

Protest.

If a protest is made against proposed change in this ordinance signed by the owners of 20 percent or more of either the area included in such proposed change, or those immediately adjacent in the rear thereof extending 200 feet therefrom, or of those directly opposite thereof extending 200 feet from the street frontage of such opposite lots, such amendment shall not become effective except by the favorable vote of three-fourths of all of the members of the City Council.

After Action by the City Council.

If the City Council votes to adopt an amendment to this ordinance, said amendment shall be filed in the office of the City Secretary.

19.07 Reapplication.

No amendment, or repeal of any section of this ordinance which has been disapproved by the City Council, shall be again considered either by the City Council or the Planning and Zoning Commission on a petition by an applicant before the expiration of one (1) year from the date of the final action by the City Council.

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Section 20. Zoning Definitions

20.01 Terms and Words Defined.

For the purpose of this Zoning Ordinance, certain terms and words are to be used and interpreted as defined hereinafter. Words used in the present tense shall include the future tense; words in the singular number include the plural and words in the plural number include the singular, except where the natural construction of the writing indicates otherwise. The word shall is mandatory and not discretionary. The following are the Zoning Ordinance definitions.

1. Abandonment
To cease or discontinue a use or activity, but excluding temporary or short-term interruptions to a use or activity during periods of remodeling, maintaining, or otherwise improving or rearranging a facility, or during normal periods of vacation or seasonal closure.
2. Abutting
Adjacent, adjoining and contiguous to. It may also mean having a lot line in common with a ROW or easement, or with a physical improvement such as a street, waterline, park, or open space.
3. Access
A means of approaching or entering a property, or the ability to traverse a property (such as in the use of the phrase “pedestrian access easement”).
4. Accessory Building
 - a. In a residential district, a subordinate building used for a purpose customarily incidental to the main structure, but not involving the conduct of a business.
 - b. In a nonresidential district, a subordinate building incidental to the main structure.
 - c. Any structure, either attached or detached from the main dwelling, the use of which is incidental to that of the main structure and located on the same lot.
 - d. Accessory structures include, but are not limited to patio covers, arbors, gazebos, cabanas, outdoor kitchens and/or recreational fire enclosures, trellis, and structures/sheds or the like. A permit is required for all accessory structures.
5. Accessory Use
A use that is clearly and customarily incidental and secondary to the permitted and Principal Use of land or building(s), and that is located upon the same lot, and that does not change the character thereof. The land/building area that is used for the accessory use is significantly less than that used for the primary use.
6. Acts of Nature
An extraordinary interruption by a natural cause (such as a flood, tornado, hurricane, or earthquake) of the usual course of events that experience, prescience, or care cannot reasonably foresee or prevent.
7. Adjoining
When used with respect to lots, properties, premises, districts, or other terms denoting land areas, having any portion of its perimeter in common with another lot, property, premises or district.
8. Adult Day-Care Services
A facility that provides services under an Adult Day Care Program on a daily or regular basis, but not overnight, to four or more elderly or handicapped persons who are not related by blood,

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marriage, or adoption to the owner of the facility. Adult Day Services Center (also referred to as Adult Day Care Centers) must be licensed by the Texas Department of Human Services.

9. Agent
Any person authorized by the licensee of a recreational park to operate or maintain such park under the provisions of this chapter.
10. Agricultural Use
Land where the production, keeping, or maintenance for sale, lease, or personal use of plants and animals useful to man, including, forages and sod crops; grains and seed crops, dairy animals, poultry and livestock, including but not limited to ostriches, emus, buffalos, beef cattle, sheep, goats, mules, horses, and ponies.
11. Air-Conditioning and Warm Air Heating Equipment and Commercial and Industrial Refrigeration Equipment Manufacturing
This industry comprises establishments primarily engaged in (1) manufacturing air-conditioning (except motor vehicle) and warm air furnace equipment and/or (2) manufacturing commercial and industrial refrigeration and freezer equipment. Uses include air-conditioning and warm air heating combination units manufacturing, humidifying equipment (except portable) manufacturing, air-conditioning compressors (except motor vehicle) manufacturing, refrigerated counter and display cases manufacturing, air-conditioning condensers and condensing units manufacturing, refrigerated drinking fountains manufacturing, dehumidifiers (except portable electric) manufacturing, snow making machinery manufacturing, heat pumps and manufacturing, soda fountain cooling and dispensing equipment manufacturing.
12. Aircraft Engine and Engine Parts Manufacturing
This industry comprises establishments primarily engaged in one or more of the following:
 - a. Manufacturing aircraft engines and engine parts;
 - b. Developing and making prototypes of aircraft engines and engine parts;
 - c. Aircraft propulsion system conversion (i.e., major modifications to systems); and
 - d. Aircraft propulsion systems overhaul and rebuilding (i.e., periodic restoration of aircraft propulsion system to original design specifications).
13. Aircraft Parts and Auxiliary Equipment Manufacturing
This industry comprises establishments primarily engaged in (1) manufacturing aircraft parts or auxiliary equipment (except engines and aircraft fluid power subassemblies) and/or (2) developing and making prototypes of aircraft parts and auxiliary equipment. Auxiliary equipment includes such items as crop dusting apparatus, armament racks, in-flight refueling equipment, and external fuel tanks.
14. Alcoholic Beverage Establishment
Any establishment that derives 51 percent or more of its gross revenue on a quarterly basis from the sale or service of alcoholic beverages, as defined in the Texas Alcoholic Beverage Code, as amended, for on-premise consumption.
15. Alcoholic Beverages Sales for On-Premises Consumption
Any sales of alcoholic beverages for premises consumption.
16. Alcoholic Beverages Sales for Off-Premises Consumption
Any sales of alcoholic beverages for off-premises consumption.
17. All-Weather Surfaced Driveway
A paved or cast-in-place, asphalt, or concrete driveway.
18. Alley

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A public ROW, not intended to provide the primary means of access to abutting lots, which is used primarily for vehicular service access to the back or sides of properties otherwise abutting on a street.

19. All-weather base/surface

A dust-free surface constructed of concrete or asphalt.

20. Amenity Center

A recreational facility, including, but not limited to, clubhouse, swimming pool, play area, operated for the exclusive use of private residents or neighborhood groups and their guests, and not the general public.

21. Ambulance Service

A privately-owned facility for the dispatch, storage, and maintenance of emergency medical care vehicles.

22. Amortization

Discontinuance of a nonconforming use of land or structure under any plan whereby the full value of the structure and facilities can be scheduled within a definite period of time to conform to the regulations of this Zoning Ordinance.

23. Amusement, Commercial (indoors)

An amusement enterprise wholly enclosed in a building that is treated acoustically so that noise generated by the enterprise is not perceptible at the bounding property line and including, but not limited to, a climbing wall center or billiard parlor.

24. Amusement, Commercial (outdoors)

An amusement enterprise offering entertainment or games of skill to the general public for a fee or charge wherein any portion of the activity takes place in the open including, but not limited to, a golf driving range, archery range and miniature golf course.

25. Antique Shop

An establishment offering for sale, within a building, articles such as glass, china, furniture or similar furnishing and decorations that have value and significance as a result of age, design and sentiment.

26. Art Gallery or Museum

An institution for the collection, display, distribution of objects of art, and that is sponsored by a public or quasi-public agency, and is open to the general public.

27. Art Supply Store

An establishment within a building offering for sale articles such as painting supplies, picture framing, brushes, artist easels, canvas, or similar supplies for various art forms.

28. Apartment

A suite of rooms or a room arranged and intended as a place of residence of a single person, a single family or a group of individuals living together as a single housekeeping unit, and equipped for the preparation of food.

29. Apartment, efficiency

An apartment consisting of not more than one habitable room, together with kitchen or kitchenette and sanitary facilities.

30. Apartment hotel

Any building containing both apartments and rooming units in some combination, having a desk or lobby attended 24 hours a day, and providing some services customary and appropriate to a hotel, such as maid and room service, but not having any public meeting room.

31. Appliance Rental

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Generally a store where household appliances are rented or leased on a monthly payment plan.

32. Applicant

The person or entity responsible for the submission of an Application. The Application must be the actual owner of the property for which an Application is submitted, or shall be a duly authorized representative of the property owner. Also see Developer.

33. Application

The package of materials, including but not limited to an Application Form, Plat, completed checklist, tax certificate, Construction Plans, special drawings or studies, and other informational materials, that is required by the City to initiate review and approval of a development project.

34. Application Form

The written form (as provided by and as may be amended by the Director of Public Works or other designee) that is filled out and executed by the Applicant and submitted to the City along with other required materials as a part of an Application.

35. Approval

- a. Approval constitutes a determination by the official, Board, commission or City Council responsible for such determination that the Application is in compliance with the minimum provisions of this Zoning Ordinance.
- b. Such approval does not constitute approval of the engineering or surveying contained in the plans, as the design engineer or surveyor that sealed the plans is responsible for the adequacy of such plans.

36. Armed Services Recruiting Center

An office space occupied by a U.S. Army, Navy, Air Force, Marine, Coast Guard, and/or Merchant Marine recruiting center where phone calls are made, letters are written and mailed, and possible recruits are interviewed and enlisted in one of the service branches.

37. Arterial Street

- a. A street (also referred to as a thoroughfare) designated within the Comprehensive Plan.
- b. A principal traffic way more or less continuous across the **City** or areas adjacent thereto, intended primarily to provide for the movement of through traffic, and that shall act as a principal connecting street with highways as indicated in the Comprehensive Plan.

38. Articulation

The visual variation to both the height and depth dimensions of a building through the use of materials, colors, fenestration and details.

39. Artificial barrier

Any fence, hedge, shrub fence or hedge, a minimum of six feet in height and obstruction view to the extent of 100 %.

40. Artisan's Workshop

An establishment used for the preparation, display, and sale of individually crafted artwork, jewelry, furniture, sculpture, pottery, leather-craft, hand-woven articles, and related items.

41. Assisted Living/Nursing Home

A facility operated by a business or non-profit organization where ill or elderly people are provided with lodging and meals, with or without nursing care.

42. Automobile Body Shop

A facility that provides collision repair services, including body frame straightening, replacement of damaged parts, and painting.

43. Automobile or Other Motorized Vehicle Sales and Services

A business providing sales display and service of new and used motorized vehicles, including motorcycles, RVs, and boats – not including semi-truck or heavy truck sales.

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44. Automobile Parts Store
Stores selling new automobile parts, tires, and accessories.
45. Automobile Rental
Storing or renting of automobiles and light trucks.
46. Automobile Service Garage (Major)
A facility for the general repair, rebuilding, or reconditioning of engines, motor vehicles, or trailers, or providing collision services including body, frame, or fender repair, and overall painting, where all work is conducted inside the building.
47. Automobile Service Garage (Minor)
A facility for routine automobile services or minor repairs, such as tire services, quick-lubes, batteries, with all work being conducted inside the building and within the same day.
48. Automobile service station
An establishment where gasoline, stored only in underground tanks, is dispensed directly to users of motor vehicles. The following activities are permitted as accessory uses to an automobile service station: the dispensing of oil, grease, antifreeze, tires, batteries, and automobile accessories directly to users of motor vehicles; tuning motors, making minor wheel and brake adjustments, waxing, polishing, and other minor servicing and repair; and washing of automobiles, provided that no chain conveyor, blower, steam cleaner or other mechanical device is employed. All other activities shall be prohibited, including, but not limited to: upholstering work, auto glass work, painting, welding, tire recapping, auto dismantling, auto sales, diesel fuel sales, and trucker's dormitories.
49. Bail Bond Services
A bail bond service or bondsman is any person or corporation that will act as a surety and pledge money or property as bail for the appearance of a criminal defendant in court.
50. Bakery (Retail)
An establishment primarily engaged in the retail sale of baked products for consumption off-site. The products may be prepared either on or off-site.
51. Ballroom Dancing
An establishment open to the general public for dancing.
52. Bank or Financial Institution
A freestanding building, with or without a drive-up window, for the custody, loan, or exchange of money; for the extension of credit; and for facilitating the transmission of funds.
53. Barber or Beauty Shop
A fixed establishment or place where one or more persons engage in the practice of barbering or cosmetology.
54. Base Flood
The regulatory requirement for the elevation or floodproofing of structures.
55. Basement
A story (or portion of a story) partly below curb level, with at least one-half of its height (measured from floor to ceiling) above curb level. On through lots, the curb level nearest to a story (or portion of a story) shall be used to determine whether such story (or portion of a story) is a basement.
56. Bed and Breakfast Inn
An owner or operator occupied residence with bedrooms providing overnight or otherwise temporary lodging for the general public for 96 hours or fewer. Typically, breakfast is the only meal served to guests.
57. Bike (Bicycle) Sales and Service
A facility where bicycles are assembled and sold, or repaired and serviced.

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58. ~~Block Face~~
~~The portion of a Block that abuts a street.~~
59. ~~Block Length~~
~~The length of the Block Face between two intersections.~~
60. Board; Board of Adjustment
The Board established pursuant to state law to hear appeals, variances, special exceptions and other matters under this chapter.
61. Boarding or Rooming House
A building other than a motel or hotel where, for compensation and by prearrangement for definite periods, meals or lodging are provided for three or more persons, but not to exceed eight persons.
62. Book Store
A retail establishment that, as its primary business, engages in the sale, rental, or other charge-for-use of books, magazines, newspapers, greeting cards, postcards, videotapes, computer software, or any other printed or electronically conveyed information or media.
63. Bookbinding
An establishment that practices the art or trade of binding books, but not to include the retail sale of books.
64. Bottling Works
An establishment that engages in the business of placing liquids (soft drinks, milk, juices, etc.) in bottles made of glass or plastic.
65. Bowling Alley
An establishment that devotes more than 50 % of its gross Floor Area to bowling lanes, equipment, and playing area. A bowling alley is wholly enclosed in a building that is treated acoustically so that noise generated by the enterprise is not perceptible at the bounding property line.
66. Brewery
An industrial use that brews ales, beers, meads, and/or similar beverages on site. Breweries are classified as a use that manufactures more than 15,000 barrels of beverage annually (all beverages combined)
67. Buffer zone
An area 150 feet in width adjacent to the ROW of all improved or open streets or residentially zoned areas which abut any shipping container storage yard. A buffer zone may be landscaped or used for buildings or parking area, but no shipping containers are to be stored thereon.
68. Buildable width or buildable depth
The width or depth respectively of that part of the lot not included within the yards or other open spaces herein required.
69. Building
Any structure built for support, shelter or enclosure of persons, animals, personal property, records or other movable property and when separated in a manner sufficient to prevent fire, each portion of such building shall be deemed a separate building.
70. Building Height
The vertical distance from natural ground to the average height of the highest roof surface.
71. Building Line
The rear line of a required front yard and the interior line of a required exterior side yard.
72. Building, Mixed-use
A building used partly for residential use and partly for commercial use and/or community facility use.

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73. Bulk Plane
An imaginary enclosure restricting the height of a building or buildings on a lot.
74. Bulk warehouses
(Full dock high/multi-tenant.) When considered as one facility, the minimum size of warehouse shall total 20,000 SF and stored material shall be reshipped the same way that it arrived.
75. Building Official
The Building Official of the City of Deer Park or his/her designee.
76. Building Permit
A permit issued by the City before a building or structure is started, improved, enlarged or altered as proof that such action is in compliance with the city code.
77. Building Setback Line
The line within a property defining the minimum horizontal distance between a building or other structure and the adjacent street ROW/property line.
78. Cabinet Shop
A wood shop that does layouts, cutting, fitting and assembly of residential and commercial cabinets.
79. Camping trailer
A recreational vehicle that is mounted on wheels and constructed with collapsible partial side walls that fold for towing by another vehicle and unfold for use. Such trailer is built on a single chassis mounted on wheels. Camping trailers are not allowed.
80. Carport
A private garage which has no doors for the vehicular entrance and is walled on no side other than a side shared in common with the principal building. A carport may be either a part of a principal building or it may be a separate building.
81. Car Wash, Full Service
A facility where a customer can have a motorcycle, automobile and light load vehicle washed in exchange for financial consideration.
82. Car Wash, Self Service
A facility, typically coin operated, used by the customer to wash motorcycles, automobiles and light load vehicles.
83. Carnival, Circus or Tent Service (Temporary)
Outdoor or indoor commercial amusement provided on a temporary basis.
84. Carpentry Shop
A shop involving woodworking and the assembly of wood products.
85. Caterer or Wedding Service
A service providing meals or refreshments for public or private entertainment for a fee.
86. Cement or Hydrated Lime Plant
A plant that manufactures cement and/or hydrated lime for use in the construction industry, for the making of concrete mortar or plaster.
87. Cemetery or Mausoleum
Property used for the interring of the dead.
88. Centerline of street or alley
A line midway between the boundary ROW lines of a street or alley. Where the boundary ROW lines are irregular, the centerline shall be determined by the City Engineer.
89. Ceramic and Pottery Manufacturer
Manufacturing site for ceramic and pottery goods, including dust, odor, and fume control.
90. Certificate of Occupancy and Compliance

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An official certificate issued by the City through the Building Official (in conjunction with a Building Permit) that indicates conformance with the City's rules and regulations and that authorizes legal use of the premises.

91. Child-Care: Foster Family Home (Independent)
A single independent home that is the primary residence of the foster parents and licensed to provide care for six or fewer children up to the age of 18 years.
92. Child-Care: Foster Group Home (Independent)
A single independent home that is the primary residence of the foster parents and licensed to provide care for seven to 12 children up to the age of 18 years.
93. Child-Care: Licensed Child-Care Center
An operation providing care for seven or more children younger than 14 years old for less than 24 hours per day at a location other than the permit holder's home.
94. Child-Care: Licensed Child-Care Home
A home where the primary caregiver provides care in the caregiver's own residence for children from birth through 13 years. The total number of children in care varies with the ages of the children, but the total number of children in care at any given time, including the children related to the caregiver, must not exceed 12.
95. Child-Care Listed Family Home
A home where the caregiver is at least 18 years old, and who provides care in her own home for compensation, for three or fewer children unrelated to the caregiver, ages birth through 13 years. Regular care is provided, which is care provide for at least four hours a day, three or more days a week, and more than nine consecutive weeks. The total number of children in care, including children related to the caregiver, may not exceed 12.
96. Child Care: Registered Child-Care Home
A home where a caregiver who provides regular care in her own home for not more than six children from birth through 13 years. Child day care can be provided for six additional school-aged children before and after the customary school day. The total number of children in care at any given time, including the children related to the caregiver, must not exceed
97. Church
A building, together with its accessory buildings and uses, where persons regularly assemble for religious worship, and which building, together with its accessory buildings and uses, is maintained and controlled by a religious body organized to sustain public worship.
98. Cigar Lounge
A business that sell a variety of cigars. It may also sell other tobacco products such as pipe tobacco or cigarettes, but this would generally be a minor part of their sales. They may also sell other tobacco accessories such as lighters, cigar boxes and containers, as well as cigar cutters and punches. In addition, this business may contain a lounge where persons can go to smoke cigars.
99. City
The City of Deer Park, Texas, together with all its governing and operating bodies.
100. City Attorney
The person(s) so designated by the City Council to provide oversight for and have legal responsibility for the City. This term shall also include any designee of the City Attorney.
101. City Council
The duly elected governing body of the City of Deer Park, Texas.
102. City Manager

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The officially appointed and authorized City Manager of the City of Deer Park, Texas, and may include the City Manager's duly authorized representative or designee, per the City Manager's discretion.

103. City Secretary

The person(s) so designated by the **City** to provide clerical and official services for the City Council. This term shall also include any designee of the **City Secretary**.

104. City's Engineering Services Director

The person(s) so designated by the **City** to provide oversight for and have responsibility of the City's Engineering Department. This term shall also include any designee of the City's Engineering Services Director.

105. Civic/Convention Center

A building or complex of buildings used for cultural, recreational, athletic, convention, or entertainment purposes.

106. Clinic

An establishment or offices in which a group of physicians, dentists, or other practitioners of the healing arts, and allied professional assistants are associated for the purpose of diagnosing and treating ill or injured persons. A clinic may include a medical or dental laboratory, but may not include facilities for providing room or board for patients, nor may a clinic include offices or facilities for veterinarians.

107. Club, private

Any building, room, or premises occupied collectively by an association of persons for the promotion of some nonprofit common objective, which association operates under bylaws, is limited in membership, meets periodically, is controlled by a person or persons elected by the membership, does not have as a principal function one which is customarily carried on as a business, and whose facilities are available only to members and their guests and are not leased except to members for the use of said member and his guests.

108. Club, semiprivate

Any building or portion thereof providing private dining, meeting, or similar social facilities which are restricted by membership or occupancy, which are not ordinarily open to the public at large, and which are operated partly or entirely for commercial purposes.

109. Clothing or Similar Light Manufacturing

A business that buys bolts of cloth or fabric, cuts from patterns and sews into finished shirts, pants, dresses, and other pieces of clothing.

110. Collector Street

A street that is continuous through several residential districts and is intended as a connecting street between residential districts and Arterial Streets, highways or business districts, and that may serve both through-traffic and local access functions.

111. College or University

An academic institution of higher learning, accredited or recognized by the State, and offering a program of series of programs of academic study.

112. Computer and Peripheral Equipment Manufacturing

Means establishments primarily engaged in manufacturing and/or assembling electronic computers, such as mainframes, personal computers, workstations, laptops, and computer servers; and computer peripheral equipment, such as storage devices, printers, monitors, input/output devices and terminals.

113. Commission

The **Planning and Zoning Commission** of the City of Deer Park.

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114. Common Access Route
A private way which affords the principal means of access to individual recreational vehicle spaces or auxiliary buildings in a recreational vehicle park.
115. Community Center
A building dedicated to social or recreational activities, serving the City or neighborhood and owned and operated by the City, or by a non-profit organization to promoting the health, safety, and general welfare of the City.
116. Community Group Home
A community-based residential home with not more than six (6) persons with disabilities and two (2) supervisors residing in the home, and that otherwise meets the requirements of the Community Homes for Disabled Persons Location Act (*Chapter 123 of the Human Resources Code*).
117. Community Parks
Larger parks that may provide athletic fields, swimming pools, recreation centers, tennis courts, open areas, etc.
118. Concrete Block and Brick Manufacturing
Establishments primarily engaged in manufacturing concrete block and brick.
119. Concrete or Asphalt Batching Plant, Permanent
Permanent manufacturing facility for the production of concrete or asphalt.
120. Concrete or Asphalt Batching Plant, Temporary
A temporary manufacturing facility for the on-site production of concrete pipe and other concrete products, excluding concrete block and brick.
121. Concrete Pipe Manufacturing
This industry comprises establishments primarily engaged in manufacturing concrete pipe and other concrete products excluding concrete block and brick.
122. Consignment Store
A store that receives merchandise on consignment from individuals and places for resale.
123. Construction Machinery Manufacturing
This industry comprises establishments primarily engaged in manufacturing construction machinery, surface mining machinery, and logging equipment such as backhoes and manufacturing, pile-driving equipment manufacturing, bulldozers manufacturing, portable crushing, pulverizing, and screening machinery manufacturing, construction and surface mining-type rock drill bits manufacturing, powered post hole diggers manufacturing, construction-type tractors and attachments manufacturing, road graders manufacturing, off-highway trucks manufacturing, surface mining machinery manufacturing.
124. Construction Plans
A set of drawings and/or specifications, including paving, water, wastewater, drainage, or other required plans, submitted to the City for review in conjunction with a subdivision or a development.
125. Contractor's Shop and/or Storage Yard
A building, part of a building, or land area for the construction or storage (inside or out) of materials, tools, products, and vehicle fleets.
126. Copy Shop or Printing Shop
An establishment that reproduces, in printed form, individual orders from a business, profession, service, industry or government organization and occupies less than 4,000 SF.
127. Country Club
An area containing a golf course and club house that may include as adjunct facilities a dining room, private club, swimming pool, cabanas, tennis courts and similar service and recreational facilities for the members.

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128. County
Harris County.
129. Courtyard
An open unoccupied space other than a yard, on the same lot with a building that is bounded on three (3) or more sides by the building.
130. Credit Access Business
A Credit Access Business has the meaning given that term in Section 3.93.601 of the Texas Finance Code.
131. Crosswalk Way
A public ROW, four (4) feet or more in width between property lines that provides pedestrian circulation.
132. Cul-de-sac
A short, residential street having but one vehicular access point to another street, and terminating by a vehicular turnaround.
133. Dance Hall or Night Club
An establishment offering to the general public facilities for dancing and entertainment for a fee.
134. Dance, Music, or Drama Studio
Studio for performing arts education or similar activities.
135. Date of Adoption
The date of adoption of this Zoning Ordinance shall be the date this ordinance becomes effective date.
136. Day nursery
A private agency or an institution which provides supplemental parental care on a regular basis for a group of children and which complies with the conditions set forth in Section 8.04.
137. Design Transfer Manufacturing and Wholesale Shops
An establishment whose business involves the placing and/or transferring of photographs, logos, or other designs onto articles of clothing, backpacks or other articles. This use applies to the manufacture of articles for wholesale purposes, only, and may include embroidery of names, logos or other text. This use generally includes catalog sales. Retail sales with display areas are permitted as a secondary use. This use typically involves the preparation of custom artwork, and is for the mass production of articles. Although silk screening is typically employed for this use, heat transfer, Direct-To-Garment (DTG) and / or similar equipment are also acceptable.
138. Developer
a. A person or entity, limited to the property owner or duly authorized representative thereof, who proposes to undertake or undertakes the division, developments, or improvement of land and other activities covered by this Zoning Ordinance.
b. The word Developer is intended to include the terms Subdivider, property owner, and, when submitting platting documents, Applicant.
139. Development
Any manmade change is improved or unimproved real estate, including but not limited to buildings and/or other structures, paving drainage, utilities, storage, and agricultural activities.
140. Development Application
An Application, developed and updated by the Director of Public Works or other designee, for any type of plan, permit, plat or Construction Plans/drawings authorized or addressed by this Subdivision Ordinance. Also may be referred to as a permit within the Texas Local Government Code, Chapter 245.
141. Discount or Department Store

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Retail store generally advertising reduced prices and dealing in a large variety of products including, but not limited to clothing. May include appliances, electronics, and limited packaged food products.

142. Distance between structures

The shortest horizontal distance measured between the vertical walls of two structures, as herein defined.

143. Distribution Center

Building or facility used for the storage and distribution of wholesale items/products.

144. Donation or Recycling Collection Point

An incidental use that serves as a neighborhood drop-off point for and temporary storage of donations and/or recoverable resources. No processing of such items occurs on-site and the site functions solely as an area of collecting materials. This facility is generally located in a shopping center parking lot or in a public/quasi-public areas such as in churches and schools.

145. Donut Shop

A shop that sells baked goods, such as pastry items, and donuts, generally sells beverages, and frequently provides a small amount of seating for patrons.

146. Drapery or Furniture Upholstering Shop

An establishment for the production, display and sale of draperies and soft coverings for furniture.

147. Driveway

A minor entrance-way off the common access route within the recreational vehicle park or from a public street into an off-street parking area one or more recreational vehicle spaces.

148. Dwelling

Any building or portion thereof occupied or capable of being occupied as the residence of one or more persons, either permanently or transiently, but does not include a tent or vacation trailer.

149. Dwelling, two-family

A dwelling containing only two separate dwelling units, each of which has an independent entrance.

150. Dwelling, Multi-Family

Any building, or portion thereof, that is designed, built, rented, leased or let to be occupied as three or more dwelling units or apartments, or that is occupied as a home or place of residence by three or more families living in independent and separate housekeeping units.

151. Dwelling, Single-Family (attached – duplex)

A building designed for occupancy for two (2) families living independently of each other. A two family attached unit (also known as a duplex) has a lot line dividing the building and separating the building's two (2) dwellings units onto two (2) separate lots.

152. Dwelling, Single-Family (attached – townhouse)

A dwelling that is joined to another dwelling at one or more sides by a party wall or abutting separate wall, and that is designed for occupancy by one family and is located on a separate lot delineated by front, side and rear lot lines.

153. Dwelling, Single-Family (detached)

A dwelling designed and constructed for occupancy by one family and located on a lot or separate building tract and having no physical connection to a building located on any other lot or tract and occupied by one family.

154. Dwelling Unit

A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

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155. Easement, Common Access
An easement created for the purpose of providing vehicular or pedestrian access to a property.
156. Educational Services Office
A business involved in providing educational training or tutoring in an office environment.
157. Electrical Energy Generating Plant
A facility or structure where electrical (high voltage) energy is generated.
158. Electrical Equipment Manufacturing
This industry comprises establishments primarily engaged in manufacturing power, distribution, and specialty transformers; electric motors, generators, and motor generator sets; switchgear and switchboard apparatus; relays; and industrial controls.
159. Electrical Power Substations
A part of the electrical distribution system with the primary function to transform electrical voltage, includes transformer stations and switching stations.
160. Engine, Turbine, and Power Transmission Equipment Manufacturing
This industry comprises establishments primarily engaged in manufacturing turbines, power transmission equipment, and internal combustion engines (except automotive gasoline and aircraft).
161. Engineer
A person duly authorized under the provisions of the Texas Engineering Practice Act, as heretofore or hereafter amended, to practice the profession of engineering and who is specifically qualified to design and prepare construction plans and specifications for public works improvements.
162. Equestrian Center
An improved area, lighted and generally fenced, of at least thirty feet (30') in width or length within which equestrian activities involving horse riding or driving occurs. Also includes boarding stables.
163. Equipment Rental (Heavy)
An establishment that rents large equipment and machinery such as compressors, backhoes, front-end loaders, rolled compactors, generators, tree coppers, trailers, bulldozers, trenching machines, sky lifts, tractors, and dump trucks. This equipment can be self-propelled or because of its size must be hauled or towed. The equipment is generally stored outside. This use may involve the starting and running of machinery.
164. Equipment Repair Shop
Business providing basic repair services for mechanical equipment.
165. Exterminating Company
A business providing services for the extermination of rodents and insects.
166. Family
A person living alone, or any of the following groups living together as a single nonprofit housekeeping unit and sharing common living, sleeping, cooking, and eating facilities:
a. Any number of people related by blood, marriage, adoption, guardianship, or other duly authorized custodial relationship;
b. Four unrelated people; and
c. Two unrelated people and any children (including adopted children) related to either of them.
167. Farmer's Market
An occasional or periodic market held in an open area or in a structure where groups of individual sellers offer for sale to the public such items as fresh produce, seasonal fruits, fresh flowers, arts and crafts items, and food and beverages (but not to include second-hand goods) dispensed from booths located on-site.

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168. Fee Schedule
A separate document listing fees for various city applications, prepared by the City Manager or designee and approved by City Council and which may be amended periodically.
169. Feed Store
An establishment engaged in retail sale of supplies directly related to the day-to-day activities of agricultural production.
170. Fencing
A masonry, wood fence or opaque fencing pre-approved by the department of public works.
171. Fifth Wheel Trailer
A recreational vehicle designed to be towed by a motorized vehicle that contains a towing mechanism that is mounted above or forward of the tow vehicle's rear axle.
172. Firearms Sales Establishment
An establishment having at least 25 % of its gross floor area used for the sale of firearms, ammunition and ammunition components, and hunting or shooting equipment.
173. Flood Plain
An area of land subject to inundation by a 100-year frequency flood as determined using standard engineering practices and generally as shown on the Flood Insurance Rate Map (FIRM) of the City.
174. Floodway
The channel of the river, creek or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.
175. Floor Area
The floor area within the inside perimeter of the exterior walls of the building under consideration, exclusive of vent shafts and courts, without deduction for corridors, stairways, closets, the thickness of interior walls, columns or other features. The floor area of a building, or portion thereof, not provided with surrounding exterior walls shall be the usable area under the horizontal projection of the roof or floor above. The gross floor area shall not include shafts with no openings or interior courts.
176. Florist
Retail business whose principal activity is the selling of plants that are not grown on the site and whose business is conducted within an enclosed building.
177. Food Processing Plant
A building or plant that uses special processes, treatments or blending of foods to achieve a specified result. Not a distribution center.
178. Front Façade
A façade directly visible from any public street or main circulation drive and the façade used as the primary entrance to the building.
179. Frontage
All the property abutting on one (1) side of the street, or between two (2) intersecting streets, measured along the street line.
180. Funeral Home or Mortuary
Establishment engaged in undertaking services such as preparing the dead for burial, and arranging and managing funerals.
181. Furniture Repair and Upholstering Shop
A business that repairs and replaces upholstery to household and office furnishings; does not include motor vehicle upholstery or repair.

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182. Garage, Private (attached)
A garage that has one or more walls common with the principal building on a lot or that is attached to the principal building by an enclosed porch, or passage way, the roof of which is part of an extension of the roof of the principal building and for the purpose of the height and area regulations of this Zoning Ordinance such a garage is to be considered a part of the principal building.
183. Garage, Private (detached)
A garage existing separate and apart from the main building, but situated on the same lot, tract or parcel of land with the main building.
184. Garage, Storage
A building or portion thereof, other than a private garage, used exclusively for parking or storage or self-propelled vehicles, but with no other services provided, except facilities for washing.
185. Gas or Oil Well Operation
Places primarily devoted to subsurface mining of gas or oil. Typical uses are gas and oil drilling operations. Regulations for gas or oil well operation can be found in the city code.
186. Gasoline Self-Service Pumps Only
Any lot or parcel of land or portion thereof used partly or entirely for storing or dispensing flammable liquids, combustible liquids, liquefied flammable gas, or flammable gas into the fuel tanks of motor vehicles. This use addresses the presence of self-service pumps only and does not include any related buildings, such as associated convenience store or service station.
187. Gasoline Filling or Service Station
Any lot or parcel of land or portion thereof used partly or entirely for storing or dispensing flammable liquids, combustible liquids, liquefied flammable gas, or flammable gas into the fuel tanks of motor vehicles.
188. Golf Course
A private or public tract of land laid out with at least nine holes for playing a game of golf and improved with tees, greens, fairways, and hazards. A golf course includes a clubhouse and shelters as accessory uses.
189. Grade
The average of the finished ground level at the center of all walls of a building. In case any wall is parallel to and within five feet of a sidewalk, grade shall be the sidewalk level.
190. Grade Plan
A reference plane representing the average of finished ground level adjoining the building at exterior walls.
191. Greenhouse
A glass or plastic covered house devoted to the protection or cultivation of tender plants.
192. Grocery Store
A retail establishment primarily selling prepackaged and perishable food as well as other convenience and household goods.
193. Guest House/Servants' Quarters
Living quarters operated as an incidental/accessory use that is either attached or detached from the principal residence and used without renting or leasing as a residence by either guests or persons employed to provide domestic services to the occupants of the principal residence.
194. Guestroom

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A rooming unit of only one room. If a guestroom contains sleeping facilities for more than two persons, the accommodations for each two persons or fraction thereof shall be considered as a separate guestroom for density purposes only.

195. Gun Club, Skeet or Target Range (Indoor)

The use of a structure for archery and/or the discharging of firearms indoors for the purpose of target practice or competition.

196. Gun Club, Skeet or Target Range (Outdoor)

The use of land for archery and/or the discharging of firearms outdoors for the purpose of target practice or competition.

197. Gym or Health/Fitness Center

A facility where members or nonmembers use equipment or space for the purpose of physical exercise.

198. Gymnastic Studio

A building or portion of a building used as a place of work for a gymnast or dancer or for instructional classes in gymnastics or dance.

199. Handcraft Shop

A shop where handcrafted art objects are made and displayed for sale.

200. Health center

A center operated by a governmental agency or eleemosynary organization for the examination, consultation, and referral of human medical patients, and where therapeutic treatment is limited to first aid and the dispensing of drugs and medicines.

201. Heliport or Helistop

An area designed to be used for the landing or takeoff of helicopters including operations facilities, such as maintenance, loading and unloading, storage, fueling, or terminal facilities.

202. Hobby Shop

A retail shop that sells materials and supplies to person typically used for the making of arts and crafts, including models.

203. Home-Based Business

A business, occupation, or profession conducted within a residential dwelling unit by the resident thereof.

204. Homeowners' or Property Owners' Association

A formal nonprofit organization operating under recorded land agreements through which:

- a. Each lot and/or property owner in a specific area is automatically a member; and
- b. Each lot or property interest is automatically subject to a charge for a proportionate share of the expense for the organization's activities, such as the maintenance of common property; and
- c. The charge if unpaid, becomes a lien against the nonpaying member's property.

205. Hospital

An institution for inpatient diagnosis, care, and treatment of human illness on both an emergency and a general basis, together with its related facilities which are incidental and subordinate to, and an integral part of the operation of the hospital.

206. Hospital, Acute Care

An institution where sick or injured patients are given medical or surgical treatment intended to restore them to health and an active life, and that is licensed by the State of Texas.

207. Hospital, Chronic Care

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An institution where those persons suffering from illness, injury, deformity, deficiency or age are given care and treatment on a prolonged or permanent basis, and that is licensed by the State of Texas.

208. Hotel

An establishment offering lodging to the transient public for compensation.

- a. A Hotel is distinguished from motel, motor hotel, or tourist court, in that access to the majority of the guest rooms is through a common entrance and lobby.
- b. A Hotel is a nonresidential use.

209. Improvement

Any man-made fixed item that becomes part of or placed upon real property, see also public improvement.

210. Industrial equipment rental

The rental of any equipment, machinery, or containers that can be used for industrial use.

211. Industrial Truck, Tractor, Trailer and Stacker Machinery Manufacturing

This industry comprises establishments primarily engaged in manufacturing industrial trucks, tractors, trailers, and stackers (i.e., truck-type) such as forklifts, pallet loaders and unloaders.

212. Industrialized (Commercial) Building

Includes the following:

- a. A commercial structure that is constructed in one or more modules or constructed using one or more modular components built at a location other than the permanent commercial site, and that is designed to be used as a commercial building when the modules or modular components are transported to the permanent commercial site and are erected or installed on a permanent foundation systems.
- b. The term includes the plumbing, heating, air-conditioning, and electrical systems.
- c. The term does not include any commercial structure that is in excess of three stories or 49 feet in height as measured from the finished grade elevation at the building entrance to the peak of the roof.

213. Industrialized Housing

See **Industrialized Home**.

214. Infrastructure

All streets, alleys, sidewalks, storm drainage, water, and wastewater facilities, utilities, lighting, transportation, and other facilities as required by the City.

215. Internal Street

Same as common access route.

216. Jewelry Manufacturing or Assembly

A facility for manufacturing or assembling jewelry.

217. Junkyard

A place where waste, discarded, or salvaged materials are bought, sold, exchanged, baled, packed, disassembled, or handled, including auto wrecking yards, house wrecking yards, used lumberyards, and places for storage of salvaged house wrecking and structural steel materials and equipment; but not including such places where such uses are conducted entirely within a completely enclosed building, and not including pawnshops, and establishments for the sale, purchase, or storage of used furniture and household equipment when conducted entirely within a completely enclosed building, sale of used cars in operating condition, or salvaged materials incidental to a manufacturing operation.

218. Kennel

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Any lot or premises on which three (3) or more dogs, cats, or other domestic animals at least four (4) months of age, are housed or boarding, trimming, grooming, bathing or similar treatment for which payment is received.

219. Kindergarten

A school or class of young children four (4) to six (6) years old that develops basic skills and social behavior by games, handicraft and other means.

220. Laboratory, Scientific or Research

An establishment that engages in research, testing or evaluation of materials or products, but not necessarily medical related.

221. Laminated Plastics Plate, Sheet (except Packaging), and Shape Manufacturing

This industry comprises establishments primarily engaged in laminating plastics profile shapes such as plate, sheet and rod. The lamination process generally involves bonding or impregnating profiles with plastics resins and compressing them under heat.

222. Landfill

A tract of land used for the burial of farm, residential, institutional, or commercial waste that is not hazardous, medical, or radioactive.

223. Laundry, Commercial

An industrial facility where fabrics are cleaned with substantially non-aqueous organic solvents on a commercial or wholesale basis.

224. Laundry, Dry Cleaning Drop-Off/Pick-Up

Fabrics, clothes, and linens cleaning shop or drop-off/pick-up station no exceeding six thousand (6,000) SF of Floor Area.

225. Laundry, Self-Service

A Laundromat facility not exceeding 2,500 SF in Floor Area where patrons wash, dry, or dry clean clothing or other fabrics in machines operated by the patron.

226. Laydown Yard

The outdoor storage of equipment, machinery and other items that are used in conjunction with the business located at the property, but the storage of the equipment, machinery and other items are not their primary business. A lay down yard shall not be used for the parking of motorized vehicles.



227. A zoning lot therefore may or may not coincide with a lot as shown on the official tax maps of the City of Deer Park, or on any recorded subdivision plat or deed.

228. For the purposes of this definition, ownership of a zoning lot shall be deemed to include a lease of not less than 50 years duration, with an option to renew such lease so as to provide a total lease of not less than 75 years duration.

229. A zoning lot may be subdivided into two or more zoning lots, provided that all resulting zoning lots and all buildings thereon shall comply with all of the applicable provisions of this ordinance. If such zoning lot, however, is occupied by a noncomplying building, such zoning lot may be subdivided provided such subdivision does not create a new noncompliance or increase the degree of noncompliance of such building.

230. Leather Product and Saddle Manufacturing

A facility that uses animal hides to produce products for sale, including saddles.

231. Library

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A room or building for exhibiting, or an institution in charge of, a collection of books, or artistic, historical, or scientific objects.

232. Licensee

Any person licensed to operate and maintain a recreational vehicle park under the provisions of this chapter.

233. Light Assembly and Manufacturing Processes

- a. The fabrication, assembly, manufacturing, and packaging of finished products or parts, predominantly from previously prepared materials, but excluding basic industrial processing.
- b. Light fabrication, assembly, manufacturing, and packaging processes do not emit detectable dust, odor, smoke, gas or fumes beyond the bounding property lines of the lot or tract upon which the use is located and do not generate noise or vibration at the property boundary that is generally perceptible in frequency or pressure above the ambient level of noise in the adjacent areas.

234. Local Street

A Local Street is a street used primarily for access to the abutting properties.

235. Locksmith/Security System Company

Establishments primarily engaged in providing, installing, repairing, and/or monitoring locks and electronic security systems.

236. Lot, Corner

- a. A lot situated at the junction of two or more streets.
- b. A corner lot shall be deemed to front on the street on which it has its smallest dimensions, or as otherwise designated by the Subdivision Plat.

237. Lot, Depth

The mean horizontal distance from the front street line to the rear line.

238. Lot, Interior

A lot, the side line of which does not abut on any street.

239. Lot, Through

An interior lot having frontage on two streets. Such through lot shall provide a front yard on each street.

240. Lot Lines

The lines bounding a lot as defined herein.

241. Lot of Record

A lot that is part of a subdivision, a map of which has been recorded in the office of the County Clerk.

242. Lot Width

The mean horizontal distance between side yard lines measured at right angles to the depth.

243. Manual on Uniform Traffic Control Devices

The Manual on Uniform Traffic Control Devices or MUTCD defines the standards used by road managers nationwide to install and maintain traffic control devices on all public streets, highways, bikeways, and private roads open to public traffic. The MUTCD is published by the Federal Highway Administration (FHA) under 23 Code of Federal Regulations (CFR), Part 655, Subpart F.

244. Manufactured Home Mini-Park

A single contiguous tract of land under one (1) ownership, uninterrupted by streets, alleys or any other public space, and providing spaces for rent or lease as manufactured home sites on a short-term or long-term basis, said spaces being situated and configured similar to individual lots.

245. Manufactured Home Park

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Any single contiguous tract of land under one ownership, uninterrupted by streets, alleys or any other public space, other than a Manufactured Home Mini-Park, where accommodations are provided for non-transient manufactured or mobile home use.

246. Manufactured Home Sales

The offering for sale, storage, or display of Manufactured Housing units on a parcel of land, but excluding the use of such facilities as dwellings either on a temporary or permanent basis.

247. Manufactured Housing

Any one of two types of prefabricated housing products that are typically manufactured or assembled at a location other than the end user's permanent site, and that are regulated by Chapter 1201, Tex Occ. Code. For the purpose of this Zoning Ordinance, there are two types of manufactured homes:

a. Manufactured Home

- i. As defined in §1201 Texas Occupations Code, a movable dwelling designed to be transported on its own chassis on the highway (either intact or in major sections) by a prime mover, that is constructed with a base section so as to be independently self-supporting, and that does not require a permanent foundation for year-round living. A manufactured home is also defined as any manufactured home that was constructed prior to June 15, 1976.

b. Manufactured Home – HUD Code

- i. As defined in §1201 Texas Occupations Code, a movable dwelling designed to be transported on the highway, either intact or in major sections, by a prime mover, that can be used as a residential dwelling either with or without a permanent foundation. A HUD-Code manufactured home is also defined as a movable manufactured home that was constructed after June 15, 1976. A HUD-Code manufactured home will display a red certification label on the exterior of each transportable section.

248. Manufacturing or Industrial Operations

An establishment engaged in manufacturing, assembly, fabrication, packaging or other industrial processing of products primarily from extracted/raw materials or the bulk storage and handling of such products and materials, or an industrial establishment having potential to produce noise, dust, glare, odors or vibration beyond its property line.

249. Medical Clinic

A group of offices for one or more physicians, surgeons, chiropractors or dentists, engaged in treating the sick or injured but not including rooms for the abiding of patients.

250. Model Home

A single-family dwelling in a developing subdivision located on a legal lot of record that is limited to temporary use as a sales office for the subdivision and to provide an example of the dwellings which have been built or which are proposed to be built in the same subdivision.

251. Manufactured Home Park

Any lot upon which are located one or more manufactured homes, occupied for dwelling purposes, regardless of whether or not a charge is made for each accommodation.

252. Modular (Industrialized) Home

As governed by the definition within the Chapter 1202 Texas Occupations Code, a structure or building module that is transportable in one or more sections on a temporary chassis or other conveyance device, and that is designed to be installed and used by a consumer as a permanent residence on a permanent foundation system. The term includes the plumbing, heating, air-conditioning and electrical systems contained in the structure. The term does not include a Mobile

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Home or Manufactured Home – HUD Code as defined in the Chapter 1201 Texas Occ. Code. Industrialized homes must meet all applicable local codes and zoning regulations that pertain to construction of traditional site constructed (“stick built”) homes.

253. Motel, Motor Hotel, or Tourist Court

- a. An establishment offering to the transient public the use of guest rooms or sleeping accommodations for compensation.
- b. Such an establishment consists of a group of attached or detached guest rooms or sleeping accommodations the majority of which have private and direct access from parking areas not through common entrance and lobby.
- c. The establishment furnishes customary hotel services and many contain a restaurant, club lounge, banquet hall and/or meeting rooms.
- d. A motel is a nonresidential use.

254. Motor Freight Company

A company using trucks or other heavy load vehicles to transport goods, equipment and similar products. Includes companies that move residential or commercial belongings.

255. Motor Vehicle Electrical and Electronic Equipment Manufacturing

This industry comprises establishments primarily engaged in manufacturing and/or rebuilding electrical and electronic equipment for motor vehicles and internal combustion engines. This would include alternators and generators, ignition wiring harness, coils and ignition, instrument control panels, distributors’ spark plugs, electrical ignition cable sets, windshield washer pumps, and generators.

256. Motor Vehicle Parts Manufacturing

An industry engaged in manufacturing motor vehicle engines and gasoline motor vehicle engine parts such as carburetors, pistons, piston rings and valves. Also includes the manufacture of motor vehicle steering mechanisms and suspension, brake systems, transmissions and power train parts, air conditioning systems and compressors, as well as vehicle stampings such as fenders, tops, trim and molding.

257. Movie Theatre

A specialized theater for showing movies or motion pictures.

258. Neighborhood Parks

Parks that provide a variety of outdoor recreational opportunities and are within convenient distances for a majority of the residences to be served thereby.

259. Newspaper Printing

A commercial printing operation involving a process that is considered printing, imprinting, reproducing, or duplicating images and using printing methods including but not limited to offset printing, lithography, web offset, flexographic, and screen process printing.

260. Nonconformities

The term Nonconformities is a general term used to refer to Nonconforming Lot, Nonconforming Structures and Nonconforming Uses, and applies in situations where the lot, structure or use has become non-compliant with these regulations.

261. Nonconforming Lot

A lot that was platted or otherwise legally developed prior to the adoption of this Chapter.

262. Nonconforming Structure

A structure that was legally built prior to the adoption of this Chapter,

263. Nonconforming Use

A use of land that was legally existing prior to the adoption of this Chapter.

264. Nonresidential Use

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Any use other than a residential use.

265. Nonresidential Zoning Districts

The term “Nonresidential Zoning Districts” means a zoning district as listed a nonresidential zoning district within Table 1: Zoning Districts.

266. Nursery, Major

An establishment for the cultivation and propagation, display, storage, and sale (*retail and wholesale*) of large plants, shrubs, trees, and other materials used in indoor or outdoor plantings; and the contracting for installation and/or maintenance of landscape material as an accessory use. Outdoor display and storage is included.

267. Nursery, Minor

A retail business for the display and/or sale of trees, shrubs, flowers, ornamental plants, seeds, garden and lawn supplies, and other materials used in indoor and outdoor planting, without outside storage or display.

268. Nursing home

An establishment providing full-time care for physically ill or convalescent patients and licensed as a nursing and convalescent home by the state department of health.

269. Office, Professional, Medical, or Business

A room or group of rooms used for conducting the affairs of a business, profession, service industry, or government.

270. Open space, usable

That part of the ground area which is devoted to outdoor living, recreational or household utility space, but not including private roadways open to vehicular traffic, or off-street parking or loading space.

271. Open use of land

Includes, but is not limited to, auto wrecking yards, junkyards and salvage yards, dumps, sales yards, storage yards, animal and crop farming, and accessory outdoor storage.

272. Outside Display

The temporary outside display of finished goods which are specifically intended for immediate retail sales and are not intended nor used as an area for the continuous keeping or storage of such finished goods. Examples of outside display include the display of grills, deer feeders, patio furniture, lawn movers, flowers, pumpkins, Christmas trees, and clothing.

273. Outside Storage

The continuous keeping or storage of any finished or unfinished goods, materials, merchandise, or equipment outside of a building for more than 24 hours.

274. Palm Reader / Card Reader

An individual who works out of a small shop and customers are invited to sit with the reader and supposedly reveal future events by “reading” the customer’s palm or through the reading and interpretation of Tarot Cards.

275. Park, Playground, or Community Center, Public

An open recreational facility or park owned and operated by a public agency such as the City or the school district, which is open and available to the general public.

276. Parking

The temporary storage of automobiles or other motor vehicles as required and permitted by this ordinance, not including the storage and display of such vehicles for sale.

277. Parking space, off-street

A space for the parking of automobiles or other small vehicles having a minimum width of nine feet and a minimum length of 20 feet, which is located within the boundaries of a recreational vehicle

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space or a common parking and storage area and which in either case has an unobstructed access to an internal street.

278. Parking Area

An open area other than a street, alley or place, used for temporary parking of more than four (4) self-propelled vehicles and available for public use, whether free, for compensation or as an accommodation for clients or customers.

279. Parking Space

Open space or garage space reserved exclusively for the parking of a vehicle.

A permanently surfaced area not less than nine (9) feet wide and 20 feet long, either within a structure or in the open, for the parking of a motor vehicle.

280. Parking Structure

A structure devoted to the parking or storage of automobiles for a fee.

281. Parkway

Within the ROW, the area between the property line and the nearest curb or edge of the roadway (if no curb exists).

282. Pawn Shop

An establishment that lends or advances money or other things for profit on the pledge and possession of personal property, or other valuable things, other than securities or written or printed evidences of indebtedness; or that deals in the purchasing of personal property or other valuable things in condition of selling the same back to the seller at a stipulated price.

283. Penal and Correctional Institutions

Publicly or privately operated facility for the detention, confinement, treatment or rehabilitation of persons arrested or convicted for the violation of civil or criminal law. Such facilities include an adult detention center, juvenile delinquency center, jail, prison, and halfway house.

284. Perimeter Street

A street that abuts a parcel of land to be subdivided.

285. Person

Person means an individual, firm, association, organization, partnership, trust, foundation, company or corporation.

286. Personal Service Shop

Establishments primarily engaged in providing services generally involving the care of the person or apparel including but not limited to barber and beauty shops, dressmaking, shoe shining, dry-cleaning and laundry pick-up stations, tailor or seamstress, and health clubs.

287. Pet Store (Retail Sales Only)

A retail sales establishment primarily involved in the sale of pet supplies or the sale or adoption of domestic animals, such as dogs, cats, fish, birds, and reptiles, excluding exotic animals and farm animals such as horses, goats, sheep, and poultry.

288. Petroleum Storage and Collection Facilities

An outdoor area where storage of petroleum is allowed (tank farm).

289. Pharmaceutical and Medicine Manufacturing

This industry comprises establishments primarily engaged in one or more of the following: (1) manufacturing biological and medicinal products; (2) processing (i.e., grading grinding, and milling) botanical drugs and herbs; (3) isolating active medicinal principals from botanical drugs and herbs; and (4) manufacturing pharmaceutical products intended for internal and external consumption in such forms as ampules, tablets, capsules, vials, ointments, powders, solutions, and suspensions.

290. Pharmacy

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A shop or a store wherein prescription medicines may be obtained during all operating hours wherein primarily medicine and medical supplies are offered for sale.

291. Photographer's or Artist's Studio/Film Processing

Work space for one or more photographers, artists or artisans, including the accessory sale of art produced on the premises.

292. Planned unit development

Allows for a development containing uses or a combination of uses in a design that would not comply with the regulations of a primary zoning district. Allows the City Council and Planning and Zoning Commission to allow some flexibility in usage while giving greater control of special conditions and restrictions.

293. Planning and zoning commission

The Planning and Zoning Commission of the City of Deer Park, Texas.

294. Public Works Director

The person(s) so designated by the **City** to provide oversight for and have responsibility of the City's planning and development related duties. This term shall also include any designee of the Public Works Director. Also, this term shall be inclusive of any future variations of the term, such as "Public Works Director" or "Zoning Administrator."

295. Plastic Products Manufacturing

The making of goods by processing plastics materials and/or raw rubber, with dust and fume control.

296. Plat

- a. A map or chart of the subdivision, lot or tract of land that is filed of record in the county Plat Records.
- b. It includes the documents for:
 - i. Amending plat
 - ii. Final Plat
 - iii. Minor Plat
 - iv. Preliminary Plat
 - v. Replat

297. Play Field or Stadium, Public

An athletic field or stadium owned and operated by a public agency for the general public including a baseball field, football field or stadium.

298. Plumbing/Electrical/Air Conditioning Store (Retail Sales Only)

Establishments primarily engaged in retail sales of plumbing, heating, and air-conditioning equipment, without warehouse facilities, includes storage for ordinary repair but no materials for contracting work.

299. Police or Fire Station

Protection centers operated by a governmental agency, including administrative offices, storage or equipment, temporary detention facilities, and the open or enclosed parking of safety vehicles; excluding, however, correctional institutions.

300. Polystyrene Foam Product Manufacturing

This industry comprises establishments primarily engaged in manufacturing polystyrene foam products.

301. Premises

Any zoning lot, tract, or parcel of land together with its improvements.

302. Principal Use

The primary or predominant use of any lot or building.

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303. Printing/Duplication Shop or Mailing Center
a. An establishment in which the principal business consists of duplicating and printing services using photocopy, blueprint, or offset printing equipment, including publishing, binding, and engraving; or
b. A commercial business that conducts the retail sale of stationary products, provides packaging and mail services (both U.S. Postal and private service), and provides mailboxes for lease.
304. Private garage
A building used by the occupants of the premises upon which it is located for sheltering private passenger motor vehicles.
305. Private Utility
A non-public utility requiring special facilities in residential areas or on public property such as electricity, natural gas, or telecommunications not customarily provided by the municipality or public utilities. All radiating equipment must comply with current Federal Communications Commission (FCC), Environmental Protection Agency (EPA), Occupational Health and Safety Administration (OSHA), and all other applicable State and Federal regulatory agency requirements and guidelines for human safety.
306. Progress Towards Completion
Progress towards completion of the project shall include any one of the following:
a. An Application for a Final Plat or plan for development is submitted;
b. A good-faith attempt is made to file with the City or County an Application for a permit necessary to begin or continue towards completion of the project;
c. Costs have been incurred for developing the project including, without limitation, costs associated with roadway, utility, and other infrastructure facilities designed to serve, in whole or in part, the project (but exclusive of land acquisition) in the aggregate amount of five % of the most recent appraised market value of the real property on which the project is located;
d. Fiscal security is posted with a regulatory agency to ensure performance of an obligation required by the regulatory agency; or
e. Utility connection fees for the project have been paid to a regulatory agency.
307. Public Building
a. Any building held, used, or controlled exclusively for public purposes by any department or branch of government, federal, state, county, or municipal, without reference to the ownership of the building or of the realty upon which it is situated.
b. A building belonging to or used by the public for the transaction of public or quasi-public business.
308. Public Improvement
Any improvement, facility or service together with its associated public site, ROW or easement necessary to provide transportation, storm drainage, public or private utilities, parks or recreational, energy or similar essential public services and facilities, for which the City or other government authority ultimately assumes the responsibility for maintenance, operation and/or ownership.
309. Radio or TV Station
Establishments primarily engaged in the provision of broadcasting and other information relay services accomplished through the use of electronic and telephonic mechanisms. Excluded are facilities classified as major utility services or broadcasting or communication towers.
310. Record Drawings

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A group of drawings or plans that depicts the final configuration of the installed or constructed improvements of a development, improvements that have been verified by the contractor as their installation or construction occurs during development. The Record Drawings shall reflect the Construction Plans or working drawings used, corrected, or clarified in the field.

311. Recreational Vehicle (RV)

A vehicle-type unit primarily designed as temporary living quarters for recreational, camping or travel use, which has its own motive power or is mounted on or drawn by another vehicle. The basic entities are: camping trailer, truck camper, motor home or other individual camping unit.

312. Recreational vehicle park (RV Park)

A parcel of land under single ownership, upon which two or more recreational vehicle sites are located, established or maintained for occupancy by recreational vehicles of the general public as temporary living quarters for recreation or vacation purposes.

313. Recreational Vehicle Site (RV Site)

A plat of ground within a recreational vehicle park intended for the accommodation of a recreational vehicle on a temporary basis.

314. RV Pad

The area within the camping site set aside for the placement of the camping unit. The minimum size of the "RV pad" shall be 20 feet in width and 50 feet in depth, and made of concrete.

315. Residential Street

A street that is intended primarily to serve traffic within a neighborhood or limited residential district and that is used primarily for access to abutting properties.

316. Residential Use

Residential use means use of a structure as a residence.

317. Residential Zoning Districts

Residential district means a single-family, duplex, townhouse, multiple-family or Manufactured home zoning district as defined in the Zoning Ordinance.

318. Restaurant

A place where the primary business is the preparation and sale, on the premises, of food to be provided from a full service menu of items which shall be available at all times when the facility is in operation and which lists all food items for sale, provides kitchen facilities separate and apart from the area of the premises devoted to public dining and may or may not provide live entertainment to, or permit dancing by, patrons of the premises.

319. Restaurant Kitchen Facilities

A separate area located in, or on, the premises of a restaurant and meets the following conditions or standards: (1) meets all requirements of other applicable codes; (2) contains a stove and oven in working order; (3) provides refrigerated storage for food to be prepared and sold on the premises; (4) is staffed by a full-time cook or chef who must be on duty for the preparation of food during the hours that the restaurant is in operation; (5) maintains a food inventory and condiments for use by the cook or chef in the preparation of food for sale; and (6) provides pots, pans, and utensils necessary for use by the cook or chef in preparation of menu items for sale.

320. Restaurant or Cafeteria, with Drive-Up Window or Curb Service

An establishment, with drive-up window or curb service, where food and drink are prepared and consumed primarily on the premises.

321. Restaurant or Cafeteria, without Drive-Up Window or Curb Service

An establishment, without drive-up window or curb service, where food and drink are prepared and consumed primarily on the premises.

322. Retail

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Sale to the ultimate consumer for direct consumption and not primarily for resale.

323. Retail Stores and Shops

An establishment engaged in the selling of goods and merchandise to the general public for personal or household consumption and rendering services incidental to the sale of such goods.

324. Retail Tobacco Store

A retail store that sells mainly tobacco products. This business may also sell tobacco accessories such as lighters, matches, cigarette holders and devices used to preserve tobacco, cigars or cigarettes, which are incidental to the sale of tobacco products.

325. Retaining Wall

A non-building, structural wall supporting soil loads and live and dead surcharge loads to the soil, such as additional soil, structures and vehicles.

326. Retirement Housing

Any age restricted housing development that may be in any housing form, including detached and attached dwelling units, apartments, and residences, offering private and semiprivate rooms and designed to provide meals and nursing care.

327. Right-of-Way

- a. A parcel of land occupied or intended to be occupied by a street or alley or other transportation infrastructure.
- b. A ROW may be used for other facilities and utilities, such as sidewalks, railroad crossings, electrical communication, oil or gas, water or sanitary or storm sewer facilities, or for any other use.
- c. The use of ROW shall also include parkways and medians outside of pavement.

328. Rodeo Grounds

A public gathering place for rodeo activities in which there are performances of riders with horses and generally involving cattle. The area may involve various cattle pens, barns or shelters. Parking generally would involve double drive-through spaces for participants with trucks pulling horse trailers and standard parking for spectators.

329. Rooming unit

A suite of rooms forming a single habitable unit used or intended to be used for residential or transient purposes, but not including cooking facilities of any kind. Where a rooming unit is designed to be divided into separate guestrooms, then each separate sleeping room shall be counted as a guestroom for density purposes. **See Boarding Room**

330. School, Career

Career schools including programs such as dental assisting, pharmacy technician, nurse aide, veterinary assistant, etc.

331. School, Private

Includes private school facilities providing K-12 education.

332. School, Public

Includes public school facilities providing K-12 education.

333. Scientific Research and Development Center or Laboratory

A facility that includes laboratories and experimental equipment for medical testing, scientific testing, prototype design and development, and product testing. Any facility that is determined by Health, Fire, or Building Officials to be a hazard or nuisance to adjacent property or the community at large due to the possible emission of excessive smoke, noise, gas, fumes, dust, odor, or vibration, or the danger of fire, explosion, or radiation is not included in this category.

334. Seamstress or Tailor Shop

Establishments primarily engaged in manufacturing or modifying clothing.

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335. Setback Line
A line within a lot, parallel to and measured from a corresponding lot line, established the minimum required yard and governing the placement of structures and uses on the lot.
336. Shipping containers
Standardized sealable shipping containers, designed for intermodal transportation, either with or without a permanent affixed chassis, used in interstate or international commerce for the shipment of goods and merchandise.
337. Shipping Container Storage Yard
A facility for the storage, handling, and repair of shipping containers.
338. Shoe Repair Shop
An establishment with the principal business of repairing shoes.
339. Sign
Any structure or natural object, such as a tree, rock, bush, and the ground itself or part thereof or device attached thereto or painted or represented thereon, which shall be used to attract attention to any object, other than itself, or to any product, place, activity, person, institution, organization or business, or which shall display or include any letter, word [word], model, banner, flag, pennant, insignia, device or representation used as, or which is in the nature of an announcement, direction or advertisement. For purposes of this ordinance, the following shall not be deemed to be included within the definition of "sign":
 - a. Sign, flag, pennant, or insignia of any Nation, State, City or other political unit, or division thereof.
 - b. Signs placed by a public utility showing the location of facilities.
 - c. Signs necessary for purposes of traffic control, including but not limited to "exit," "entrance," and "reserved parking."
340. Site Plan
A detailed, scaled drawing of all surface improvements, structures, and utilities proposed for development and is associated with the Zoning Ordinance.
341. Small Engine Repair Shop
A shop for the repair of lawnmowers, chainsaws, lawn equipment, and other small engine equipment and machinery.
342. Small Wind Energy Systems
A wind energy conversion system consisting of a wind turbine, a tower and associated control or conversion electronics that will be used to reduce on-site consumption of utility power.
343. Smelter, Refinery, or Chemical Plant
A building or facility for refining or processing oil or a chemical plant for producing chemical products or processing of those products.
344. Soap and Cleaning Compound Manufacturing
This industry comprises establishments primarily engaged in manufacturing and packaging soap and other cleaning compounds surface active agents, and textile and leather finishing agents used to reduce tension or speed the drying process.
345. Stable
Housing and related facilities or open pasture where horses are quartered for owners.
346. Storage Units, Mini
 - a. A building(s) containing separate, individual self-storage units for rent or lease.
 - b. The conduct of sales, business, or any activity other than storage does not occur within any individual storage unit.
347. Storefront

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Storefronts are defined as the part of the building that fills the structural bay on the front façade at grand level.

348. Story

That portion of a building included between the upper surface of a floor and the upper surface of the floor or roof next above. It is measured as the vertical distance from top to top of two successive tiers of beams or finished floor surfaces and, for the topmost story, from the top of the floor finish to the top of the ceiling joists or, where there is not a ceiling to the top of the roof rafters.

349. Street

A public ROW which provides primary vehicular access to abutting property. It may be designated as a street, avenue, boulevard, drive, freeway, highway, lane, parkway, place or road. It may be classified as a local street, minor (secondary) thoroughfare, or major (primary) thoroughfare. A driveway or alley which serves only to give secondary vehicular access to a building lot or to an accessory parking or loading facility, or to allow vehicles to take or discharge passengers at the entrance to a building shall not be considered a street.

a. Major (primary) thoroughfares

A convenient, direct route that has as its principal purpose the rapid and safe movement of large volumes of traffic between areas within the City, through the City, or from the City to areas outside. Land access should be a secondary function of a major thoroughfare.

b. Minor (secondary) thoroughfare

A street that provides a convenient route from local streets to a major thoroughfare, between major thoroughfares, or from local streets to local traffic generators such as shopping centers, community centers or schools.

c. Local street

An improved public ROW that, as its principal purpose, provides access to abutting property. Since movement of traffic is a secondary function, local streets should be designed to discourage through traffic.

350. Structural Alterations

Any change in any supporting member of a building, such as a bearing wall, column, partition, beam, or girder, or a change in the pitch or height of the roof.

351. Structure

Anything constructed or erected that requires location on the ground, or attached to something having a location on the ground, including, but not limited to advertising signs, billboards and poster panels, but exclusive of customary fences or boundary of retaining walls, sidewalks and curbs.

352. Subdivision Ordinance

The adopted Subdivision Ordinance of the City.

353. Subdivision Waiver

A waiver, exemption, or modification to the Subdivision Ordinance.

354. Surveyor

A licensed State Land Surveyor or a Registered Public Surveyor, as authorized by the State to practice the profession of surveying.

355. Tattoo Studio

A commercial use involving the marking of skin of persons with a design by a process of pricking or engraving an indelible pigment or by raising scars, or similar method.

356. Taxidermist

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An establishment whose principal business is the practice of preparing, stuffing, and mounting the skins of dead animals for exhibition in a lifelike state.

357. Telephone Exchange (No Offices or Storage Facilities)

A building used exclusively for the transmission and exchange of telephone messages, but the term shall not include wireless service towers.

358. Temporary Building for New Construction

- a. A structure or shelter used in connection with the construction of a development or building project for housing on the site of temporary administration and supervisory functions and for sheltering employees and equipment.
- b. Buildings are permitted for a specific period of time in accordance with a permit issued by the City.
- c. The term "Temporary Field or Construction Office" may also be used.

359. Temporary occupancy permit

A permit for the temporary use of a parcel of land for a prescribed time period.

360. Textile Manufacturing, with dust and odor control

Establishments primarily engaged in finishing of textiles, fabrics, and apparel, with dust and odor controls.

361. Thoroughfare

See Arterial Street.

362. Tinsmith / Sheet Metal Shop

A shop where flat sheets of metal are shaped into three-dimensional objects and soldered, brazed or welded.

363. Tower/Antenna: TV, Radio, Microwave, Telephone, or Cellular

Structures supporting antenna for transmitting or receiving any portion of the radio spectrum, but excluding noncommercial antenna installations for home use of radio or television.

364. Trailer

A portable dwelling unit designed to move on wheels from location to location by automobile or truck.

365. Travel Trailer

Any vehicle, or similar portable structure that can be legally moved on state highways without a special permit, and having no foundation other than wheels, jacks, or skirting, and so designated or constructed as to permit occupancy for temporary dwelling or sleeping purposes. The term "Travel trailer" is also defined as a recreational vehicle designed to be towed by a motorized vehicle containing a towing mechanism that is mounted behind the tow vehicle's bumper.

366. Transit Center

Any premises, including train or bus stations, for the loading and unloading of passengers and the temporary parking of transit vehicles between routes or during stopovers and excluding overnight parking and storage of transit vehicles.

367. Transportation Plan

The plan that guides the development of adequate circulation within the City, and connects the City street system to regional traffic carriers. Also referred to as the Thoroughfare Plan.

368. Truck Sales, Heavy Trucks

The display, storage, sale, leasing, or rental of new or used panel trucks, vans, trailers, recreational vehicles, or buses in operable condition.

369. Truck camper

A recreational vehicle consisting of a roof, floor and sides designed to be loaded onto and unloaded from the bed of a pickup truck.

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370. Uninhabitable
The deterioration to the RV that has created a dangerous or unsafe situation or condition and is not structurally sound in accordance to the certification by the manufacturer as complying with ANSI (*American National Standards Institute*), A119.2, A119.5 or the standard building code as presently adopted by the City of Deer Park, Texas.
371. Urethane and Other Foam Product (except Polystyrene) Manufacturing
This industry comprises establishments primarily engaged in manufacturing plastics foam products.
372. Use
The purpose or activity for which land or structures thereon is designed, arranged, or intended to be occupied or used, or for which it is occupied, maintained, rented or leased.
a. Use, nonresidential. Any use other than a residential use.
b. Use, residential. Any use listed as a permitted use in Groups 3, 4, 5, 6, 7 or 9, together with uses accessory to such uses.
373. Usable Open Space
An area or recreational facility that is designed and intended to be used for outdoor living and/or recreation. Usable Open Space may include recreational facilities, water features, required perimeter landscape areas, floodplain areas, and decorative objects such as art work or fountains.
374. Utility Distribution/Transmission Line
Facilities, including subsidiary stations that serve to distribute, transmit, transform, or reduce the pressure of gas, water, or electric current, including, but not limited to, electrical transmission lines, gas transmission lines, and metering stations.
375. Vacation Travel Trailer
A vacation travel trailer is a vehicular portable structure designed for a temporary or short-term occupancy for travel, recreational or vacation uses. Such vehicles shall include travel trailers, converted buses, tent trailers, recreational vehicles, motor homes or similar devices used for temporary portable housing.
376. Vacation Travel Trailer Park
A Vacation Travel Park is any tract of land under single ownership and where accommodation is provided for transient trailer use for a maximum of seven (7) days.
377. Vested Right
A right of an **Applicant** to have the **City** review and decide an **Application** under standards in effect prior to the effective date of the standards of this **Zoning Ordinance** and/or of any subsequent amendments.
378. Vested Rights Petition A request for relief from any standard or requirement of the Zoning Ordinance based on an assertion that the Applicant (petitioner for relief) has acquired a Vested Right.
379. Veterinarian Clinic
An establishment where animals and pets are admitted for examination and medical treatment.

Violation. Failure to comply and to maintain compliance with any provision of this ordinance, by failing to comply with either the restrictions or the requirements of this ordinance.

380. Warehouse
Facilities characterized by extensive warehousing, frequent heavy trucking activity, open storage of material, or nuisances such as dust, noise, and odors, but not involved in manufacturing or production.

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381. Wedding Chapel, Reception Facility, Special Events Center
A building, facility, room, or portion thereof, which is rented leased or otherwise made available to any person or group for a private event function, that is not open to the general public, whether or not a fee is charged.
382. Wholesale Center
An establishment or place of business primarily engaged in selling and/or distributing merchandise to the general public; to retailers; to industrial, commercial, institutional, or professional business users; and to other wholesalers.
383. Wildlife Rehabilitation Center
A property or building where wildlife animals are kept for the purpose of undergoing rehabilitation.
384. Wood Window and Door Manufacturing
This industry comprises establishments primarily engaged in manufacturing window and door units, sash, window and door frames, and doors from wood or wood clad with metal or plastics.
385. Woodworking and Planning Mill
a. Establishments with dust and noise control and primarily engaged in one or more of the following:
i. Manufacturing dimension lumber from purchased lumber;
ii. Manufacturing dimension stock (i.e., shapes) or cut stock;
iii. Re-sawing the output of sawmills; and
iv. Planning purchased lumber.
b. These establishments generally use woodworking machinery, such as jointers, planers, lathes, and routers to shape wood.
386. Wrecking or Auto Salvage Yard
A yard or building where automobiles or machinery are stored, dismantled and/or offered for sale as whole units, as salvaged parts or as processed metal.
387. Yard
a. An open space other than a court, on the same lot with a building, unoccupied and unobstructed from the ground upward, except as otherwise provided herein.
b. In measuring to determine the width of a side yard, the depth of a front yard or the depth of a rear yard, the least horizontal distance between the lot line and the main building shall be used.
388. Yard, Front
A yard across the full width of a lot extending from the front line of the main building to the front property line of the lot.
389. Yard, Rear
A yard extending across the full width of the lot and measured between the rear property line of the lot and rear line of the main building, except that area included in the side yard as defined below.
390. Yard, Side
A yard between the building and the side property line of the lot and extending from the front yard to the required minimum rear yard.
391. Official Zoning District Map The official map kept _____, which depicts the boundaries of the various zoning districts as adopted by Ordinance No. _____, and as it may be amended.
392. Zoning district
Any predevelopment, residential, commercial or industrial district.

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393. Zoning Ordinance

Ordinance No. _____, adopted by council on _____, and as it may be amended in the future,
and may be referred as “this Ordinance.”

SECTION 20 – ZONING DEFINITIONS

SECTION XV. - VALIDITY AND ENACTMENT

Sec. 15.01. - Validity.

Should any section, subsection, paragraph, clause or provision of this ordinance be declared by a court of competent jurisdiction to be invalid or unconstitutional, the same shall not affect the ordinance as a whole or any part thereof, other than the part so declared to be invalid or unconstitutional. It is further expressly provided that such section and part of a section herein, so far as an inducement for the passage of this ordinance is concerned, is independent of every other section and every other part of section, and not any section or any part of section is an inducement for the enactment of this ordinance.

(Ord. No. 1198, § 9, 7-6-1976)

Sec. 15.02. - Enactment.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed, and this ordinance shall be in full force and effect from and after its final passage and publication as provided by law. By the passage of this ordinance, no presently illegal use shall be deemed to have been legalized unless specifically such use is a conforming use under this ordinance. Otherwise, such use shall remain a nonconforming use, or an illegal use, as the case may be. It is further the intent and declared purpose of this ordinance that no offense committed, and no liability, penalty or forfeiture, either civil or criminal, incurred prior to the time the present Zoning Ordinance was adopted, shall be discharged or affected by such adoption; but prosecutions and suits for such offenses, liabilities, penalties or forfeiture[s] may be instituted, or causes presently pending proceeded with in all respects, as if this ordinance had not been adopted.



Legislation Details (With Text)

File #: BID 17-008 **Version:** 1 **Name:**

Type: Bids **Status:** Agenda Ready

File created: 2/9/2017 **In control:** City Council

On agenda: 2/21/2017 **Final action:**

Title: Awarding Bid for the construction of the Deer Park Community Development Corporation Dow Park Pavilion and Improvements.

Sponsors: Deer Park Community Development Corporation

Indexes:

Code sections:

Attachments: [Revised project manual including Section 00100 00300 00400 00410 00800](#)
[Unit Price Schedule spreadsheet](#)
[02.14.17 DowPark UnitPriceSchedule Comparison](#)
[02.15.17 Bid Clarification Letter](#)

Date	Ver.	Action By	Action	Result
2/21/2017	1	City Council		

Awarding Bid for the construction of the Deer Park Community Development Corporation Dow Park Pavilion and Improvements.

Summary:

On October 24th the DPCDC reviewed and approved their recommendation to authorize the seeking of bids for a contractor to construct the Dow Park Pavilions, other agenda items included the purchase of the pavilion structures and the building structures that the contractor will construct. November 1, 2016, City Council authorized the seeking of bids for a contractor to construct the Dow Park Pavilions as well as the purchase of the pavilion structures and the building structures. On February 14, 2017, a total of 5 competitive bids were received, of those bids, South Pools, Inc. was the lowest qualified bidder with their bid of \$617,737.50.

Fiscal/Budgetary Impact:

Funding will come from the dedicated one half of one percent sales and use tax for Type B projects, the Dow Park Pavilion has been appropriated \$1,500,000 of the dedicated funds.

Recommend that council approve the awarding of bid to South Pools, Inc. in the amount of \$617,737.50 for the construction of the Dow Park Pavilion and Improvements.

Dow Park Pavilion and Improvements

PROJECT MANUAL

01-09-2017 (Revised 02-10-2017)

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Parks and Recreation

710 E. San Augustine
Deer Park, Texas 77536
281-479-2394



9500 Amberglen Boulevard, Building F, Suite 125
Austin, Texas 78729
512-777- 4600

NOTICE TO BIDDERS

Sealed proposals, three (3) originals and one (1) digital copy, on the forms prescribed by and addressed to the City of Deer Park, Texas will be received at the office of the City Secretary, City Hall, 710 E. San Augustine Street, Deer Park, Harris County, Texas, until **2:00 pm on Tuesday, February 14, 2017** at which time the bids are to be opened and publicly read in the Council Chambers, for the following:

DOW PARK PAVILION AND IMPROVEMENTS

Copies of the bidding documents may be obtained from www.CivcastUSA.com: search “Dow Park Pavilion and Improvements”. Bidders must register on this website in order to view and/or download specifications, plans and other related documents. There is **NO** charge to view or download documents.

A **REQUIRED** pre-proposal meeting will be held at **1:30pm on Monday, January 23, 2017** at Deer Park Community Center.

The City reserves the right to reject any and all bids, or parts of bids to waive any and all technicalities, and to accept any bid, or part of bid, which it deems advantageous to itself. Contracts for work under the proposal will obligate the contractors and subcontractors not to discriminate in the employment practices.

BY ORDER OF THE CITY COUNCIL OF DEER PARK, TEXAS

Dated, this 6th day of January 2017
Shannon Bennett, TRMC
Acting City Secretary

SECTION #00100

INSTRUCTIONS TO BIDDERS

ARTICLE 1: DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:
- A. *Bidder*--The individual or entity who submits a Bid directly to OWNER.
 - B. *Issuing Office*--The office from which the Bidding Documents are to be issued.
 - C. *Successful Bidder*--The Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

ARTICLE 2: COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the non-refundable deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office.
- 2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3: QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

A. **Section 00400 Statement of Bidder's Experience, including Attachments A – I.**

ARTICLE 4: EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 *Subsurface and Physical Conditions*

A. The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.
2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in paragraph 4.01.A will be made available by ENGINEER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 4.02 of the General Conditions and established in paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

4.02 *Underground Facilities*

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities, including OWNER, or others.

4.03 *Hazardous Environmental Condition*

- A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that ENGINEER has used in preparing the Bidding Documents.
- B. Copies of reports and drawings referenced in paragraph 4.03.A will be made available by OWNER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in paragraph 4.06 of the General Conditions has been identified and established in paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph 4.06 of the General Conditions.

4.05 On request, OWNER will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.06 DELETED

4.07 In submitting this Bid, the Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;
- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

- C. Bidder is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, or performance of the Work;
- D. Bidder has carefully studied (1) all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) all reports and drawings of a Hazardous Environmental Condition, if any, at the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions;
- E. Bidder has obtained and carefully studied (or accepts the consequences and responsibility for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto;
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
- G. Bidder is aware of the general nature of the work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
- I. Bidder has promptly given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirmed that the written resolution thereof by ENGINEER is acceptable to Bidder; and

- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by ENGINEER are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5: PRE-BID CONFERENCE

- 5.01 A mandatory pre-Bid conference will be held on Monday, January 23, 2017, at 1:30 p.m. at the community center, 710 E. San Augustine Street, Deer Park, Texas 77536
- Representatives of OWNER and ENGINEER will be present to discuss the Project. Bidders must attend the conference. ENGINEER will transmit to all prospective Bidders of record such Addenda as ENGINEER considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6: SITE AND OTHER AREAS

- 6.01 The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Bidding Documents.

ARTICLE 7: INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to ENGINEER in writing. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER or ENGINEER.

ARTICLE 8: BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to OWNER in an amount of five percent (5%) of Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond [on the form attached] issued by a surety meeting the requirements of paragraphs 5.01 and 5.02 of the General Conditions.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9: NOT USED

ARTICLE 10: NOT USED

ARTICLE 11: SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” items. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in the General Conditions and may be supplemented in the General Requirements.

ARTICLE 12: SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 Bidder shall identify the major Subcontractors Bidder proposes for this Project in Section 00400 Statement of Bidder’s Experience. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity as provided on Attachment E of Statement of Bidder’s Experience. If OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, OWNER may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, in which case apparent Successful Bidder shall submit an acceptable substitute.
- 12.02 If apparent Successful Bidder declines to make any such substitution, OWNER may award the Contract to another Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which OWNER or ENGINEER makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 6.06 of the General Conditions.

- 12.03 CONTRACTOR shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom CONTRACTOR has reasonable objection.

ARTICLE 13: PREPARATION OF BID

- 13.01 The Bid form is included with the Bidding Documents. Additional copies may be obtained from ENGINEER.
- 13.02 All blanks on the Bid form shall be completed by printing in ink or by typewriter and the Bid signed. A Bid price shall be indicated for each [section, Bid item, alternative, adjustment unit price item, and unit price item] listed therein, or the words “No Bid,” “No Change,” or “Not Applicable” entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.
- 13.06 A Bid by an individual shall show the Bidder’s name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture must be shown below the signature.
- 13.08 All names shall be typed or printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form.
- 13.10 The address, telephone number, and email address for communications regarding the Bid shall be shown.

- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in Texas or covenant to obtain such qualification prior to award of the Contract. Bidder's Texas state contractor license number for, if any, shall also be shown on the Bid form.

ARTICLE 14: BASIS OF BID; EVALUATION OF BIDS

14.01 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
 - B. The total of all estimated prices will be determined as the sum of the products of the estimated quantity of each item and the unit price Bid for the item. The final quantities and Contract Price will be determined in accordance with paragraph 11.04 of the General Conditions.
 - C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- 14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in paragraph 11.03 of the General Conditions.
- 14.03 As provided by Texas Local Government Code § 252.043(d), the Contract shall be awarded to the lowest responsible Bidder.

ARTICLE 15: SUBMITTAL OF BID

- 15.01 Each prospective Bidder is furnished one separate unbound copy each of the Bid form, and, if required, the Bid Bond form. The unbound copy of the Bid form shall be completed and **one original and one copy** shall be submitted with the Bid bond or security and the following data:
- A. **Section 00400 Statement of Bidder's Experience, including Attachments A – I.**

- 15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the Bid Number, the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed or hand delivered Bid shall be addressed to:

City of Deer Park
ATTN: City Secretary
710 E. San Augustine Street
Deer Park, Texas 77536

ARTICLE 16: MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17: OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18: BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19: AWARD OF CONTRACT

- 19.01 As permitted by the Texas Local Government Code § 252.043, OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. OWNER may reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder. OWNER reserves the right to waive minor technicalities and make an award to best serve the interest of the OWNER.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, OWNER will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, OWNER will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in Section 00400 Statement of Bidder's Experience.
- 19.05 OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
- 19.06 If the Contract is to be awarded, OWNER will award the Contract to the lowest responsible Bidder.

- 19.07 No Contract will be awarded or binding upon OWNER until it has been signed by its Mayor (or by the Mayor Pro Tem or other Council members stated in the City Charter) after having been duly authorized to do so by the City Council of the City of Deer Park.
- 19.08. Chapter 176 of the Texas Local Government Code requires a person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity to submit a **Conflict of Interest Questionnaire** to the appropriate records administrator of the City not later than the seventh business day after the date the person begins contract discussions or negotiations with the local governmental entity, or submits to the local governmental entity an application, response to a request for proposals or Bids, correspondence, or another writing related to a potential agreement with the local governmental entity. For purposes of this Bid, Bidder may submit the completed form with the Bid. Each Bidder is responsible for verifying it is using the most current form available from www.ethics.state.tx.us. This legislation is subject to change, and each vendor should consult their own attorney regarding the current law. This statement is provided for information purposes only, and submission of a completed Conflict of Interest Questionnaire is not a required element of the Bid.
- 19.09 Section 2252.908 of the Texas Government Code states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

All contractors entering into a contract that is approved by City Council must complete a Form 1295.

A business entity must enter the required information on Form 1295 online at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be submitted to the City.

ARTICLE 20: CONTRACT SECURITY AND INSURANCE

- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth OWNER'S requirements as to performance and payment Bonds and insurance. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by such Bonds.
- 20.02 The CONTRACTOR shall not commence Work until he has furnished certification of all insurance required and such has been approved by the City of Deer Park, nor shall the CONTRACTOR allow any subcontractor to commence Work until proof of all similar insurance that is required of the Subcontractor has been furnished and approved. The OWNER must be an additional insured on the policies and the policies must provide coverage to OWNER for work under this Contract. A certificate of insurance that contains the following language, or similar language, **WILL NOT BE ACCEPTED** as evidence that OWNER is an additional insured and covered under the policies: "ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW." The Certificate of Liability Insurance form included in the Bid Documents must be used by the CONTRACTOR's Insurer, and CONTRACTOR's Insurer must furnish a full and complete copy of the underlying insurance policy to the OWNER upon OWNER's request to establish proof of insurance.
- 20.03 If the Bidder's insurance company is authorized, pursuant to its agreement with Bidder, to arrange for the replacement of a loss, rather than by making a cash payment directly to the City of Deer Park, the insurance company must furnish or have furnished by Bidder, a performance bond in accordance with Chapter 2253.021(b), Texas Government Code, and a payment bond in accordance with Chapter 2253.021(c), Texas Government Code.

ARTICLE 21: SIGNING OF AGREEMENT

- 21.01 When OWNER gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER. Within ten days thereafter, OWNER shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22: SALES AND USE TAXES

- 22.01 OWNER is exempt from Texas state sales and use taxes on materials and equipment to be incorporated in the Work, pursuant to the provisions of Section 151.309(5) of the Texas Tax Code. Said taxes shall not be included in the Bid. Refer to paragraph 6.10 of the General Conditions for additional information.

ARTICLE 23: RETAINAGE

- 23.01 Under paragraph 14.02 of the General Conditions, retainage in the amount of five percent (5%) will be withheld pursuant to Texas Government Code § 2253, and such retainage will be withheld until thirty (30) days after Final Completion.

SECTION #00300

BID FORM

BIDDER'S NAME South Pools Inc

PROJECT IDENTIFICATION:

City of Deer Park
Dow Park Pavilion and Improvements
710 E. San Augustine Street, Deer Park, Texas 77536

BID NUMBER: 201710

THIS BID IS SUBMITTED TO:

**The City of Deer Park, Texas
City Secretary at City Hall
710 E. San Augustine Street
Deer Park, Texas 77536**

- 1.01** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 1.02** BIDDER understands and agrees that the OWNER has the right to reject any or all Bids and to waive any minor technicalities.
- 2.01** Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.
- 3.01** In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>01/30/2017</u>
<u>2</u>	<u>02/10/2017</u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

- G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
 - I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
 - J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 4.01** Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- 5.01** **Bidder will complete the Work in accordance with the Contract Documents for the prices attached hereto as Attachment A - Unit Price Schedule**
- Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.
- 6.01** Bidder agrees that the Work will be substantially complete within 95 calendar days after the date of the written Notice-to-Proceed and to fully complete project and ready for final payment within 120 calendar days after the date of the written Notice to Proceed.
- 6.02** not used
- 7.01** The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of Chashier's check
- B. Section 00400, Statement of Bidder's Experience, including Attachments A – I.

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on 02/14, 2017.

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: South Pools Inc. (SEAL)

State of Incorporation: Texas

Type (General Business, Professional, Service, Limited Liability): _____

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): Mike Tello

Title: President

(CORPORATE SEAL)

Attest _____

(Signature of Corporate Secretary)

Business address: 12436 FM 1960 Rd. #222

Houston, TX 77065

Phone No.: 713 423 4663 FAX No.: 832 237 3860

Date of Qualification to do business is 01/2001.

A Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Phone and FAX Number, and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

SECTION #00400

STATEMENT OF BIDDERS EXPERIENCE

BIDDER'S NAME: South Pools Inc

Project Name: Dow Park Pavilion and Improvements

All questions on this form must be answered and data given must be clear and comprehensive. If necessary, questions may be continued on separately attached sheets.

PART 1, PART 2, and PART 3 below are to be submitted as part of the Bid.

PART 1 – GENERAL

- 1.1** Bidder must submit Attachments A through I contained in this Statement of Bidder's Experience form signed and notarized with its Bid. Failure to do so will constitute an incomplete Bid, which will be rejected. Information must be provided to the OWNER as part of the formal Bid. Submit the required forms in accordance with Article 10, Section 00100, Instructions to Bidders.
- 1.2** The Bidder and OWNER agree that, in determining the apparent low Bid, the responsibility of the Bidders will be considered in awarding a Contract for this Project. In connection therewith, all Bidders are required to submit a set of additional completed attachments to the Statement of Bidder's Experience Form for the OWNER's consideration. The Contract will be awarded by the OWNER to the lowest responsible Bidder. Submit the required forms in accordance with Article 10, Section 00100, Instructions to Bidders.
- 1.3** List type of work/specialties and percentage of total contracted amount for this project to be performed with own forces. Attach separate sheet as needed.

Work/Specialty

South Pools started installing pools and backyard structures such as pavilions outdoor kitchens,
purgolas...etc. We expanded our business to include splashpads for public Parks which often

included pavilions, picnic tables, parking lots, restrooms, electrical work....etc

- 1.4** Bidder must list work/specialties and percentage of total contracted amount for this project that will be performed by Subcontractors. List company name(s), address(s), phone no.(s) and representative information. Attach separate sheet as needed.

Work/Specialty	Percentage (%)	Company Name/Address/Phone/Contact
General Construction	50%	A & M Contractors 713 468 1480 Mr. Abed
General construction	30 %	Conventional Construction 936 202 0525 Rene
Pools/General Construction	20%	South Pools Inc 713 423 4663 Mike Tello

PART 2 – BIDDER’S INFORMATION

2.1 Bidder’s Information

In order to make a responsive Bid, Bidder must answer all questions completely and all information must be clear, accurate and comprehensive. If necessary, questions may be answered on separate attached sheets. **The forms to complete this requirement are attached hereto as Attachment A.**

PART 3 – EXPERIENCE REQUIREMENTS

The Bidder must provide the following information with its Bid:

3.1 In order to make a responsive Bid, the Bidder must provide evidence of a minimum of three (3) successfully completed projects of comparable size, complexity and scope within the United States successfully completed by the Bidder within the past five (5) years, meeting the criteria listed on this form in subsection 3.1.1, if applicable.

3.2 This documentation shall be presented sufficiently and completely to demonstrate such services have been successfully provided by the Bidder for at least five (5) continuous year(s). **The forms to complete this requirement are attached hereto as Attachment B.**

If the Bidder chooses to fulfill any of the specific experience requirements listed in this document with subcontracted resources, the Bidder must indicate so on Attachment B, to be submitted with its bid. Additionally, Attachments E and I must be submitted with its bid. In accordance with paragraph 1.1, above.

3.2.1 Not Used.

3.3 In order to make a responsive Bid, the Bidder shall provide information on the experience of its proposed Project Manager and Superintendent by completing Attachment C, located at the end of this Section. The submitted Attachment C should include information and resumes for both the Bidder’s Project Manager and Superintendent, indicating a minimum of three (3) successfully completed projects of similar size, complexity, and scope within the past ten (10) years. **The forms to complete this requirement are attached hereto as Attachment C.**

The Bidder shall provide the following information at the time of bid.

3.4 Attachment D - Not Used.

The OWNER seeks CONTRACTORS that can complete the Work within the Contract time given for completion. Anything that might negatively impact a Bidder's ability to timely complete the Work may result in the Bidder being determined to not be the most responsible Bidder.

3.5 Attachment E - Not Used.

3.6 Attachment F - Not Used.

3.7 Attachment G - Not Used.

3.8 Attachment H - Not Used.

3.9 Authentication

The Bidder must authenticate and acknowledge the preceding information by providing witness in the presence of a notary public duly licensed and authorized to act in that capacity under the laws and statutes of the State of Texas, on the form provided on the following page. **The forms to complete this requirement are attached hereto as Attachment I.**

Attachment A
BIDDER'S INFORMATION

(To be returned with the Bid)

Bidder must answer all questions completely and all information must be clear, accurate and comprehensive. If necessary, questions may be answered on separate attached sheets.

- A. Name of Bidder: South Pools Inc
- B. Bidder's Permanent Address: 12436 FM 1960 #222, Houston, TX 77065
- C. Bidder's Phone No.: 713 423 4663
- D. Number of years in business under current company name: 16

(Note: A minimum of five (5) year's existence as a business is required under the current company name. Changes in company name during the experience period are acceptable if the continuity of the company structure can be demonstrated. Attach separate documentation, if applicable.)

If response is "YES" for questions E – H, attach brief description or explanation

- E. Has the Bidder ever defaulted on a contract?
YES () NO (X)
- F. Are there currently any judgments, claims, or lawsuits pending against the Bidder?
YES () NO (X)
- G. Does Bidder currently have any claims, judgments or lawsuits pending against any prior client?
YES () NO (X)
- H. Is the Bidder or principals of Bidder now, or has the Bidder or principals of Bidder ever been, involved in any bankruptcy or reorganization proceedings?
YES () NO (X)

Attachment B
STATEMENT OF EXPERIENCE

(To be returned with the Bid)

Using the summary format included below, list and describe Bidder's construction experience for a minimum of three (3) successfully completed projects of comparable size, scope and complexity to the Work described in the Contract Documents. The Bidder must have completed the projects within the past five (5) years. Part 3 of this section outlines the experience requirements which must be demonstrated with the three (3) successfully completed sample projects. (Use additional sheets as deemed necessary or appropriate.)

Are any of the experience requirements outlined in Part 3 to be fulfilled by subcontracted resources?

(circle one) YES / **NO**

NOTE: If yes, Attachment E (Statement of Experience for Bidder's Listed Subcontractors) and Attachment J (Authentication of Post-Bid Submittal) as well as any other required Post-Bid forms must be submitted as a Post-Bid Submittal as outlined in Paragraph 1.2 of Section #00400.

Project No. 1 - Experience

Name of Project: Bishop City Park Location: Bishop TX

OWNER's Name and Address: City of Bishop, 203 E. Main St. Bishop, TX 78343

OWNER's Contact Person (Print): Hector Castandena Phone/Fax No.: 361 960 1166 /

Payment Bond (circle one) **YES** / NO

Performance Bond (circle one) **YES** / NO

Initial Contract Price: 130,000 Final Contract Price: 130,000

Total Contract Amount Performed by Own Forces: 130,000

Contract Start Date: 09/07/2016 (Date of Notice To Proceed)

Contract Time: 90 (X) Calendar Days () Working Days

Contract Substantial Completion Date: 10/06/2016

Actual Substantial Completion Date: 10/06/2016

If contract completion time extensions were added to the contract as a result of Bidder's responsibilities, provide a short explanation of each.

Project Description and Statement of Relevance to this Contract:

Installed a splashpad, pavement, pavillion/utility room. We tied all utilities, water, electric..etc to an access point provided by city.

Project No. 2 - Experience

Name of Project: Timber Lane Park Location: Spring, TX

OWNER's Name and Address: Timber lane Utility district 2610 Ciderwood, Spring TX 77379

OWNER's Contact Person (Print): Bud Gessel Phone/Fax No.: 832 265 0226 /

Payment Bond (circle one) **YES** / NO

Performance Bond (circle one) **YES** / NO

Initial Contract Price: 299,886.10 Final Contract Price: 355,661.10

Total Contract Amount Performed by Own Forces: 250,000

Contract Start Date: March 9, 2016 (Date of Notice To Proceed)

Contract Time: 90 (X) Calendar Days () Working Days

Contract Substantial Completion Date: June 11, 2016

Actual Substantial Completion Date: June 30, 2016

If contract completion time extensions were added to the contract as a result of Bidder's responsibilities, provide a short explanation of each.

Major Flooding in April 2016 and Delays by owner/Centerpoint in providing electrical meter

If contract completion time extensions were added to the contract as a result of Bidder’s responsibilities, provide a short explanation of each.

Project Description and Statement of Relevance to this Contract:

Installed an 8500 sq ft splashpad, pavilions, pavement.

Attachment C

STATEMENT OF EXPERIENCE FOR BIDDER'S LISTED PROJECT MANAGER & SUPERINTENDENT

(To be returned with the Bid)

Attach resumes for the following personnel who will be assigned to this project. The resumes must demonstrate that these individuals have worked on at least three (3) similar, successfully completed projects in the capacity of Project Manager or Superintendent, or other supervisory capacity, as applicable, during the last 10 years.

Project Manager (name): Mike Tello

Superintendent (name): Rene Suarez

Insert Resumes & Experience

Attachment I
AUTHENTICATION OF BID SUBMITTAL

(To be returned with the Bid)

The Bidder must authenticate and acknowledge the preceding information by providing witness in the presence of a notary public duly licensed and authorized to act in that capacity under the laws and statutes of the State of Texas, on the form provided on the following page.

NOTARIZE ONLY THE LAST PAGE OF THIS FORM

Signed By: _____

Typed Name: _____

Typed Title: _____

Limited Partnership Acknowledgement

State of Texas

County of _____

Before me _____ (insert Notary's name), a Notary Public, on this day personally appeared _____ (insert name of person signing on behalf of general partner of limited partnership), _____, title of officer or manager and _____, name of corporation or LLC); the General Partner of _____ (insert name of limited partnership), known to me personally or on the basis of legally sufficient identification to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

[Seal] Given under my hand and seal of office this __day of _____, A.D., 20_____.

Notary Public, State of Texas

Signed By: _____

Typed Name: _____

Typed Title: _____

Corporation or Limited Liability Company Acknowledgement

State of Texas

County of _____

Before me _____ (insert Notary's name), a Notary Public, on this day personally appeared _____ (insert name of person signing on behalf of corporation or LLC) as _____ (title of officer or manager and name of corporation or LLC); known to me personally or on the basis of legally sufficient identification to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

[Seal] Given under my hand and seal of office this __day of _____, A.D., 20____.

Notary Public, State of Texas

SECTION #00410

BID BOND

BIDDER (Name and Address):

South Pools Inc.
12436 FM 1960 Rd. #222
Houston, TX 77065

SURETY (Name and Address of Principal Place of Business):

Cashier's check

OWNER (Name and Address):

City of Deer Park
710 E. San Augustine Street, Harris County
Deer Park, Texas 77536

BID

BID DUE DATE: 02/14/2017

PROJECT: Dow Park

BOND

BOND NUMBER:

DATE (Not later than Bid due date):

PENAL SUM: 30886.88

(Words)

(Figures)

Thirty thousands, eight hundred, eighty six and 88/100

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

South Pools Inc (Seal)
Bidder's Name and Corporate Seal

N/A (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any Performance and Payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any Performance and Payment Bonds required by the Bidding Documents, or

3.2. All Bids are rejected by OWNER, or

3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 90 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States

Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and

Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
25. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

26. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
27. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
28. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
29. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
30. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
31. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
32. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
33. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
34. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
35. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
36. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
37. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
38. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

39. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
40. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
41. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
42. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
43. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
44. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
45. *Unit Price Work*—Work to be paid for on the basis of unit prices.
46. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
47. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

- B. *Day*:
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- C. *Defective*:
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion.
- D. *Furnish, Install, Perform, Provide*:
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- E. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to the Owner and Engineer:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

2.07 *Designation of Authorized Representatives*

- A. Prior to or within three (3) days of the Notice to Proceed, the Owner and Contractor shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Should Contractors perform the Work after discovery of such a conflict without reporting the conflict or before receipt of a clarification or interpretation by Engineer, Contractor will be solely liable for any correction or other measures that may be required to overcome the conflict or bring the Work into compliance with the Contract Documents.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence upon issuance of notice to proceed.

4.02 *Commencement of Performance*

- A. No Work shall be done at the Site prior to such date. Contractor may commence performance upon receipt of the Notice to Proceed and in accordance with any terms and dates contained therein.

4.03 *Reference Points*

- A. If applicable, Owner shall provide engineering surveys, or GPS control points to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.
- B. Contractor shall note the location of all reference points and controls on a set of red-lined drawings or exhibits to be maintained at all time on the jobsite.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Time. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. abnormal weather conditions;
 - 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 - 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.
- H. Contractor expressly waives any right to an adjustment in Contract Price for any event of delay. Contractor's sole remedy for any delay shall be limited to an adjustment in Contract Time.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas:*
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with

such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, INDEMNIFY AND HOLD HARMLESS OWNER, ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS FROM AND AGAINST ANY SUCH CLAIM, AND AGAINST ALL COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO ANY CLAIM OR ACTION, LEGAL OR EQUITABLE, BROUGHT BY ANY SUCH OWNER OR OCCUPANT AGAINST OWNER OR ANY OTHER PARTY INDEMNIFIED HEREUNDER TO THE EXTENT CAUSED DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART BY, OR BASED UPON, CONTRACTOR'S PERFORMANCE OF THE WORK, OR BECAUSE OF OTHER ACTIONS OR CONDUCT OF THE CONTRACTOR OR THOSE FOR WHICH CONTRACTOR IS RESPONSIBLE.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. Contractor accepts the responsibility to satisfy itself as to the soil conditions and nature and type of geological formations in and through which this Project will be constructed. Such information as may be obtained from the test borings and accompanying notations shown on the plans is merely for the guidance of the Contractor and is not to be construed in any manner as a guarantee by the Owner that such conditions of sub-surface strata are infallible.
- B. Contractor waives any and all rights to make a claim against Owner relating to representations related to geotechnical data provided in the contract documents, plans and specifications. The locations of the test holes, if applicable, are shown in the Geotechnical Report. Logs of these test holes are included in the Geotechnical Report. Test holes information represents subsurface characteristics to the extent indicated and only for the point location of the test hole. Contractor shall make its own interpretation of the character and condition of the materials, which will be encountered. Contractor may, at its own expense, make additional surveys and investigations as it may deem necessary to determine conditions, which will affect performance of the Work.
- C. *Reports and Drawings:* Owner will identify to the Contractor:
 - 1. any reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. any drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 3. Technical Data contained in such reports and drawings.
- D. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified by Owner with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Times to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's time required for performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
 2. Contractor shall not be entitled to any adjustment in the Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor submitted its Bid or entered into the Agreement with Owner for the Project; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Times, then any such adjustment shall be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Contract Documents:
1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Times Adjustments:*
 1. Contractor shall be entitled to an equitable adjustment in the Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

- b. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
- 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Times then any such adjustment shall be set forth in a Change Order.
- 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Times no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- B. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- C. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and deduct all costs incurred from the contract balance or if no contract balance, may file a claim for costs.
- D. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- E. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by

Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- G. TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER AND ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE FAILURE TO CONTROL, CONTAIN, OR REMOVE A CONSTITUENT OF CONCERN BROUGHT TO THE SITE BY CONTRACTOR OR BY ANYONE FOR WHOM CONTRACTOR IS RESPONSIBLE, OR TO A HAZARDOUS ENVIRONMENTAL CONDITION CREATED BY CONTRACTOR OR BY ANYONE FOR WHOM CONTRACTOR IS RESPONSIBLE.
- H. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond in accordance with chapter 2253 of the Texas Government Code. Contractor shall also furnish such other bonds as are required by other specific provisions of the Contract.
- B. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds in a form acceptable to Owner. The surety on the bonds must be duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in Texas, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide bonds from another surety, all of which shall comply with the requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

6.02 *Insurance—General Provisions*

- A. Owner is self-insured as a municipality of the State of Texas.
- B. Contractor shall provide all insurance with required by Exhibit A to these General Conditions, Owner's Insurance Requirements.

ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written consent of Owner. Such consent shall not be unreasonably withheld.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner’s written consent, which will not be unreasonably withheld.
- C. Contractor shall provide and pay for labor in accordance with the prevailing wage in the locality and shall not pay less than the prevailing wage.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *“Or Equals”*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is

followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an “or equal” item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor’s Expense:* Contractor shall provide all data in support of any proposed “or equal” item at Contractor’s expense.
- C. *Engineer’s Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each “or-equal” request. Engineer may require Contractor to furnish additional data about the proposed “or-equal” item. Engineer will be the sole judge of acceptability. No “or-equal” item will be ordered, furnished, installed, or utilized until Engineer’s review is complete and Engineer determines that the proposed item is an “or-equal”, which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination. Use of an unapproved “or-equal” item will render such Work defective and will be subject to Article 14 provisions.
- D. *Effect of Engineer’s Determination:* Neither approval nor denial of an “or-equal” request shall result in any change in Contract Price. The Engineer’s denial of an “or-equal” request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished,

installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- E. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- B. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- C. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- D. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- E. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- F. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- G. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- H. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner.
- I. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER, ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS OF EACH AND ANY OF THEM FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO ANY INFRINGEMENT OF PATENT RIGHTS OR COPYRIGHTS INCIDENT TO THE USE IN THE PERFORMANCE OF THE WORK OR RESULTING FROM THE INCORPORATION IN THE WORK OF ANY INVENTION, DESIGN, PROCESS, PRODUCT, OR DEVICE NOT SPECIFIED IN THE CONTRACT DOCUMENTS.

7.08 *Permits*

- A. The Owner shall waive all construction permit fees and charges assessed by entities and agencies of the City. This section is not intended to waive any permit fees or charges assessed by the departments of the state, the county or federal government. To the extent such fees are not waived, Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract).

7.09 *Taxes*

- A. The Owner enjoys tax-exempt status as a municipality. To enjoy the cost-savings benefits of its tax-exempt status, the Owner will provide a Tax Exemption Certificate to the Contractor for use on the Project. The Contractor shall use that certificate to exempt any purchases made for the Work from taxes. All savings for the tax-exempt status will be passed on to the Owner by the Contractor. The Contractor agrees to bind all Subcontractors of any tier to the obligation to present and use the Tax Exemption Certificate and pass all savings to the Owner.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses. However, Contractor has no responsibility or liability for determining whether the Work as described in the Contract Documents complies with applicable Laws or Regulations.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Owner. Delivery of a complete set of record documents to Owner is a condition precedent to Final Completion.

7.12 *Safety and Protection*

- A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall comply with all Laws and Regulations regarding safety and shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.
- B. In the event there is an accident involving injury to any individual on or near the Work, the Contractor shall notify Owner's Representative within twenty-four (24) hours of the event and shall be responsible for recording the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining medical reports and other documentation that describes the event. Copies of such documentation shall be provided to Owner, for the Owner's and Engineer's records, within forty-eight (48) hours of the event. Nothing in this section will relieve Contractor of its obligations and responsibilities with respect to an injury under any state and federal laws and regulations.

7.16 *Shop Drawings, Samples, and Other Submittals*

- A. *Shop Drawing and Sample Submittal Requirements:*
 - 1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
1. *Shop Drawings:*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
 2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or

Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

3. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
4. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
5. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- B. The Contractor warrants and guarantees for one (1) year from Final Completion, or for a longer period if expressly stated in the Contract Documents, the Work. This includes a Warranty and Guarantee against any and all defects. The Contractor must correct any and all defects in material and/or workmanship which may appear during the Warranty and Guarantee period, or any defects that occur within one (1) year of Final Completion even if discovered more than one (1) year after Final Completion, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the Owner, within a reasonable period of time, and to the Owner's satisfaction.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Engineer;
 - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. use or occupancy of the Work or any part thereof by Owner;
 - 5. any review and approval of a Shop Drawing or Sample submittal;
 - 6. the issuance of a notice of acceptability by Engineer;
 - 7. any inspection, test, or approval by others; or
 - 8. any correction of defective Work by Owner.

7.18 *Indemnification*

- A. TO THE FULLEST EXTENT PERMITTED BY LAW, AND IN ADDITION TO ANY OTHER OBLIGATIONS OF CONTRACTOR UNDER THE CONTRACT OR OTHERWISE, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER, ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PERFORMANCE OF THE WORK, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM BUT ONLY TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR, ANY SUBCONTRACTOR, ANY SUPPLIER, OR ANY INDIVIDUAL OR ENTITY DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM TO PERFORM ANY OF THE WORK OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

7.19 *Delegation of Professional Design Services*

- A. Contractor shall not be responsible for nor warrant the adequacy of the design, performance, criteria, or design criteria specified by Owner or Engineer in the Contract Documents, Plans , and Specifications.
- B. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- C. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- D. Owner shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- E. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly

integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at

or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) INDEMNIFY AND HOLD HARMLESS OWNER, ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS FROM AND AGAINST ANY SUCH CLAIMS, AND AGAINST ALL COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO SUCH DAMAGE, DELAY, DISRUPTION, OR INTERFERENCE.

ARTICLE 9 – OWNER’S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. For all Project and performance of Work matters, Owner will issue communications to Contractor through Engineer. However, Owner may, at its discretion, issue communications related to the Project directly to Contractor. In all such direct communications, Owner will endeavor to copy Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer. The replacement engineer’s status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner’s duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner’s duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

9.06 *Limitations on Owner’s Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.

9.07 *Evidence of Financial Arrangements*

- A. Within Thirty (30) days of executing the Agreement, Contractor may request, and Owner shall furnish, reasonable evidence that financial arrangements have been made to satisfy Owner’s obligations under the Contract Documents.

9.08 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will act as the Owner's representative for Project administration during the construction period. Engineer shall not have the authority to bind the Owner as that authority lies with the Owner's designated representative, but Engineer may communicate on behalf of Owner in all Project matters.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in this article 10.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Engineer's authority, responsibility and actions as Owner's representative shall not give rise to any liability to Contractor. Contractor expressly waives any claims it has against Engineer for the performance of its responsibilities as Owner's representative.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto.
- C. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- D. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. A Change Order shall be used to amend or supplement the Contract Documents when the Parties agree to the amendment, supplement, modification to the scope of work, or change in the Contract Price or the Contract Times.
 - 2. *Work Change Directives:* A Work Change Directive may be issued by the Owner if the Parties cannot agree on a Change Order or if:
 - a. The parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order,

following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price.

- b. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
 - c. Upon receipt of a Change Directive, Contractor shall promptly proceed with the change in the Work involved.
3. *Field Orders:* Owner or Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

- B. An adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any

Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
 - 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 - 2. *Engineer's Action:* Engineer will review each Change Proposal with Owner and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Engineer's action on a Change Proposal will not have the effect of adjusting the Contract Time or Contract Price without express written approval of Owner and a memorialization of Engineer's Action in a Change Order. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 - 3. *Binding Decision:* Engineer's decision will be final and binding upon Contractor, unless Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07; and
4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The responsibility to substantiate a Claim shall rest with the party making the Claim.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, the mediation shall occur within 60 days of the agreement to mediate. However, the mediation may be stayed and its scope and schedule may be amended, provided that the mediation occur no later than 60 days following Final Completion.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

4. Mediation is a condition precedent to litigation before a court of competent jurisdiction or tribunal.
- E. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party.
- F. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise, that agreement should be memorialized in a Change Order if the Project is ongoing at the time of resolution and the agreement affects the Contract scope, price, or time.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

- C. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
 - 1. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, approved by Owner, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. The cost of utilities, fuel, and sanitary facilities at the Site.
 - e. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- D. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
 - 1. Payroll costs and other compensation of Contractor's employees, agents and other personnel not included in Paragraph 13.01.B, whether at the Site or in Contractor's principal or branch office for general administration of the Work. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 4. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- E. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- F. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a

decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall be responsible for providing the services of an independent inspection and testing lab if the Contract Documents and Specifications so require.
- C. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner.

- D. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.

- B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, upon Owner's approval and Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer

for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents; and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Reductions in Payment by Owner:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - h. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. At that inspection, Owner and Engineer will review, supplement, and edit the initial punch list prepared by Contractor or prepare an additional punch list if Contractor has not yet provided a punch list. If Owner or Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Owner and Engineer consider the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. If Owner and Engineer do not consider the Work substantially complete, the Engineer shall notify Contractor of such, in writing, with a specific explanation of those portions of the Work that are the basis for determining the Work is not substantially complete.
- D. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03 for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of

completion. If Owner or Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Owner or Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work.

4. No use or occupancy or separate operation of part of the Work by Owner will relieve Contractor of its insurance obligations under these Contract Documents.
- B. The Owner, at the Owner's sole option, shall have the right to take possession of and use any completed or partially completed portion of the Work regardless of the time for completing the entire Work. The Owner's exercise of such use and possession shall not be construed to mean that the Owner acknowledges that any part of the Work so possessed and used is substantially complete or that it is accepted by Owner, and the Owner's exercise of such use and possession shall not relieve the Contractor of its responsibility to complete all Work in accordance with the Contract Documents.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other

burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off) will become due and shall be paid by Owner to Contractor.

E. *Contractor's Warranty and Guarantee:* Contractor's general warranty period and guarantee will begin to run upon Final Completion as approved by City Council, and following Engineer's written recommendation.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from defective Work appearing after final inspection, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted, expressly reserved, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Final Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is in need of repair, adjustment, modification, correction, or found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as

permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;
 2. correct such defective Work;
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents; or
 3. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. If Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient. If Owner chooses to complete the Work in accordance with this provision, Owner and Contractor expressly agree that Owner shall be exempt from publicly bidding the completion work pursuant to Section 252.022 of the Texas Local Government Code.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds to complete the Work and/or correct the default, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for:
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work;
 3. demobilization expenses; and
 4. overhead and profit on unperformed work. .
- B. Contractor shall not be paid for any economic loss arising out of or resulting from such termination, except for those costs expressly identified above..

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 180 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
 - 3. Reserved claims of Owner or Contractor under these Control Documents, including Article 12.
- B. *Final Resolution of Disputes:*
 - 1. For any disputes subject to this article, Owner and Contractor shall endeavor to resolve their Claims by mediation. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction. Mediation is a condition precedent to litigation before a court of competent jurisdiction.
 - 2. For any claim not resolved by mediation, the parties agree to submit such claims to the jurisdiction of the District Court of Harris County, Texas for final dispute resolution.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended;
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice; or
 - 3. delivered by electronic means with a corresponding confirmation of delivery or read receipt.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday, Sunday or a legal holiday, the computation of time will conclude on the next business day.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available, by special warranty or guarantee, or by other provisions of the Contract.

18.04 *Limitation of Damages*

- A. The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:
 - 1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
 - 2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, bonding capacity, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state of Texas.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

18.09 *Prevailing Wage*

- A. Contractor shall provide and pay for labor in accordance with the prevailing wage in the locality and shall not pay less than the prevailing wage.

18.10 *Right to Audit:*

- A. Whenever the Owner enters into any type of contractual arrangement with the Contractor, then the Contractor's "records" shall upon reasonable notice be open to inspection and subject to audit and/or reproduction during normal business working hours. The Owner's representative, or an outside representative engaged by the Owner, may perform such audits. The Contractor shall maintain all records relating to this Agreement for four (4) years from the date of final payment under this Agreement.
- B. The Owner shall have the exclusive right to examine the records of the Contractor. The term "records" as referred to herein shall include any and all information, materials and data of every kind and character, including without limitation records, books, papers, documents, contracts, schedules, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may, in the Owner's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document. Such records shall include (hard copy, as well as computer-readable data if it can be made available), written policies and procedures, time sheets, payroll registers, cancelled checks, personnel file data, correspondence, general ledger entries, and any other record in the Contractor's possession which may have a bearing on matters of interest to the Owner in connection with the Contractor's dealings with the Owner (all of the foregoing are hereinafter referred to as "records"). In addition, the Contractor shall permit interviews of employees as well as agents, representatives, vendors, subcontractors and other third parties paid by the Contractor to the extent necessary to adequately permit evaluation and verification of the following:
 - 1. The Contractor's compliance with contract requirements;
 - 2. The Contractor's compliance with the Owner's business ethics policies; and
 - 3. If necessary, the extent of the Work performed by the Contractor at the time of contract termination.
- C. The Contractor shall require all payees (examples of payees include subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this Article 18.01 by securing the requirements hereof in a written agreement between the Contractor and payee. Such requirements include a flow-down right of audit provision in contracts with payees that also apply to subcontractors and sub-subcontractors, material suppliers, etc. The Contractor shall cooperate fully and shall require Related Parties and all of the Contractor's subcontractors to cooperate fully in furnishing or in making available to the Owner from time to time whenever requested, in an expeditious manner, any and all such information, materials, and data.

- D. The Owner's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with this Article 18.10.

- E. If an audit inspection or examination in accordance with this Article 18.10 discloses overpricing or overcharges of any nature by the Contractor to the Owner in excess of one-half of one percent (.5%) of the total contract billings, then the reasonable actual cost of the Owner's audit shall be reimbursed to the Owner by the Contractor. Any adjustments and/or payments, which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records, shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the Owner's findings to the Contractor.

Exhibit A.
Owner's Insurance Requirements of Contractor

1. Specific Insurance Requirements

The following insurance shall be maintained in effect with limits not less than those set forth below at all times during the term of this Agreement and thereafter as required:

Insurance	Coverage/Limits	Other Requirements
Commercial General Liability (Occurrence Basis)	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> ▪ \$1,000,000 Per Occurrence ▪ \$2,000,000 General Aggregate ▪ \$2,000,000 Products/Completed Operations Aggregate ▪ \$1,000,000 Personal And Advertising Injury ▪ Designated Construction Project(s) General Aggregate Limit 	<ul style="list-style-type: none"> ▪ Current ISO edition of CG 00 01 ▪ Additional insured status shall be provided in favor of Owner Parties on a combination of ISO forms CG 20 10 04 13 and CG 20 37 04 13. ▪ This coverage shall be endorsed to provide primary and non-contributing liability coverage. It is the intent of the parties to this Agreement that all insurance coverage required herein shall be primary to and will not seek contribution from any other insurance held by Owner Parties, with Owner Parties' insurance being excess, secondary and non-contributing. ▪ Stop Gap coverage shall be provided if any work is to be performed in a monopolistic workers' compensation state. ▪ The following exclusions/limitations (or their equivalent(s), are prohibited: <ul style="list-style-type: none"> ○ Contractual Liability Limitation CG 21 39 ○ Amendment of Insured Contract Definition CG 24 26 ○ Limitation of Coverage to Designated Premises or Project, CG 21 44 ○ Exclusion-Damage to Work Performed by Subcontractors On Your Behalf, CG 22 94 or CG 22 95 ○ Exclusion-Explosion, Collapse and Underground Property Damage Hazard, CG 21 42 or CG 21 43 ○ Any Classification limitation ○ Any Construction Defect Completed Operations exclusion ○ Any endorsement modifying the Employer's Liability exclusion or deleting the exception to it ○ Any endorsement modifying or deleting Explosion, Collapse or Underground coverage ○ Any Habitational or Residential exclusion applicable to the Work ○ Any "Insured vs. Insured" exclusion except Named Insured vs. Named Insured ○ Any Punitive, Exemplary or Multiplied Damages exclusion ○ Any Subsidence exclusion

Business Auto Liability	Amount of coverage shall be no less than: ▪ \$1,000,000 Per Accident	<ul style="list-style-type: none"> ▪ Current ISO edition of CA 00 01 ▪ Arising out of any auto (Symbol 1), including owned, hired and nonowned
Workers' Compensation and Employer's Liability	Amounts of coverage shall be no less than: <ul style="list-style-type: none"> ▪ Statutory Limits ▪ \$1,000,000 Each Accident and Disease ▪ Alternate Employer endorsement ▪ USL&H must be provided where such exposure exists. 	<ul style="list-style-type: none"> ▪ The State in which work is to be performed must listed under Item 3.A. on the Information Page ▪ Such insurance shall cover liability arising out of the Contractor's employment of workers and anyone for whom the Contractor may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted. ▪ Where a Professional Employer Organization (PEO) or "leased employees" are utilized, Contractor shall require its leasing company to provide Workers' Compensation insurance for said workers and such policy shall be endorsed to provide an Alternate Employer endorsement in favor of Contractor and Owner. Where Contractor uses leased employees with Workers' Compensation insurance provided by a PEO or employee leasing company, Contractor is strictly prohibited from subletting any of its work without the express written agreement of Owner.
Excess Liability (Occurrence Basis)	Amounts of coverage shall be no less than: <ul style="list-style-type: none"> ▪ \$5,000,000 Each Occurrence ▪ \$5,000,000 Annual Aggregate 	<ul style="list-style-type: none"> ▪ Such insurance shall be excess over and be no less broad than all coverages described above. ▪ Drop-down coverage shall be provided for reduction and/or exhaustion of underlying aggregate limits and shall include a duty to defend any insured.
Professional Liability	Amounts of coverage shall be no less than: <ul style="list-style-type: none"> ▪ \$1,000,000 Each Occurrence ▪ \$2,000,000 Annual Aggregate ▪ If a combined Contractor's Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Loss and Aggregate. ▪ Such insurance shall cover all services rendered by the Contractor and its consultants under the Agreement, including but not limited to design or design/build services. ▪ Policies written on a Claims-Made basis shall be maintained for at least two years beyond termination of the Agreement. 	<ul style="list-style-type: none"> ▪ Such insurance shall cover all services rendered by the Contractor and its subcontractors under the Agreement. ▪ This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: <ul style="list-style-type: none"> ○ bodily injury or property damage where coverage is provided in behalf of design professionals or design/build contractors ○ habitational or residential operations ○ mold and/or microbial matter and/or fungus and/or biological substance ○ punitive, exemplary or multiplied damages. ▪ Any retroactive date must be effective prior to beginning of services for the Owner. ▪ Policies written on a Claims-Made basis shall have an extended reporting period of at least two years beyond termination of the Agreement. Vendor shall trigger the extended reporting period if identical coverage is not otherwise maintained with the expiring retroactive date.

Contractors Pollution Liability	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> ▪ \$1,000,000 Each Loss ▪ \$2,000,000 Annual Aggregate ▪ If a combined Contractor's Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Loss and Aggregate. ▪ The policy must provide coverage for: <ul style="list-style-type: none"> ○ the full scope of the named insured's operations (on-going and completed) as described within the scope of work for this Agreement ○ loss arising from pollutants including but not limited to fungus, bacteria, biological substances, mold, microbial matter, asbestos, lead, silica and contaminated drywall ○ third party liability for bodily injury, property damage, clean up expenses, and defense arising from the operations; ○ diminution of value and Natural Resources damages ○ contractual liability ○ claims arising from non-owned disposal sites utilized in the performance of this Agreement. 	<ul style="list-style-type: none"> ▪ The policy must insure contractual liability, name Owner Parties as an Additional Insured, and be primary and noncontributory to all coverage available to the Additional Insured. ▪ This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: <ul style="list-style-type: none"> ○ Insured vs. insured actions. However exclusion for claims made between insured within the same economic family are acceptable. ○ impaired property that has not been physically injured ○ materials supplied or handled by the named insured. However, exclusions for the sale and manufacture of products are allowed. Exclusionary language pertaining to materials supplied by the insured shall be reviewed by the certificate holder for approval. ○ property damage to the work performed by the contractor ○ faulty workmanship as it relates to clean up costs ○ punitive, exemplary or multiplied damages ○ work performed by subcontractors ▪ If coverage is provided on a Claims Made basis, coverage will at least be retroactive to the earlier of the date of this Agreement or the commencement of contractor services relation to the Work. ▪ The policy will offer an extended discovery or extended reporting clause of at least three (3) years. ▪ Completed Operations coverage shall be maintained through the purchase of renewal policies to protect the insured and additional insured for at least two (2) years after the property owner accepts the project or this contract is terminated. The purchase of an extended discovery period or an extended reporting period on a Claims Made policy or the purchase of occurrence based Contractors Environmental Insurance will not be sufficient to meet the terms of this provision.
Builders Risk	<ul style="list-style-type: none"> ▪ Coverage shall be provided in an amount equal at all times to the full contract value, including change orders, and cost of debris removal for any single occurrence. ▪ Coverage shall be at least as broad as an unmodified ISO Special form, shall be provided on a completed-value basis, and shall be primary to any other insurance coverage available to the named insured parties, with that other insurance being excess, secondary and non-contributing. ▪ The policy must provide coverage for: 	<ul style="list-style-type: none"> ▪ Insureds shall include Owner, General Contractor, all Loss Payees and Mortgagees, and subcontractors of all tiers in the Work as Insureds. ▪ Such insurance shall cover: <ul style="list-style-type: none"> ○ all structure(s) under construction, including retaining walls, paved surfaces and roadways, bridges, glass, foundation(s), footings, underground pipes and wiring, excavations, grading, backfilling or filling; ○ all temporary structures (e.g., fencing, scaffolding, cribbing, false work, forms, site lighting, temporary utilities and buildings)

	<ul style="list-style-type: none"> o Agreed Value Included o Damage arising from error, omission or deficiency in construction methods, design, specifications, workmanship or materials, including collapse Included o Debris removal additional limit \$1,000,000 o Earthquake and Earthquake Sprinkler Leakage \$5,000,000 o Flood \$5,000,000 o Freezing Included o Mechanical breakdown including hot & cold testing Included o Ordinance or law \$1,000,000 o Pollutant clean-up and removal \$ 25,000 o Preservation of property Included o Theft Included • Deductible shall not exceed <ul style="list-style-type: none"> o All Risks of Direct Damage, Per Occurrence, except \$10,000 o Named Storm 2% subject to \$50,000 minimum \$100,000 o Earthquake and Earthquake Sprinkler Leakage, Per Occurrence \$100,000 o Flood, Per Occurrence or excess of NFIP if in Flood Zone A or V \$100,000 	<ul style="list-style-type: none"> located at the site; o all property including materials and supplies on site for installation; o all property including materials and supplies at other locations but intended for use at the site; o all property including materials and supplies in transit to the site for installation by all means of transportation other than ocean transit; and o other Work at the site identified in the Agreement to which this Exhibit is attached. • No protective safeguard warranty shall be permitted. • The termination of coverage provision shall be endorsed to permit occupancy of the covered property being constructed. This insurance shall be maintained in effect, unless otherwise provided for the Agreement Documents, until the earliest of: <ul style="list-style-type: none"> o the date on which all persons and organizations who are insureds under the policy agree that it shall be terminated; o occupancy, in whole or in part; o the date on which release of substantial completion is executed; or o the date on which the insurable interests of Contractor in the Covered Property has ceased. • A waiver of subrogation provision shall be provided in favor of all insureds.
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2. General Insurance Requirements

A. Definitions. For purposes of this Agreement:

- i. "ISO" means Insurance Services Office.
- ii. "Contractor" shall include subcontractors of any tier.
- iii. "Owner Parties" means (a) the City of Deer Park ("Owner"), (b) the Project, (c) any lender whose loan is secured by a lien against the Work, (d) their respective shareholders, members, partners, joint venturers, affiliates, subsidiaries, successors and assigns, (e) any directors, officers, employees, or agents of such persons or entities, and (f) others as required by the Construction Documents.

B. Policies.

- i. Contractor shall maintain such General Liability, Excess Liability, Professional and Pollution insurance in identical coverage, form and amount, including required endorsements, for at least two (2) years following Date of Substantial Completion of the Work to be performed under this Agreement. Contractor shall provide written representation to Owner stating Work completion date.
- ii. All policies must:
 - a. Be written through insurance companies authorized to do business in the State in which the work is to be performed and rated no less than A-: VII in the most current edition of A. M. Best's Key Rating Guide at all times Work is to be performed.

- b. Provide a waiver of subrogation in favor of Owner Parties on all insurance coverage carried by Contractor, whether required herein or not.
- c. Contain an endorsement providing for thirty (30) days prior written notice of cancellation to Owner.
- d. Be provided to the Owner Parties in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage required herein in any manner without the prior express written approval of the Owner.
- iii. Failure of any Owner Party to demand such certificate or other evidence of full compliance with these insurance requirements or failure of any Owner Party to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.
- iv. Contractor shall provide to the Owner a certified copy of all insurance policies required herein within ten (10) days of any such request. Renewal policies, if necessary, shall be delivered to the Owner prior to the expiration of the previous policy.
- v. Commencement of Work without provision of the required certificate of insurance, evidence of insurance and/or required endorsements, or without compliance with any other provision of this Agreement, shall not constitute a waiver by any Owner Party of any rights. The Owner shall have the right, but not the obligation, of prohibiting the Contractor or any subcontractor from performing any Work until such certificate of insurance, evidence of insurance and/or required endorsements are received and approved by the Owner.

C. Limits, Deductibles and Retentions

- i. The limits of liability may be provided by a single policy of insurance or by a combination of primary and excess policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.
- ii. No deductible or self-insured retention shall exceed \$25,000 without prior written approval of the Owner, except as otherwise specified herein. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at the Contractor's sole risk. The Contractor shall not be reimbursed for same

D. Forms

- i. If the forms of policies, endorsements, certificates or evidence of insurance required by this Exhibit are superseded or discontinued, Owner will have the right to require other equivalent forms.
- ii. Any policy or endorsement form other than a form specified in this Exhibit must be approved in advance by Owner.

E. Evidence of Insurance. Insurance must be evidenced as follows:

- i. ACORD Form 25 Certificate of Liability Insurance for liability coverages.
- ii. ACORD Form 28 Evidence of Commercial Property Insurance for property coverages.
- iii. Evidence shall be provided to Owner prior to commencing Work and prior to the expiration of any required coverage.
- iv. ACORD Forms specify:
 - a. Owner as certificate holder at Owner's mailing address;
 - b. Insured's name, which must match that on this Agreement;
 - c. Insurance companies producing each coverage and the policy number and policy date of each coverage;
 - d. Producer of the certificate with correct address and phone number and have the signature of the authorized representative of the producer;
 - e. Additional Insured status in favor of Owner Parties;
 - f. Amount of any deductible or self-insured retention in excess of \$25,000;
 - g. Designated Construction Project(s) General Aggregate Limit;
 - h. Primary and non-contributory status;
 - i. Waivers of subrogation; and
 - j. All exclusions and limitations added by endorsement to the General Liability coverage. This can be achieved by attachment of the Schedule of Forms and Endorsements page.
- v. Copies of the following shall also be provided:
 - a. General Liability Additional insured endorsement(s);
 - b. General Liability Schedule of Forms and Endorsements page(s); and
 - c. 30 Day Notice of Cancellation endorsement applicable to all required policies.

F. Contractor Insurance Representations to Owner Parties

- i. It is expressly understood and agreed that the insurance coverages required herein (a) represent Owner Parties' minimum requirements and are not to be construed to void or limit the Contractor's indemnity obligations as contained in this Agreement nor represent in any manner a determination of the insurance coverages the Contractor should or should not maintain for its own protection; and (b) are being, or have been, obtained by the Contractor in support of the Contractor's liability and indemnity obligations under this Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of the Contractor, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate or waive any of the provisions of this Agreement.
- ii. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Agreement. If the Contractor shall fail to remedy such breach within five (5) business days after notice by the Owner, the Contractor will be liable for any and all costs, liabilities, damages and penalties resulting to the Owner Parties from such breach, unless a written waiver of the specific insurance requirement(s) is provided to the Contractor by the Owner. In the event of any failure by the Contractor to comply with the provisions of this Agreement, the Owner may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Contractor, purchase such insurance, at the Contractor's expense, provided that the Owner shall have no obligation to do so and if the Owner shall do so, the Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.
- iii. This Exhibit is an independent contract provision and shall survive the termination or expiration of the Construction Agreement.

G. Insurance Requirements of Contractor's Subcontractors

- i. Insurance similar to that required of the Contractor shall be provided by all subcontractors (or provided by the Contractor on behalf of subcontractors) to cover operations performed under any subcontract agreement. The Contractor shall be held responsible for any modification in these insurance requirements as they apply to subcontractors. The Contractor shall maintain certificates of insurance from all subcontractors containing provisions similar to those listed herein (modified to recognize that the certificate is from subcontractor) enumerating, among other things, the waivers of subrogation, additional insured status, and primary liability as required herein, and make them available to the Owner upon request.
- ii. The Contractor is fully responsible for loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage and unexplained disappearance of property. Any insurance covering the Contractor's or its subcontractor's property shall be the Contractor's and its subcontractor's sole and complete means or recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, the Contractor shall not be reimbursed for same. Should the Contractor or its subcontractors choose to self insure this risk, it is expressly agreed that the Contractor hereby waives, and shall cause its subcontractors to waive, any claim for damage or loss to said property in favor of the Owner Parties.

H. Use of the Owners Equipment

The Contractor, its agents, employees, subcontractors or suppliers shall use the Owners equipment only with express written permission of the Owners designated representative and in accordance with the Owners terms and condition for such use. If the Contractor or any of its agents, employees, subcontractors or suppliers utilize any of the Owners equipment for any purpose, including machinery, tools, scaffolding, hoists, lifts or similar items owned, leased or under the control of the Owner, the Contractor shall defend, indemnify and be liable to the Owner Parties for any and all loss or damage which may arise from such use.

I. Release and Waiver

The Contractor hereby releases, and shall cause its subcontractors to release, the Owner Parties from any and all claims or causes of action whatsoever which the Contractor and/or its subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof,

maintained and/or required to be maintained by the Contractor and/or its subcontractors pursuant to this Agreement. **THE FOREGOING RELEASE AND WAIVER APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF THE OWNER PARTIES.**

SECTION 00800

SUPPLEMENTARY CONDITIONS

GENERAL

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-1.01 DEFINED TERMS

Add the following defined terms to Section 1.01:

- 53** *Calendar Day:* "Calendar Day" is any day of the week or month, no days being excepted.
- 54** *Working Day:* A "Working Day" is defined as any day not including Saturdays, Sundays or any legal holidays, in which weather or other conditions, not under the control of the CONTRACTOR, will permit construction of the principal units of the work for a period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m.
- 55** *Working Times:* Times of day(s) during which work may be performed. Unless authorized by the City of Deer Park, all Work shall be performed between 7:00am and 6:00pm on weekdays and, if previously authorized by as provided for in Section 6.02 herein, as applicable, between 9:00 am and 6:00 pm on Saturdays, Sundays, or Legal Holidays. When the CONTRACTOR has been authorized to perform Work during hours outside Working Times, such hours shall be considered time worked on Working days. Notwithstanding the preceding, emergency work may be done without prior permission only as provided in paragraph 6.16 herein.
- 56** *Proposal:* Proposal of Offeror, under Local Government Code section 271.113 providing for alternative project delivery methods, on prescribed forms setting forth prices for performing the Work described in the Contract Documents.
- 57** *Proposal Documents:* The advertisement or invitation for Proposals, Instruction to Offerors, the Proposal form, the Contract Documents and Addenda (NOTE: this definition only applies where proposals, rather than bids have been solicited and where allowed under the Local Government Code).

SC-4.01 AVAILABILITY OF LANDS

Add the following defined terms to Section 4.01:

- D.** The Site for this project shall include the temporary and permanent easements as indicated on the Drawings.

SC-4.02 SUBSURFACE AND PHYSICAL CONDITIONS

Add the following paragraph immediately after paragraph 4.02.B:

- C.** In the preparation of the Contract Documents ENGINEER relied upon the following reports of explorations and tests of subsurface conditions at the Site:
- 1.** Report dated November 1, 2016 prepared by Earth Engineering, Inc., Houston, Texas entitled: “Geotechnical Exploration for the proposed Dow Park New Pavilions Deer Park, Texas, Project No. EE-1624209-G.” The “technical data” contained in such report upon which the CONTRACTOR may rely includes the Log of Borings provided in the Appendix to this Report.
 - 2.** CONTRACTOR represents that he has satisfied himself as to the subsurface conditions at the Site of the Work. The Contract Documents, including subsurface conditions, but excluding the “technical data” referenced in SC-4.02.C.2 above, are for information purposes only and are not warranted or represented in any manner to accurately show the conditions at the Site of the Work. All risks of differing site conditions shall be borne solely by the CONTRACTOR.

SC-5.02 LICENSED SURETIES AND INSURERS

Add the following to Section 5.02 A:

Surety and insurance companies from which the bonds and insurance for this Project are purchased shall have a Best’s rating of no less than A:VII, in addition to other requirements specified herein.

SC-5.04 CONTRACTOR’S LIABILITY INSURANCE

Add the following to Section 5.04.B.1:

Include the following parties or entities as additional insured:

Halff Associates, Inc.
1201 N. Bowser Road
Richardson, Texas 75081
214-346-6200

SC-5.04 Contractor's Liability Insurance

Replace Paragraph 5.04 with the following SC-5.04

5.04 Other Requirements: Bond and Insurance.

A. General Requirements:

1. CONTRACTOR shall purchase and maintain insurance in the types and amounts indicated below for the duration of the Contract (unless a longer duration is specified), which shall include items owned by OWNER in the care, custody and control of CONTRACTOR prior to and during the term of the Contract and all warranty periods. Failure to purchase and maintain the required insurance shall be grounds for Termination of the Contract or Suspension of the Work by OWNER. Except for the Worker's Compensation policy, the other insurance policies required by the Contract to be obtained by CONTRACTOR must state that OWNER, its officials, directors, employees, representatives, and volunteers are added as additional insureds with regard to operations and activities by or on behalf of the named insureds performed under contract with OWNER. The additional insured status must cover completed operations as well, and the policy covering completed work must remain in effect until the expiration of the statute of repose.
2. CONTRACTOR must complete and forward the required Certificates of Insurance to OWNER before the Contract is executed as verification of coverage required below. CONTRACTOR shall not commence Work until the required insurance is obtained and until such insurance has been reviewed by OWNER. Approval of insurance by OWNER shall not relieve or decrease the liability of CONTRACTOR hereunder and shall not be construed to be a limitation of liability on the part of CONTRACTOR. CONTRACTOR must also complete and forward the required Certificates of Insurance to OWNER whenever a previously identified policy period has expired as verification of continuing coverage.
3. Contractor's insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better, except for hazardous material insurance which shall be written by companies with A.M. Best ratings of A- or better.
4. All endorsements naming the OWNER as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall indicate: City of Deer Park, 710 E. San Augustine Street, Deer Park Texas 77536, ATTN: City Secretary.
5. The "other" insurance clause shall not apply to the OWNER where the OWNER is an additional insured shown on any policy. It is agreed that the

CONTRACTOR's insurance shall be considered primary with respect to any insurance or self insurance carried by OWNER. The CONTRACTOR'S insurance shall apply separately to each insured against whom a claim is made and/or lawsuits brought, except with respect to the limits of insurer's liability.

6. If insurance policies are not written for amounts specified below, CONTRACTOR shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
7. OWNER shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
8. OWNER reserves the right to review the insurance requirements set forth during the effective period of this Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by OWNER based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as CONTRACTOR.
9. CONTRACTOR shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
10. CONTRACTOR shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
11. The policies must contain the following language: "This policy shall not be cancelled, materially changed, or not renewed until after thirty (30) days prior written notice has been given to OWNER." In addition, CONTRACTOR shall provide OWNER thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicted within the Contract.
12. If OWNER-owned property is being transported or stored off-Site by CONTRACTOR, then the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect OWNER's property.
13. The insurance coverages required under this contract are required minimums and are not intended to limit the responsibility or liability of CONTRACTOR.
14. Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall require each Subcontractor performing work under the Contract, at the Subcontractor's own expense, to

maintain during the term of the Contract, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above. As an alternative, the CONTRACTOR may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. The CONTRACTOR's certificate of insurance shall note in such event that the Subcontractors are included as additional insureds and that CONTRACTOR agrees to provide Workers' Compensation for the Subcontractors and their employees. The CONTRACTOR shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. The CONTRACTOR must retain the certificates of insurance for the duration of the Contract plus 5 years and shall have the responsibility of enforcing these insurance requirements among its subcontractors. The OWNER shall be entitled, upon request and without expense, to receive copies of these certificates.

- B. Business Automobile Liability Insurance. Provide coverage for all owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit per accident for bodily injury and property damage. The policy shall contain the following endorsements in favor of OWNER:

Waiver of Subrogation endorsement TE 2046A;

30 day Notice of Cancellation endorsement TE 0202A; and

Additional Insured endorsement TE 9901 B.

Provide coverage in the following types and amounts:

A minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence. No aggregate shall be permitted for this type of coverage.

Such insurance shall include coverage for loading and unloading hazards.

- C. Workers' Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401). CONTRACTOR shall assure compliance with this Statute by submitting two (2) copies of a standard certificate of coverage (e.g. ACCORD form) to Owner's Representative for every person providing services on the Project as acceptable proof of coverage. The required Certificate of Insurance must be presented as evidence of coverage for CONTRACTOR. Workers' Compensation Insurance coverage written by the Texas Workers Compensation Fund is acceptable to OWNER. CONTRACTOR's policy shall apply to the State of Texas and include these endorsements in favor of OWNER:

Waiver of Subrogation, form WC 420304; and

30 day Notice of Cancellation, form WC 420601.

The minimum policy limits for Employers' Liability Insurance coverage shall be the minimum amounts required to meet the statutory requirements of Texas Labor Code, Section 401.011(44), or the following, whichever is greater:

\$1,000,000 bodily injury per accident, and

\$1,000,000 bodily injury by disease policy limit; and

\$1,000,000 bodily injury by disease each employee; and

\$1,000,000 Employer's Liability.

D. Commercial General Liability Insurance. The Policy shall contain the following provisions:

Blanket contractual liability coverage for liability and indemnifications assumed under the Contract and all contracts relative to this Project.

Completed Operations/Products Liability until the end the statute of repose period.

Explosion, Collapse and Underground (X, C & U) coverage.

Independent Contractor's coverage.

Aggregate limits of insurance per project, endorsement CG 2503.

OWNER listed as an additional insured, endorsement CG 2010.

30 day notice of cancellation in favor of OWNER, endorsement CG 0205.

Waiver of Transfer of Recovery Against Others in favor of OWNER, endorsement CG 2404

fully insuring CONTRACTOR'S or Subcontractor's liability for bodily injury and property damages with a combined bodily injury (including death) and property damage minimum limit of:

\$1,000,000 per occurrence

\$2,000,000 general aggregate

\$2,000,000 products and completed operations aggregate

Coverage shall be on an "occurrence" basis.

E. Property Floater. Contractor shall obtain and maintain Property Floater in an amount sufficient to cover the replacement value of materials on site.

- F. Umbrella Liability Insurance. The CONTRACTOR shall obtain, pay for, and maintain umbrella liability insurance during the contract term, insuring the CONTRACTOR (or subcontractor) for an amount not less than \$2,000,000 that provides coverage at least as broad and applies in excess of and follows the form of the primary liability coverages required in Article 5. The policy shall provide “drop down” coverage where underlying primary insurance coverages limits are insufficient or exhausted.
- G. Asbestos Abatement Liability Insurance. If the Work or the Project involves asbestos containing materials, the CONTRACTOR shall obtain Asbestos Abatement Liability Insurance for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos containing materials. The combined single limit for bodily injury and property damage shall be a minimum of \$1,000,000 per occurrence. If claims made, the claims-made, the claims made form shall provide that the period of coverage shall be: Continuous coverage for the term of the Contract plus the warranty period of at least one (1) year, and an extended discovery period for a minimum of five (5) years, which shall begin at the end of the warranty period.
- H. Completed Work Insurance.

SC-5.045 Bonds.

A. *General.*

1. Bonds, when required by the Contract or by Chapter 2253 of the Texas Government Code, shall be executed on forms furnished by or acceptable to OWNER. All bonds signed by an agent must be accompanied by a certified copy of such agent’s authority to act.
2. If the surety on any bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Texas or it ceases to meet the requirements of the preceding paragraph, CONTRACTOR shall within ten (10) days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.
3. When Performance Bonds and/or Payment Bonds are required, each shall be issued in an amount of one hundred percent (100%) of the Contract Amount as security for the faithful performance and/or payment of all CONTRACTOR’s obligations under the Contract Documents. Performance Bonds and Payment Bonds shall be issued by a solvent surety company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by OWNER pursuant to applicable law. Any surety duly authorized to do business in Texas may write Performance and Payment Bonds on a project without reinsurance to the limit of 10 percent of its capital and surplus. Such a surety must reinsure any obligations over 10 percent.

B. *Performance Bond.*

1. If the Contract Amount exceeds \$100,000, CONTRACTOR shall furnish OWNER with a Performance Bond in the form set out by OWNER. The Performance Bond shall be effective for the Contract Time and through all warranty period(s).
2. If the Contract Amount exceeds \$25,000 but is less than or equal to \$100,000, CONTRACTOR shall furnish OWNER with a Performance Bond in the form set out by OWNER, unless the original Contract Time is 60 Calendar Days or less, in which case CONTRACTOR can agree to the following terms and conditions for payment in lieu of providing a Performance Bond: no money will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER; CONTRACTOR shall be entitled to receive 95% of the Contract Amount following Final Completion, and the remaining 5% of the Contract Amount following 30 days after final completion.
3. If the Contract Amount is less than or equal to \$25,000, CONTRACTOR will not be required to furnish a Performance Bond.
4. If a Performance Bond is required to be furnished, it shall extend for the one year warranty period, or longer if the warranty periods are longer.

C. *Payment Bond.*

1. If the Contract Amount exceeds \$25,000, CONTRACTOR shall furnish OWNER with a Payment Bond in the form set out by OWNER.
2. If the Contract Amount is less than or equal to \$25,000, CONTRACTOR will not be required to furnish a Payment Bond; provided that no money will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER.

- D. Power of Attorney. Each bond shall be accompanied by a valid Power of Attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

- E. Bond Indemnification. The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with Tex. Gov't Code, Chapter 2253. IF FOR ANY REASON A STATUTORY PAYMENT OR PERFORMANCE BOND IS NOT HONORED BY THE SURETY, THE CONTRACTOR SHALL FULLY INDEMNIFY AND HOLD THE OWNER HARMLESS OF AND FROM ANY COSTS, LOSSES, OBLIGATIONS OR LIABILITIES IT INCURS AS A RESULT.

- F. **Furnishing Bond Information.** OWNER shall furnish certified copies of the payment bond and the related Contract to any qualified person seeking copies who complies with Tex. Gov't Code, §2253.026.
- G. **Claims on Payment Bonds.** Claims on payment bonds must be sent directly to the CONTRACTOR and his surety in accordance with Tex. Gov't Code § 2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the CONTRACTOR on such Contract, and that reliance on notices sent to the OWNER may result in loss of their rights against the CONTRACTOR and/or his surety. The OWNER is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.
- H. **Payment Claims when Payment Bond not Required.** The rights of Subcontractors regarding payment are governed by Tex. Prop. Code, §§53.231 – 53.239 when the value of the Contract between the OWNER and the CONTRACTOR is less than \$25,000.00. These provisions set out the requirements for filing a valid lien on funds unpaid to the CONTRACTOR as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claim.
- I. **Minimum Standards for Sureties.** Sureties shall be listed on the US Department of the Treasury's Listing Approved Sureties stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

SC-6.02 LABOR; WORKING HOURS

Add the following defined terms to Paragraph 6.02:

- C. **Regular Working Hours** shall be between 7 am and until 30 minutes prior to sunset or 6 pm whichever is earlier, and, if previously authorized in writing by the City of Deer Park, between 9:00 am and 6:00 pm on Saturdays, Sundays, or Legal Holidays.
- D. The Contractor shall work Regular Working Hours on normal Working Days as defined in Section 1.01.

Add the following provision on prevailing wages to Paragraph 6.02:

E. NOT USED

SC-6.13.B Trench and Shoring Safety

Add the following Paragraph 6.13.B.1.

As required by the Texas Health & Safety Code, Title 9, Subtitle A, Chapter 756, Subchapter C, Contractor is required to comply with the trench safety standards of the

Occupational Safety and Health Administration, 29 C.F.R. 1926, Subpart P, Excavations, in effect during the period of construction of the Project. Contractor agrees to comply with, and Owner agrees to include in the Bid Documents, a copy of any special shoring requirements, if any, required for the Project. Owner agrees to furnish to Contractor a copy of any geotechnical information that was obtained by the Owner for use by the Contractor in the design of the trench safety system, if any.

SC-14.02 Article 14 - Payments To Contractor And Completion

Change the 1st sentence in Paragraph 14.02.C.1 from “Ten days after presentation of the Application for Payment to OWNER...” to “Thirty (30) days after presentation of the Application for Payment to OWNER...”

SC-17.02 Delete the second sentence of Paragraph 17.02.

SC-17.07 Independent Contractor

Add the following Paragraph 17.07:

The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor’s services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the Owner.

SC-17.08 Prohibition of Gratuities

Add the following Paragraph 17.08:

The Owner may, by Written Notice to the Contractor, terminate the Contract without liability if it is determined by the Owner that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the Owner with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Contract. In the event the Contract is terminated by the Owner pursuant to this provision, the Owner shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

SC-17.09 Prohibition Against Personal Interest in Contracts

Add the following Paragraph 17.09

No officer, employee, independent consultant, or elected official of the Owner who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting

from that solicitation. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the Owner.

SC-18. Article 18 – Right to Audit

Add the following Article 18.

18.01 Whenever the Owner enters into any type of contractual arrangement with the Contractor, then the Contractor's "records" shall upon reasonable notice be open to inspection and subject to audit and/or reproduction during normal business working hours. The Owner's representative, or an outside representative engaged by the Owner, may perform such audits. The Contractor shall maintain all records relating to this Contract for four (4) years from the date of final payment under this Contract, or until pending litigation has been completely and fully resolved, whichever occurs later.

18.02 The Owner shall have the exclusive right to examine the records of the Contractor. The term "records" as referred to herein shall include any and all information, materials and data of every kind and character, including without limitation records, books, papers, documents, contracts, schedules, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may, in the Owner's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document. Such records shall include (hard copy, as well as electronic data), written policies and procedures, time sheets, payroll registers, cancelled checks, personnel file data, correspondence, e-mail, general ledger entries, and any other record in the Contractor's possession which may have a bearing on matters of interest to the Owner in connection with the Contractor's dealings with the Owner (all of the foregoing are hereinafter referred to as "records"). In addition, the Contractor shall permit interviews of employees as well as agents, representatives, vendors, Subcontractors and other third parties paid by the Contractor to the extent necessary to adequately permit evaluation and verification of the following:

- A. The Contractor's compliance with Contract Documents;
- B. The Contractor's compliance with the Owner's business ethics policies; and
- C. If necessary, the extent of the Work performed by the Contractor at the time of Contract termination.

18.03 The Contractor shall require all payees (examples of payees include Subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this Article 17 by securing the requirements hereof in a written agreement between the Contractor and payee. Such requirements include a flow-down right of audit provision in contracts with payees that also apply to Subcontractors and Sub-subcontractors, material suppliers, etc. The Contractor shall cooperate fully and shall require Payees and all of the Contractor's Subcontractors to cooperate fully in furnishing or in making available to the Owner from time to time whenever requested, in an expeditious manner, any and all such information, materials, and data.

18.04 The Owner's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters

pertinent to the performance of this Contract, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with this Article 17.

18.05 If an audit inspection or examination in accordance with this Article 17 discloses overpricing or overcharges of any nature by the Contractor to the Owner in excess of one-half of one percent (0.5%) of the total contract billings, then the reasonable actual cost of the Owner's audit shall be reimbursed to the Owner by the Contractor. Any adjustments and/or payments, which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records, shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the Owner's findings to the Contractor.

18.06 The Contractor shall take reasonable actions to prevent any actions or conditions which could result in a conflict with the Owner's best interests. These obligations shall apply to the activities of the Contractor's employees, agents, Subcontractors, etc. in their dealings and relations with the Owner's current and former employees and their relatives. For example, the Contractor's employees, agents or Subcontractors should not make or provide to be made any employment, gifts, extravagant entertainment, payments, loans or other considerations to the Owner's representatives, employees or their relatives.

18.07 It is also understood and agreed by the Contractor that any solicitation of gifts or any other item of value by anyone representing the Owner is to be reported within two (2) business working days to the Owner at the following telephone number: 512-930-3723. Failure to report any such solicitations or offers shall be deemed a material breach of contract entitling the Owner to pursue damages resulting from the failure to comply with this provision.

END OF SECTION

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal herein, and [Surety], a corporation organized and existing under the laws of the State of [Surety's state of incorp] and who is authorized and admitted to issue surety bonds in the State of Texas, as surety, are held and firmly bound unto the City of Deer Park, Texas, a municipal corporation with its principal location of 710 E. San Augustine, Deer Park, Texas, Harris County, Obligee herein, in the sum of [printed amount of bond] Dollars (\$[numeric amount of bond]) for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a certain written contract with the Obligee dated the ____ day of _____, 20____, herein referred to as "the Contract" and incorporated herein and made a part hereof for all purposes, for the construction of the following project: [project name].

NOW, THEREFORE, the condition of this obligation is such, if the said Principal shall faithfully perform the work in accordance with the plans, specifications, and other Contract Documents and shall fully indemnify and hold harmless the Obligee from all costs and damages which Obligee may suffer by reason of Principal's failure to perform the Work in conformity with the Contract Documents, and reimburse and repay Obligee for all outlay and expense that Obligee may incur in making good such default, then this obligation shall be void; otherwise, to remain in full force and effect. Whenever Contractor shall be declared by Obligee to be in default under the Contract, the Surety shall, upon request of Obligee and within seven (7) calendar days from receipt of Obligee's notice of Contractor's default, commence and thereafter complete performance of Contractor's obligations under the Contract. This Bond covers all contractual obligations of Contractor under the Contract, including, without limitation, the indemnity, warranty and guaranty obligations. The Surety stipulates and agrees that no change, extension of time, alteration, omission, addition or other modification to the terms of any of the Contract will affect its obligations on this bond, and it hereby waives notice of any such changes, extensions of time, alterations, omissions, additions, or other modifications, to the Contract or to related subcontracts, purchase orders or other obligations, and any notices provided in such regard shall not create as to any party a duty related thereto. The penal limit of this bond shall

automatically be increased by the amount of any change order, supplemental agreement or amendment which increases the price of the Contract.

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code, as amended, and all rights and liabilities on this bond shall be determined in accordance with the provisions of such statute, to the same extent as if it were copied at length herein. All notices shall be delivered in writing to the addresses shown below or to addresses provided in the Contract Documents.

IN WITNESS WHEREOF, the duly authorized representatives of the Principal and the Surety have executed this instrument.

SIGNED and SEALED this _____ day of _____, 20__.

The date of bond shall not be prior to date of Contract.

ATTEST:

(Principal) Secretary

(S E A L)

Witness as to Principal

ATTEST:

Secretary

(S E A L)

Witness as to Surety

PRINCIPAL

By: _____

Name: _____

Title: _____

Address: _____

Telephone Number: _____

SURETY

By: _____

Name: _____
Attorney in Fact

Address: _____

Telephone Number: _____

An original copy of Power of Attorney shall be attached to Bond by the Attorney-in-Fact.

Approved as to Form:

City of Deer Park
710 E. San Augustine
Deer Park, Texas 77536

By: _____

Title: _____

Date: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal herein, and [Surety], a corporation organized and existing under the laws of the State of [Surety's state of incorp] and who is authorized and admitted to issue surety bonds in the State of Texas, as surety, are held and firmly bound unto the City of Deer Park, Texas, a municipal corporation with its principal location of 710 E. San Augustine, Deer Park, Texas, Harris County, Obligee herein, in the sum of [printed amount of bond] Dollars (\$[numeric amount of bond] for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Principal has entered into a certain written contract with the Obligee dated the ____ day of _____, 20____, which contract is hereby referred to herein as "the Contract" and is incorporated herein to the same extent as if copied at length, for the following project: [project name].

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal shall directly or indirectly timely make payment to each and every claimant (as defined in Chapter 2253, Texas Government Code, as amended) supplying labor or materials in the prosecution of the work under the Contract, then this obligation shall be void; otherwise, to remain in full force and effect. *This obligation may be enforced by the Obligee in the event of bankruptcy or default by Principal in payments to suppliers of labor or materials in the prosecution of the work under the Contract, in either of which events the Surety shall make such payments as Principal has failed to pay and as may be required to complete the work under the contract.* The Surety stipulates and agrees that no change, extension of time, alteration, omission, addition or other modification to the terms of the Contract will affect its obligations on this bond, and it hereby waives notice of any such changes, extensions of time, alterations, omissions, additions, or other modifications, to the Contract or to related subcontracts, purchase orders or other obligations, and any notices provided in such regard shall not create as to any party a duty related thereto.

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code, as amended, and all rights and liabilities on this bond shall be determined in accordance with the provisions of said statute, to the same extent as if it were

copied at length herein. All notices shall be delivered in writing to the addresses shown below or to addresses provided in the Contract Documents.

IN WITNESS WHEREOF, the duly authorized representatives of the Principal and the Surety have executed this instrument.

SIGNED and SEALED this _____ day of _____, 20____.

The date of bond shall not be prior to date of Contract.

ATTEST:

(Principal) Secretary

(S E A L)

Witness as to Principal

PRINCIPAL

By: _____

Name: _____

Title: _____

Address: _____

Telephone Number: _____

ATTEST:

Secretary

(S E A L)

Witness as to Surety

SURETY

By: _____

Name: _____
Attorney in Fact

Address: _____

Telephone Number: _____

An original copy of Power of Attorney shall be attached to Bond by the Attorney-in-Fact.

Approved as to Form:

City of Deer Park
710 E. San Augustine
Deer Park, Texas 77536

By: _____

Title: _____

Date: _____

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

This Agreement is made and entered into as of the ____ day of _____, 2017 by and between the:

“OWNER”

The City of Deer Park
710 E. San Augustine
Deer Park, Texas 77536
281.479.2394 t
281.478.7217 f

and

“CONTRACTOR”

[name of Contractor]
[address]
[phone and fax numbers]

for the following Project:

DOW PARK PAVILION AND IMPROVEMENTS

The **LANDSCAPE ARCHITECT AND ENGINEER** for the Project is
Halff Associates
9500 Amberglen Boulevard, Building F, Suite 125
Austin, Texas 78729
Tim Bargainer, PLA 512-777- 4600
Kristin LeBlanc, PE 713-588-2457

1.0 THE WORK OF THIS CONTRACT

Unless otherwise provided in these Contract Documents, the CONTRACTOR shall be responsible for performing or causing to be performed all Work including labor and materials, necessary to build, construct, erect and equip in accordance with the Contract Documents and at its own proper cost and expenses to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto.

The Contract Documents for this Project include this Standard Form of Agreement and the following documents, if applicable:

- Addenda issued by ENGINEER
- General Conditions
- Performance and Payment Bonds
- Request For Proposal and Contract Forms
- Bid Forms
- Technical Specifications
- Drawings

2.0 CONTRACT TIME AND COMPLETION

§ 2.1 The date of commencement of the Work shall be stated in a Notice to Proceed issued by the OWNER.

§ 2.2 Contract Time

§2.2.1 The Contract Time shall be measured from the date of commencement.

§2.2.2 Time is of the essence in all phases of the Work. Additionally, time limits and periods of time stated in the Contract Documents are of the essence. It is specifically understood and agreed to by and between OWNER and CONTRACTOR that time is of the essence in the Final Completion of the Work, and that failure to finally complete the Work within the designated period, or as it may be extended, shall be construed as a breach of this Agreement.

§ 2.3 Final Completion

The CONTRACTOR shall achieve Final Completion of the entire Work not later than [insert days to complete] calendar days from the date of commencement, subject to and adjustments of this Contract Time as provided in the Contract Documents and Changer Orders modifying and extending this Agreement.

§ 2.4 Liquidated Damages

The CONTRACTOR acknowledges and recognizes that the OWNER is entitled to full and beneficial occupancy and use of the completed work following expiration of the Contract Time. The CONTRACTOR further acknowledges and agrees that, if the CONTRACTOR fails to achieve the Final Completion of any portion of the Work within the Contract time, the OWNER will sustain actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the OWNER and CONTRACTOR agree that, if the CONTRACTOR shall neglect, fail, or refuse to achieve Final Completion of the Work by the Final Completion date, subject to proper extension granted by the OWNER, then the CONTRACTOR agrees to pay the OWNER the sum of

[insert written amount] ([insert numerical amount])

for each day in which such Work is not completed, not as penalty, but as liquidated damages, for the damages (“Liquidated Damages”) that would be suffered by OWNER as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein. The Liquidated Damages shall be in lieu of any and all other damages which may be incurred by OWNER as a result of the failure of CONTRACTOR to complete within the Contract Time.

§ 2.5 FINAL COMPLETION

§ 2.5.1 Timely Final Completion is an essential condition of this contract. CONTRACTOR agrees to achieve Final Completion by the designated or extended Final Completion date. The date of Final Completion shall be fixed by this Agreement, unless modified by Change Order, and memorialized by a letter of Final Acceptance as provided in the General Conditions to this Agreement.

§ 2.5.2 Final Completion means actual completion of the Work, including any extras or Change Orders reasonably required or contemplated under the Contract Documents other than warranty work that may be required pursuant to the Contract Documents.

§ 2.5.3 CONTRACTOR’s general warranty period and guarantee will begin to run upon Final Completion as approved by OWNER, and following issuance of ENGINEER’s letter of Final Acceptance.

3.0 CONTRACT SUM

§ 3.1 The OWNER shall pay the CONTRACTOR the Contract Sum in current funds for the CONTRACTOR’s performance of the Contract. The Contract Sum shall be [insert written total] ([insert numerical total]) subject to additions and deductions as provided in the Contract Documents.

§ 3.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the OWNER:

[alternate __, if any]
[alternate __, if any]

§ 3.3 Unit prices, if any:

[insert any unit price items and descriptions] [or add reference to Proposal with unit prices and estimated quantities]

Item	Units and Limitations	Price Per Unit (\$0.00)
[unit price item]	[unit]	[price]

4.0 PAYMENT

§ 4.1 APPLICATIONS FOR PAYMENT

Each Application for Payment shall be based on the most recent schedule of values submitted by the CONTRACTOR in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Amount among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the ENGINEER and OWNER may require. This schedule, unless objected to by the ENGINEER or OWNER, shall be used as a basis for reviewing the CONTRACTOR's Applications for Payment.

§ 4.1.1 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. Unless otherwise noted, application for payment shall be done on a monthly basis.

§ 4.1.2 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1** Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of «Five» percent («5.00» %). Pending final determination of cost to the OWNER of changes in the Work, amounts not in dispute shall be included;
- .2** Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the OWNER, suitably stored off the site at a location agreed upon in writing), less retainage of «Five» percent («5.00» %);
- .3** Subtract the aggregate of previous payments made by the OWNER; and

- .4 Subtract amounts, if any, for which the ENGINEER has withheld or nullified a Certificate for Payment.

§ 4.1.3 If the total Contract Sum at the time of execution of this Agreement is less than \$400,000.00, the OWNER may elect to withhold retainage of ten percent (10%) from each progress payment in lieu of the retainage amounts set forth in Section 4.1.2.

§ 4.1.4 Reduction or limitation of retainage, if any, shall be as follows: Reduction or limitation of retainage shall be at the OWNER's sole discretion.

§ 4.1.5 Except with the OWNER's prior approval, the CONTRACTOR shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 4.2 FINAL PAYMENT

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the OWNER to the CONTRACTOR when

- .1 the CONTRACTOR has fully performed the Contract except for the CONTRACTOR's responsibility to correct Work as provided in the General Conditions, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a letter of Final Acceptance has been issued by the ENGINEER and accepted by the OWNER.

§ 4.2.2 The OWNER's final payment to the CONTRACTOR shall be made no later than 30 days after the Work has been completed and accepted by the OWNER, in writing, following the issuance of the ENGINEER's final Certificate for Payment:

This Agreement is entered into as of the day and year written above ("The Date of Execution"):

OWNER

CONTRACTOR

By: _____
Title: _____

By: _____
Title: _____

Attachment A
Unit Price Schedule

1/9/2017

Item No.	Spec. No.	Quantity	Unit	Description (with unit price in words)	Unit Price	Total Price
SCHEDULE NO. 100 - GENERAL SITE CIVIL						
Erosion Control & Tree Protection						
100.00		1,150	LF	Silt Fence	\$	\$
100.01		1	EA	Rock Filter Dam	\$	\$
100.02		35	SY	Stabilized Constrution Entrance	\$	\$
100.03		1	EA	Tree Protection Plan	\$	\$
100.04		1	EA	Inlet Protection	\$	\$
100.05		1	EA	Concrete Washout	\$	\$
Dirt Work						
100.06		430	CY	Cut, spread and compact on-site	\$	\$
100.07		375	CY	Import, spread and compact	\$	\$
Demolition						
100.08		1,163	SY	Remove Concrete Sidewalk	\$	\$
100.09		1		Demo Restroom / Concession Building	\$	\$
100.10		1		Demo Pavilion	\$	\$
100.11		1	EA	Remove Sign	\$	\$
100.12		1	EA	Remove Irrigation Control Valve	\$	\$
100.13		87	LF	Remove Overhead Electrical Lines	\$	\$
100.14		181	LF	Remove Underground Communication Lines	\$	\$
100.15		2	EA	Remove Tree	\$	\$
100.16		2	EA	Remove Gate Inlets	\$	\$
100.17		10	LF	Remove Storm Culvert (size unknow)	\$	\$
100.18		49	LF	Remove 4" Water Line	\$	\$
100.19		1	EA	Remove Domestic Water Meter-Size Unknown	\$	\$
100.20		1	EA	Remove and Salvage Fire Hydrant	\$	\$
100.21		37	LF	Remove 6" Sanitary Sewer Line	\$	\$
100.22		41	LF	Remove 4" Sanitary Sewer Force Main	\$	\$
100.23		1	EA	Remove 4" Sanitary Sewer Cleanout	\$	\$
Pavement						
100.24		750	SY	6" THK Reinforced Concrete	\$	\$
100.25		1,080	SY	4" THK Sidewalk	\$	\$
100.26		56	SY	Decomposed Granite Path, 6" depth	\$	\$
Drainage						
100.27		65	LS	Trench Safety Plan	\$	\$
100.28		27	LF	18" HDPE Pipe	\$	\$
100.29		33	LF	12" HDPE Pipe	\$	\$
100.30		5	LF	10" HDPE Pipe	\$	\$
100.31		1	EA	Junction Box with Grate Top	\$	\$
Water and Wastewater						
100.32		93	LF	Trench Safety	\$	\$
100.33		13	LF	4" C-900, DR-18 Pipe	\$	\$
100.34		80	LF	1 1/2" C-900, DR-18 Pipe	\$	\$
100.35		1	EA	Fire Hydrant Assembly	\$	\$
100.36		1	EA	4" x 4" Tee, All Bell	\$	\$
100.37		1	EA	1 1/2" x 22.5 degree Bend, AB	\$	\$
100.38		3	EA	4" x 1 1/2" Service Saddle	\$	\$
100.39		2	EA	1" Domestic Water Meter	\$	\$
100.40		1	EA	1" Irrigation Water Meter	\$	\$
100.41		302	LF	4" SCH 40 PVC	\$	\$
100.42		2	EA	Precast Conc 4' WW Manhole W/Water Tight Lid	\$	\$
100.43		1	EA	Precast Conc 4' WW Corrosion Resistant Manhole W/Water Tight Lid	\$	\$
SUBTOTAL SCHEDULE NO. 100:						\$

Attachment A
Unit Price Schedule

1/9/2017

SCHEDULE NO. 200 - HARDSCAPE / SITE AMENITIES					
200.00	8	LS	Footings for large pavilion RG32X112S2C-P4 (ref. SHT L2.03-2.08)	\$	\$
200.01	4	LS	Footings for small pavilion RG32x32-18S2C (ref. SHT L2.09-2.12)	\$	\$
200.02	9	EA	Tree well	\$	\$
200.03	35	LF	CMU seat wall w/ stone veneer at large pavilion	\$	\$
200.04	4	EA	Stone veneer column on large and small pavilion posts	\$	\$
200.05	240	LF	Metal fence	\$	\$
200.06	22	EA	Picnic Tables (ref. site amenity specifications SHT L1.00)	\$	\$
200.07	3	EA	Trash Receptacle (ref. site amenity specifications SHT L1.00)	\$	\$
200.08	1	EA	Drinking fountain (ref. site amenity specifications SHT L1.00)	\$	\$
200.09	1	LS	Play equipment - Grandioso chimes (ref. site amenity specifications SHT L1.00)	\$	\$
200.10	1	LS	Play equipment - Kettle drum (ref. site amenity specifications SHT L1.00)	\$	\$
200.11	1	LS	Play equipment - Animato chimes (ref. site amenity specifications SHT L1.00)	\$	\$
200.12	1	LS	Installation of large and small pavilion	\$	\$

SUBTOTAL SCHEDULE NO. 200: |\$

SCHEDULE NO. 300 - REVEG / LANDSCAPE / IRRIGATION					
300.00	1,570	SY	Hydromulch (Common bermuda)	\$	\$
300.01	870	SY	Sod - Bermuda Tif419	\$	\$
300.02	1,560	SF	Seed Mix (Drainfield Mix)	\$	\$
300.03	1,560	SF	Seed Mix (Wetland Fringe Wildflower Mix)	\$	\$
300.04	4	EA	TREE - Cedar Elm (3" caliper)	\$	\$
300.05	3	EA	TREE - Pecan (3" caliper)	\$	\$
300.06	7	EA	ORNAMENTAL TREE - Mexican Redbud (6' height, multi-trunk)	\$	\$
300.07	52	EA	SHRUB - Gregg's Mistflower (1 GAL)	\$	\$
300.08	8	EA	SHRUB - Winecup (1 GAL)	\$	\$
300.09	6	EA	SHRUB - Purple Coneflower (1 GAL)	\$	\$
300.10	28	EA	SHRUB - Barbados Cherry (5 GAL)	\$	\$
300.11	18	EA	SHRUB - 'Pink Flamingo' Muhly Grass (5 GAL)	\$	\$
300.12	59	EA	GROUNDCOVERS - Inland Sea Oats (1 GAL)	\$	\$
300.13	56	EA	GROUNDCOVERS - Frogfruit (1 GAL)	\$	\$
300.13	273	SY	Plant bed soil and mulch	\$	\$
300.14	273	SY	Drip Irrigation in plant beds	\$	\$
300.15	3,933	SY	Full Coverage Irrigation for turf area	\$	\$
300.16	1	LS	Misc. Irrigation Allowance (controller, values, etc.)	\$	\$
300.17	1	LS	Irrigation Sleeve Allowance	\$	\$

SUBTOTAL SCHEDULE NO. 300: |\$

SCHEDULE NO. 400 - MISCELLANEOUS					
400.00	1	LS	Mobilization/General Requirements of Contract	\$	\$
400.01	1	LS	De-mobilization/General Requirements of Contract	\$	\$
400.02	1	LS	CorWorth CMS system (installed by Owner in pre-fab buildings)	\$21,750.00	\$21,750.00
400.02	1	LS	Compliance with SWPPP	\$	\$
400.03	1	LS	Electrical service from panels pre-installed in pre-fab buildings to lighting in pavilions includes lighting fixtures and conduit (sheets E0.01-E3.01)	\$	\$

SUBTOTAL SCHEDULE NO. 400: |\$

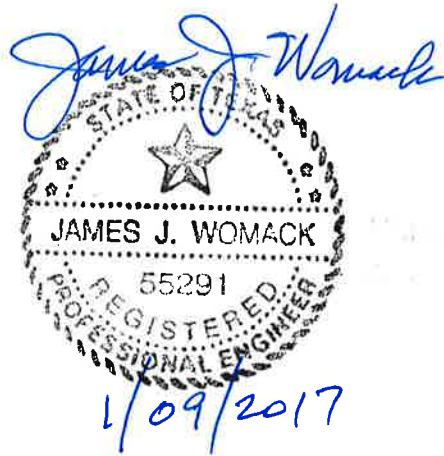
TOTAL BASE BID SCHEDULES NO. 100 THROUGH 400: |\$

ELECTRICAL SPECS

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SECTION 260050 - BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section. All conditions imposed by these documents shall be applicable to all portions of the work under this Division. Certain specific paragraphs of said references may be referred to hereinafter in this Division. These references are intended to point out specific items to the Contractor, but in no way relieve him of the responsibility of reading and complying with all relevant parts of the entire Specification.
- B. The Contractor shall examine and coordinate with all Contract Drawings and Specifications, and all Addenda issued. Failure to comply shall not relieve him of responsibility. The omission of details of other portions of the work from this Division shall not be used as a basis for a request for additional compensation.
- C. The specific features and details for other portions of the work related to the construction in progress or to the existing building(s) shall be determined by examination at the site.

1.2 SUMMARY

- A. The requirements contained in this Section apply to all work performed under Division 26 of these Specifications.
- B. The work covered by this Division of the Specifications comprises the furnishing of labor, material, equipment, transportation, tools and services, and performing operations required for, and reasonably incidental to, the installation of the work in accordance with the applicable Contract Documents, and subject to the terms and conditions of the Contract.
- C. Refer to other Divisions of the Specifications for related work.

1.3 DEFINITION OF "CONTRACTOR"

- A. Where the word "Contractor" is used under any Section of this Division of the Specifications, it shall mean the Contractor engaged to execute the work included under that Section.

1.4 SUBMITTALS

- A. Process shop drawings and submittal data to insure that the proposed materials, equipment and devices conform to the requirements of the Contract Documents, and that there are no omissions or duplications. Provide layouts, fabrication information and data for systems, materials, equipment and devices proposed for the project.
- B. Shop drawings shall be drawn on a scale not less than 1/4 inch equals 1 foot showing actual dimensions. Shop drawings shall include, but not be limited to:
 - 1. Distribution panelboards.
 - 2. Lighting/appliance panelboards.

3. Disconnect switches.
 4. Materials: Conduit, conductors, connectors, supports, etc.
 5. Lighting fixtures, lamps and control systems/devices.
 6. Wiring devices.
- C. Field Test Reports: Indicate and interpret test results for compliance with performance requirements.
- D. Submittals and Shop Drawings that require modifications to other systems and trades shall be the sole responsibility of the submitting contractor to coordinate and pay for the modifications required by other systems and trades.

1.5 QUALITY ASSURANCE

- A. Materials, equipment and devices shall be new and of the quality specified, and shall be free from defects at the time of installation. Materials, equipment and devices damaged in shipment or otherwise damaged or found defective prior to acceptance by the Owner shall not be repaired at the job site, but shall be replaced with new materials, equipment or devices identical with those damaged, unless specifically approved otherwise by the Owner's Representative.
- B. Wherever a UL standard has been established for a particular type of material, equipment or device, each item of such material, equipment or device provided on this project shall meet the requirements of the UL standard in every way, and shall be UL listed and labeled.

1.6 COORDINATION

- A. Coordinate chases, slots, inserts, sleeves, and openings with general construction work and arrange in building structure during progress of construction to facilitate the electrical installations that follow.
1. Set inserts and sleeves in poured-in-place concrete, masonry work, and other structural components as they are constructed.
- B. Sequence, coordinate, and integrate installing electrical materials and equipment for efficient flow of the Work. Coordinate installing large equipment requiring positioning before closing in the building.
- C. Where electrical identification devices are applied to field-finished surfaces, coordinate installation of identification devices with completion of finished surface.

1.7 RESPONSIBILITY OF THE CONTRACTOR

- A. The Contractor shall be responsible for all work of every description in connection with this Division of the Specifications. The Contractor shall specifically and distinctly assume, and does so assume, all risk for damage or injury from whatever cause to property or person used or employed on or in connection with this work and of all damages or injury to any person or property wherever located, resulting from an action or operation under the Contract in connection with the work, and undertake the responsibility to defend the Owner against all claims on account of any such damage or injury.
- B. The Contractor will be held responsible for the satisfactory execution and completion of the work in accordance with the true intent of the Contract Documents. The Contractor shall provide

without extra charge all incidental items required as part of the work, even though it may not be specifically indicated. If the Contractor has reason for objecting to the use of any material, equipment, device or method of construction as indicated, he shall make report of such objections to the Owner's Representative, obtain proper approval and adjustment to the Contract, and shall proceed with the work.

1.8 TERMINOLOGY

- A. Whenever the words "furnish," "provide," "furnish and install," "provide and install," and similar phrases occur, it is the intent that the materials, equipment and devices described be furnished, installed and connected under this Division, complete for operation, unless specifically noted to the contrary.
- B. It is also the intent, unless specifically noted to the contrary, that all materials, equipment and devices described and specified under this Division of the Specifications be similarly furnished, installed and connected under this Division, whether or not a phrase as described in the preceding paragraph has been actually included.

1.9 ORDINANCES, PERMITS AND CODES

- A. It shall be the Contractor's duty to perform the work and provide the materials covered by these Specifications in conformance with all ordinances and regulations of all authorities having jurisdiction.
- B. All work herein shall conform to all applicable laws, ordinances and regulations of the local utility companies.
- C. The Contractor shall obtain and pay for all permit and connection fees as required for the complete installation of the specified systems, equipment, devices and materials.
- D. The Contractor shall obtain permits, plan checks, inspections and approvals applicable to the work as required by the regulatory authorities. Fees and costs of any nature whatsoever incidental to these permits, inspections and approvals shall be assumed and paid by the Contractor. The pro-rata costs, if any, for utilities serving this property will be paid for by the Owner and shall not be included as part of this Contract.
- E. The work shall be in accordance with, but shall not be limited to, the requirements of:
 - 1. National Fire Protection Association.
 - 2. National Electrical Code.
 - 3. National Safety Code.
 - 4. State of Texas Safety Codes.
 - 5. State of Texas Building Codes.
 - 6. City Building Codes.
- F. Codes and standards referred to are minimum standards. Where the requirements of the Drawings or Specifications exceed those of the codes and regulations, the Drawings and Specifications govern.

1.10 MATERIALS, EQUIPMENT AND DEVICE DESCRIPTION

- A. Materials, equipment and devices shall be of the best quality customarily applied in quality commercial practice, and shall be the products of reputable manufacturers. Each major component shall bear a nameplate giving the name and address of the manufacturer, and the catalog number or designation of the component.
- B. Materials, equipment and devices furnished under this Division of the Specifications shall be essentially the standard product of the specified manufacturer, or where allowed, an alternate manufacturer. Where two or more units of the same kind or class of a specific item are required, these shall be the products of a single manufacturer; however, the component parts of the item need not be the products of one manufacturer.
- C. In describing the various materials, equipment and devices, in general each item will be described singularly, even though there may be a multiplicity of identical items. Also, where the description is only general in nature, exact sizes, duties, space arrangements, horsepower requirements and other data shall be determined by reference to the Contract Documents.
- D. Space allocations for materials, equipment and devices have been made on the basis of present and know future requirements and the dimensions of items of equipment or devices of a particular manufacturer whether indicated or not. The Contractor shall verify that all materials, equipment and devices proposed for use on this project are within the constraints of the allocated space.

1.11 REFERENCE STANDARDS

- A. Materials, equipment, devices, and workmanship shall comply with applicable local, county, state and national codes, laws and ordinances, utility company regulations and industry standards.
- B. In case of differences between building codes, state laws, local ordinances, industry standards, utility company regulations and the Contract Documents, the most stringent shall govern. The Contractor shall promptly notify the Owner's Representative in writing of any such difference. Should the Contractor perform any work that does not comply with local codes, law and ordinances, industry standards or other governing regulations, the work shall be corrected of noncompliance deficiencies with the Contractor bearing all costs.
- C. In addition to the aforementioned ordinances, industry standards published by the following organizations shall apply.
 - 1. AABM - American Association of Battery Manufacturers.
 - 2. AIA - American Institute of Architects.
 - 3. ANSI - American National Standards Institute.
 - 4. ASTM - American Society for Testing and Materials.
 - 5. CBM - Certified Ballast Manufacturers Association.
 - 6. ETL - Electrical Testing Laboratories.
 - 7. FM - Factory Mutual.
 - 8. ICEA - Insulated Cable Engineers Associated.
 - 9. IEEE - Institute of Electrical and Electronic Engineers.
 - 10. IES - Illuminating Engineering Society.
 - 11. IRI - Industrial Risk Insurance.
 - 12. NBS - National Bureau of Standards.
 - 13. NEC - National Electrical Code.
 - 14. NECA - National Electrical Contractors Association.
 - 15. NEMA - National Electrical Manufacturers Association.
 - 16. NESC - National Electrical Safety Code.
 - 17. NETA - National Electrical Testing Association.
 - 18. NFPA - National Fire Protection Association.

19. UL - Underwriters Laboratories.

- D. Where the Contract Documents exceed the above requirements, the Contract Documents shall govern. In no case shall work be installed contrary to or below the minimum legal standards.

1.12 DRAWINGS AND SPECIFICATIONS

- A. The interrelation of the Drawings (including the schedules) and the Specifications are as follows:
1. The Drawings establish quantities, locations, dimensions and details of materials, equipment and devices. The schedules on the Drawings indicate the capacities, characteristics and components.
 2. The Specifications provide written requirements for the quality, standard and nature of the materials, equipment, devices and construction systems.
- B. The Drawings and Specifications shall be considered as being compatible; therefore, the work called for by one and not by the other shall be furnished and installed as though called for by both. Resolution of conflicts between Drawings and Specifications shall be as follows:
1. If the Drawings and Specifications disagree in themselves, or with each other, the Contractor's pricing shall be based on furnishing and installing the most expensive combination of quality and quantity of work indicated. In the event of this type of disagreement, the resolution shall be determined by the Architect/Engineer.
 2. The Contractor shall be responsible for bringing any conflicts in the Drawings and the Specifications to the attention of the Architect/Engineer prior to any work being performed.
 3. In general, if there is conflict between the Drawings and Specifications, the Drawings shall govern the Specifications.
 4. Where the Specifications do not fully agree with schedules on the Drawings, the schedules shall govern. Actual numerical dimensions indicated on the Drawings govern scale measurements and large-scale details govern small-scale drawings.
 5. Materials, equipment and devices called for on the Drawings and not indicated herein, shall be completely provided and installed as though it were fully described herein.
 6. Materials, equipment and devices called for herein shall be completely provided and installed, whether or not it is fully detailed, scheduled or indicated on the Drawings.
- C. The Contractor shall examine the Drawings and Specifications of the other portions of the work for fixtures and finishes in connection with this work. The Contractor shall carefully examine the Drawings to determine the general construction conditions, and shall familiarize himself with all limitations caused by such conditions.
- D. When discrepancies exist between scale and dimension, or between the Drawings of the various portions of the work, they shall be called to the attention of the Architect/Engineer for further instruction, whose instructions shall be final and binding and work promptly resumed without any additional cost to the Owner.
- E. Review the construction details of the building(s) as illustrated on the Drawings of the various portions of the work and be guided thereby. Route conduits and set all boxes as required by the pace of the general construction.
- F. The Drawings diagrammatically show the sizes and locations of the various equipment and devices, and the sizes of the major interconnecting wires, without showing exact details as to elevations, offsets, control wiring and other installation requirements. Carefully layout the work at the site to conform to the architectural and structural conditions, to avoid obstructions and to permit proper grading of pipe associated with other portions of the work. Determine the exact

location of equipment and devices and connections thereto by reference to the submittals and rough-in drawings, and by measurements at the site. Make minor relocations necessitated by the conditions at the site, or directed by the Architect/Engineer, without additional cost to the Owner.

- G. The Drawings and Specifications are intended to describe and illustrate systems which will not interfere with the structure of the building(s), fit into the available spaces, and insure complete and satisfactory operating installations. Prepare installation drawings for all critical areas illustrating the installation of the work in this Division as related to the work of all other Divisions and correct all interferences with the other portions of the work or with the building structures before the work proceeds.
- H. The Drawings do not indicate the existing electrical installations other than to identify modifications or extensions thereto. Visit the site and ascertain the conditions to be met and the work to be accomplished in removing and modifying the existing work, and in installing the new work. Failure to comply with this shall not constitute grounds for any additional payment in connection with removing or modifying any part of the existing installation or installing any new or temporary work under this Division.

1.13 SUBSTITUTIONS

- A. Where a single manufacturer is mentioned by trade name or manufacturer's name, unless specifically noted otherwise, it is the only manufacturer that will be accepted.
- B. Where multiple manufacturers are listed, none other than those manufacturers will be accepted, unless specifically noted otherwise.
- C. It shall be understood that space allocations have been made on the basis of present and known future requirements and the dimensions of items of equipment or devices of a particular manufacturer whether indicated or not. If any item of equipment or device is offered in substitution which differs substantially in dimension or configuration from that indicated on the Drawings or Specifications, provide as part of the submittal 1/4 inch equals 1 foot scaled drawing showing that the substitute can be installed in the space available without interfering with other portions of the work or with access for operations and maintenance in the completed project.
- D. Where substitute equipment or devices requiring different arrangement or connections from that indicated is accepted by the Architect/Engineer, install the equipment or devices to operate properly and in harmony with the intent of the Contract Documents, making all incidental changes in piping, ductwork or wiring resulting from the equipment or device selection without any additional cost to the Owner. The Contractor shall pay all additional costs incurred by other portions of the work in connection with the substituted equipment or device.
- E. The Architect/Engineer reserves the right to call for samples of any item of material, equipment or device offered in substitution, together with a sample of the specific item when, in their opinion, the quality of the item and/or the appearance is involved, and it is deemed that an evaluation of the item may be better made by visual inspection.
- F. When any request for a substitution of material, equipment or device is submitted and rejected, the item named in the Contract Documents shall be furnished. Repetitive submittal of substitutions for the same item will not be considered.

1.14 INSTALLATION DRAWINGS

- A. Prepare installation drawings for coordinating the work of this Division with the work of other Divisions, to illustrate its concealment in finished spaces, to avoid obstructions, and to demonstrate the adaptability of any item of material, equipment or device in the space upon which the Contract Documents are based.
- B. Use these drawings in the field for the actual installation of this work. Provide three (3) copies, not for approval, to the Architect/Engineer for his information, review and record.

1.15 WORKMANSHIP AND INSTALLATION

- A. In no case shall the Contractor provide a class of material, equipment, device or workmanship less than that required by the Contract Documents or applicable codes, regulations, ordinances or standards. All modifications which may be required by a local authority having legal jurisdiction over all or any part of the work shall be made by the Contractor without any additional charge. In all cases where such authority requires deviations from the requirements of the Drawings or Specifications, the Contractor shall report it to the Owner's Representative and shall secure his approval before the work is started.
- B. The work shall be performed by properly licensed technicians skilled in their respective trades. All materials, equipment and devices shall be installed in accordance with the recommendations of the manufacturer and in the best standard practice to bring about results of a first class condition.
- C. The NECA "Standards of Installation" as published by the National Electrical Contractors Association shall be considered a part of these Specifications, except as specifically modified by other provisions contained in these Specifications.

1.16 WARRANTY

- A. All materials, equipment, devices and workmanship shall be warranted for a period of one year from the date of acceptance by the Architect/Engineer for beneficial use by the Owner, except that where specific equipment is noted to have extended warranties. The warranty shall be in accordance with AIA Document A201. The Contractor shall be responsible for the registration of these warranties so that the Owner can make all proper claims should future need develop.
- B. The Contractor shall furnish to the Architect/Engineer for transmittal to the Owner, the name, address and telephone number of those persons responsible for service on systems and equipment covered by the warranty.

1.17 OPERATION PRIOR TO ACCEPTANCE

- A. When any equipment is operable, and it is to the advantage of the Contractor to operate the equipment, the Contractor may do so provided that he properly supervises the operation, and retains full responsibility for the equipment operated. Regardless of whether or not the equipment has or has not been operated, the Contractor shall clean the equipment properly, make required adjustments and complete punch list items before final acceptance by the Owner.

1.18 INSTRUCTION OF OWNER'S PERSONNEL

- A. Provide the services of competent engineers and/or technicians acceptable to the Architect/Engineer to instruct other representatives of the Owner in the complete and detailed

operation of each item of equipment or device of all the various electrical systems. These instructions shall be provided for whatever periods may be necessary to accomplish the desired results. Upon completion of these instructions, the Contractor shall obtain a letter of release, acknowledged by the Owner or his authorized representative, stating the dates on which the various kinds of instruction were given, and the personnel to whom the instructions were given.

- B. The Contractor shall be fully responsible for proper maintenance of equipment and systems until the instructions have been given to the Owner's personnel and the letter of release acknowledged.
- C. In providing the instructions to the Owner's personnel, the written operating and maintenance manuals shall be followed in all instances, and the Owner's personnel shall be familiarized with such manuals. Operating and maintenance manuals used for instructions shall include wiring diagrams, manufacturer's operating and maintenance instructions, parts lists (with sources identified), and other data as appropriate for each system.

1.19 SCHEDULE AND SEQUENCE OF WORK

- A. The Contractor shall meet and cooperate with the Owner and Architect/Engineer to schedule and sequence this work so as to insure meeting scheduled completion dates and avoid delaying other portions of the work. Work requiring special sequencing shall be at no additional cost to the Owner and shall have no impact on the schedule.

1.20 INSPECTIONS AND CERTIFICATIONS

- A. Obtain timely inspections of the installation by the regulatory authorities. Remedy any deficiencies to the satisfaction of the inspecting official.
- B. Upon final completion of the work, obtain certificates of acceptance from the regulatory authorities. Deliver the certificates to the Architect/Engineer for transmission to the Owner.

1.21 EQUIPMENT INSTALLATION

- A. Install equipment and devices in a manner to permit access to all surfaces or components, requiring such access, without the need to disassemble other unrelated parts of the work.
- B. Equipment specified to be factory assembled and tested prior to shipment shall not be disassembled at the job site and reassembled at its final location. Apparatus not so specified may be disassembled and reassembled in the proper location.
- C. Furnish all scaffolding, rigging and hoisting required for the installation of all the work.
- D. Large equipment assemblies and components which will be installed in the building, and which are too large to permit access through doorways, stairways or shafts, shall be brought to the site and placed in the appropriate spaces before the enclosing structure is complete.

1.22 EQUIPMENT FOUNDATIONS

- A. Provide foundations for electrical equipment. This shall consist of concrete housekeeping pads constructed in accordance with the details on the Drawings, these Specifications, manufacturer's recommendations and Division 3.

- B. All pads shall be 4" high and extend a maximum 2" beyond that actual equipment size. Coordinate the proper size of the pad with the equipment furnished. Furnish all anchor bolts and other accessories required for casting the concrete pad. After the equipment is set on the pad, the equipment shall be fully grouted to the pad and all void spaces shall be filled with a non-shrinking grout.

1.23 SLEEVES

- A. Each conduit, regardless of material, which passes through a concrete slab, masonry wall, or roof or portion of the building structure shall be free from the structure and shall pass through a sleeve.
- B. All sleeves shall be constructed from electrical-metallic tubing or equivalent weight galvanized steel tubing and shall be flush on both sides of the surface penetrated, unless noted otherwise. All sleeves penetrating the roof areas shall extend a minimum 10 inches above the roof with approved weatherproof counterflashing attached to the conduit above the roof. The sleeves shall be sized to allow free passage of the conduit to be inserted.
- C. Sleeves passing through walls or floors on or below grade or in moist areas shall be constructed of galvanized rigid steel and shall be designed with a suitable flange in the center to form a waterproof passage. After the conduit has been installed in the sleeves, the void space around the conduit shall be caulked with jute twine and filled with an asphalt-base compound to insure a waterproof penetration.

1.24 ESCUTCHEONS

- A. In each finished space, provide a chromium plated, sectional escutcheon on each conduit, or hanger rod penetrating a wall, floor or ceiling.
- B. Size escutcheons and collars to fit snugly around conduit and rods.
- C. Where required, provide escutcheons with set screws so that they fit snugly against the finished surface.

1.25 ACCESS PANELS

- A. Provide wall and ceiling access panels for unrestricted access to all concealed electrical equipment items and devices installed behind furrings, chases or non-removable suspended ceilings.
- B. Access panels shall be UL listed and labeled as required to suit the fire rating of the surface in which installed, with mounting straps, concealed hinges, screwdriver locks, 180 degree open door design, 16 gauge steel construction and door and frame finished in prime coat finish. Panels shall be 12-inch by 12-inch minimum size, but shall be larger as the access requirement of the concealed electrical equipment item or device increases.

PART 2 - PRODUCTS

2.1 SUPPORTING DEVICES

- A. Acceptable Manufacturers:

1. Unistrut Corp.
2. B-Line Systems, Inc.
3. Midland Ross-Kindorf.

B. Materials:

1. Beam clamps shall be used for bar joists and beams.
2. Anti-vibration hangers shall be combination type having a double deflection neoprene element in series with a steel coil spring; double deflection of 0.30"; steel coil spring shall be selected from a 1" static deflection series with a minimum additional travel to solid of 1/2"; spring diameters shall be large enough to permit 15 degree angular misalignment of the rod connecting the hanger to the ceiling support without rubbing the hanger box.
3. Light fixture hangers: Refer to Section 265619.
4. Corrosive Areas: PVC; at factory apply a minimum of 10-mil-thick PVC coating, bonded to metal, inside and outside.

C. Approved hangers and stiff leg supports shall be installed in quantity and size as required to carry the weight of raceway and contents and shall be arranged to prevent vibration transmission to the buildings and allow for raceway movement.

D. Hangers shall be supported by means of uncoated solid steel rods which are threaded to allow vertical adjustments. Lock nuts shall be provided in sufficient number and location to lock all rod adjustments permanently at the adjusted height. Two lock nuts shall be used unless the nut tightens against a threaded socket. Minimum rod diameters shall be as follows:

E.	Nominal Conduit Size	Rod Diameter
F.	1/2" through 2"	1/4"
G.	2-1/2" through 3"	3/8"
H.	4" and 5"	1/2"

I. Hanger spacing shall be as required for proper and adequate support raceway, but in no case shall be less than one hanger per 8'-0" of raceway length, except that conduit less than 1" diameter shall be supported at least every 6'-0".

J. Where numerous conduits are run parallel to one another, they may be supported from a trapeze type hanger arrangement with strut bottom.

K. Anti-vibration type hangers shall be provided for equipment as required to minimize vibration and/or as directed by the Architect/Engineer.

L. Support of hangers shall be by means of sufficient quantities of individual after set steel expansion shields, or beam clamps attached to structural steel.

M. Stiff-legs shall be furnished and installed in cases where support from overhead structure is not possible.

N. Furnish and install complete any additional structural support steel, brackets, fasteners, etc., as required to adequately support all raceway and equipment.

O. Support of hangers from concrete slabs shall be by means of sufficient quantity of "U" brackets attached with after set expansion shields and bolts.

2.2 ELECTRICAL IDENTIFICATION

- A. Provide electrical identification for the following:
 - 1. Motor control centers, panelboards, motor starters, contactors, disconnect switches, circuit breakers and other electrical equipment with nameplate identifying the item of equipment and the equipment serving the same.
 - 2. Raceways, junction boxes and pull boxes.
 - 3. Wiring devices.
 - 4. Wiring.
 - 5. Three-phase motor rotation.
- B. Acceptable Manufacturers:
 - 1. Brady.
 - 2. Panduit.
 - 3. Thomas & Betts.
 - 4. Seton.
- C. Nameplates shall be black engraved surface on white core for normal power circuits.
- D. Provide for each distribution panelboard, branch circuit panelboard, transformer, motor control center and any other similar equipment furnished under this Division identification as to its given name, voltage and origination of service.
- E. Provide for each motor starter enclosure, circuit breaker enclosure, disconnect switch and any other similar equipment furnished under this Division identification as to the specific load that it serves and the origination of service.
- F. Provide for each feeder protective device in each panelboard, motor control center and any other similar equipment furnished under this Division identification as to the specific load that it serves.
- G. Provide for each motor controller in a motor control center identification as to the specific load that it serves.
- H. Nameplates shall be laminated, white core, plastic with beveled edges, minimum 1/16 inch thick. Lettering shall be machine-engraved, not less than 1/4" high, cut through the black surface to the white core.
- I. Raceways shall be identified with voltage rating using pre-printed, self-adhesive labels with black lettering on orange background.
- J. Identification shall be with a black permanent marking pen on the top of 4" x 4" junction box covers or on the back of an outlet box cover plate identifying the branch circuits and systems within the conduit. Pull boxes shall be provided with a nameplate stating voltage and system served.
- K. On the backside of wiring device wall plates identify with a black permanent marking pen the panelboard and branch circuit number the device is served from.
- L. Wire markers for identification of wiring shall be self-adhesive type having letters and numerals indicating serving equipment and feeder or branch circuit number.
- M. Rotation tags shall be brass or aluminum securely attached to equipment.

- N. Surfaces to receive labels or nameplates shall be carefully prepared in accordance with the manufacturer's instructions and recommendations.
- O. Nameplates shall be properly attached to identify panelboards, feeder circuit breakers, disconnect switches, pull boxes and other similar equipment furnished under this Division.
- P. Raceway identification shall be provided at a minimum of every 50', at each end if less than 50', and a minimum of once per room or space through which it passes.
- Q. Wire markers shall be applied to each conductor or cable within panelboards, motor control centers, motor starter enclosures, circuit breaker enclosures, disconnect switches, cabinets, junction boxes, pull boxes and other similar equipment identifying the serving equipment and feeder or branch circuit from which the conductors originate.

2.3 SITE ELECTRICAL

- A. The site electrical work shall include, but not be limited to, the furnishing and installation of necessary materials and making arrangements for the connection of electrical and telephone utilities and for underground conduit.
- B. All site electrical work shall be in accordance with latest National Electrical Code (NEC), Article 300, and service installation standards of the serving utility company(s).
- C. Provide materials in accordance with other sections of these Specifications.
- D. The location of all underground electrical work shall be coordinated with all other trades.
- E. Underground installation of more than one conduit shall be in a "ductbank" arrangement. All conduits shall be laid so joints are staggered.
- F. All underground conduit shall be sloped away from the building to negate water entering the building through the conduit system.
- G. Provide underground warning tape 6" to 12" below finished surface along entire length of underground conduit or ductbank. Provide a separate length of tape every 24" in width of ductbank. Interface installation of underground warning tape with backfilling.
- H. The locations, elevations and voltage of electrical lines and the location of the telephone lines included within the area of this work are indicated on the Drawings or in the Specifications in accordance with information received by the Owner.
- I. The Contractor shall examine the site and shall verify, to his own satisfaction, the location and elevation of all utilities and shall adequately inform himself as to their relation to the work.
- J. Work associated with existing utility lines to be abandoned or removed, located within the scope of this project, will be coordinated by the Contractor (with the Owner's oversight) with the respective utility.
- K. Existing utility lines not indicated but encountered during construction shall be protected, relocated or capped as directed by the Owner's Representative. All precautions shall be exercised to prevent damage to existing lines not shown, but should work become necessary, it must be authorized prior to execution except in an emergency situation.

- L. Before beginning excavations of any nature whatsoever, the Contractor shall make an attempt to locate all underground utilities of every nature occurring within the bounds of the area to be excavated. The Contractor shall then proceed with caution in his excavation work so that no utility shall be damaged with a resultant loss of service.
- M. Should damage result to any utility through the Contractor's negligence or failure to comply with the above directive, he shall be liable for such damage and for all expense incurred in the expeditious repair or replacement of such damaged utilities.
- N. Repair of damaged utilities shall be to a condition equal to or better than the adjacent undamaged portion of such utility and to the complete satisfaction of the Owner.

PART 3 - EXECUTION

3.1 EXCAVATION, TRENCHING AND BACKFILLING

- A. All excavating, trenching and backfilling shall generally be performed in accordance with the procedures and using the materials as described in Division 2. Provide all excavation required in connection with the installation of the work under this Division. After the work has been installed, tested and approved, backfill all excavations with suitable material.
- B. Bottoms of trenches shall be cut to grade. Should rock be encountered, same shall be excavated to a depth of six (6) inches below bottom of conduit and space shall be filled and tamped as specified hereinafter. Should it be required to lay conduit on fill, fill shall first be compacted.
- C. All conduit shall be installed promptly after excavation has been done so as to keep excavations open as short a time as possible.
- D. Trenches shall be excavated to the required depths. Depth of cover shall be as required by the NEC or as indicated on Drawings. Keep banks of trenches as nearly vertical as possible, and provide adequate shoring where required.
- E. When excavation is below the shale or subgrade level, backfill with granular fill or approved backfill material from the site to a depth of 12 inches above top of conduit, but in no case less than 1'-0" below the subgrade surface. The remainder of backfill to the shale or subgrade surface shall be an impervious material and shall be compacted at not less than 95 percent of the maximum dry density as defined by ASTM D-698. At all times, the top of the subgrade shall be kept in such condition that it will drain readily and effectively. Backfill above the subsurface shall be granular fill or approved select backfill from site.
- F. Beyond building walls or above the shale or subgrade level, backfill with sand or granular fill to a depth of 12 inches above top of conduit and remainder of trench filled with approved select backfill material from the site.
- G. Bottoms of trenches shall be tamped hard and graded to secure the maximum fall. Where rock is excavated below the bottom of the conduit, and before laying the conduit, fill the space between the bottom of the conduit and the rock surface with sand, thoroughly tamped.
- H. Trenches dug in fill shall have the conduit supported down to load-bearing soil. After conduits have been inspected and approved by the Owner's Representative, trenches shall be filled with approved backfill material which shall be firmly compacted, flooded if necessary and thoroughly tamped. Do not backfill with any fill containing rocks, frozen earth or debris.

- I. Include the cutting of all sidewalks, streets and other pavements and repairing the openings in them to return the surface to approximately its original condition.

3.2 CUTTING AND PATCHING

- A. Cut all openings required to install the work or to repair any defective work. This cutting shall be performed under the Architect's/Engineer's direction and due diligence exercised to avoid cutting openings larger than required or in the wrong locations.
- B. Where openings are cut in fire-rated walls or floors, seal the annular space between the work installed and the fire-rated construction. Sealant, as applied, shall be fire rated to maintain the fire rating of the construction penetrated. Sealant shall be re-enterable (before fire) to alter penetrations. Apply in strict accordance with manufacturer's instructions.

3.3 SEALING OF PENETRATIONS

- A. All penetrations in horizontal or vertical fire-rated construction shall be sealed using approved fire-rated sealing materials equivalent to the following:
 - 1. Foam: Dow Corning 3-6548 RTV silicone foam, liquid component Part 4 (black) and liquid component Part B (off-white).
 - 2. Sealant: Dow Corning 96-081 RTV silicone adhesive sealant.
 - 3. Damming Materials: Mineral fiberboard, mineral fiber matting, mineral fiber putty, as selected by applicator.
- B. Preparation: Remove combustible materials and loose impediments from penetration opening and involved surfaces. Remove free liquid and oil from penetration surfaces.
- C. Installation: In accordance with manufacturer's instructions, install damming materials and sealant to cover and seal penetration openings; inject foam mixtures into openings.

3.4 PROTECTION OF APPARATUS

- A. At all times take every precaution to properly protect apparatus from damage due to dust, dirt, water, etc. or from damage due to physical forces. Include the erection of temporary shelters as required, to adequately protect any apparatus stored at the site, the cribbing of any apparatus directly above the construction, and the covering of apparatus in the incomplete building with tarpaulins or other protective covering. Failure on the part of the Contractor to comply with the above to the entire satisfaction of the Architect/Engineer will be sufficient cause for the rejection of the pieces of apparatus in question.
- B. Responsibility for the protection of apparatus extend also to existing apparatus involved in this Division of the work, whether such apparatus is designated to be used temporarily and later removed, or is to be reused as a part of the permanent installation. Erect temporary sheltering structures, provide temporary bracing and supports, or cover equipment as required or directed to afford proper protection for that equipment.
- C. The Contractor shall protect this work and the work of all other Contractors from damage by his work or workmen and shall make good any damage thus caused. He shall also be responsible for the proper protection of his equipment, machinery, materials and accessories delivered and installed on the job.

3.5 INSTALLATION AND CONNECTION OF OTHER DIVISION'S EQUIPMENT

- A. Verify the electrical requirements of all equipment furnished under other Divisions, separate contracts, or by the Owner. Install conduit, power wiring, control wiring, devices, etc. as require for complete operation of all equipment.

3.6 OPTION TO RELOCATE OUTLETS AND RELATED DEVICES

- A. The location of power, data and telephone outlets, wall switches and other related devices may be relocated at the Owner's option, at no additional cost to the Owner, to a point within 15 feet of their present location provided the Contractor is notified prior to installation.

3.7 Provide temporary utility services for construction and testing of systems in accordance with the requirements of Division 1 and Division 2.

3.8 COOPERATION AND CLEAN-UP

- A. It shall be the responsibility of the Contractor to cooperate fully to keep the job site in a clean and safe condition. Upon the completion of the job, the Contractor shall immediately remove all of his tools, equipment, surplus materials and debris.
- B. After the installation is complete, and before the equipment is energized, clean the interior and exterior of all equipment thoroughly. Clean equipment, removing all debris, rubbish and foreign materials. Each component shall be cleaned and all dust and other foreign material removed. Components shall be cleaned of oxidation. The inside and outside of all switchgear shall also be wiped clean with a lemon-oil rag after other cleaning is complete.
- C. Any portion of the work requiring touch-up finishing shall be so finished to equal the specified finish on the product.

3.9 RECORD DRAWINGS AND DOCUMENTATION FOR OWNER

- A. The Contractor shall obtain at his own expense a complete set of prints on which to keep an accurate record of the installation of all materials, equipment and devices covered by the Contract. The record drawings shall indicate the location of all equipment and devices, and the routing of all systems. All piping and conduit buried in concrete slabs, walls and below grade shall be located by dimension; both horizontally and by vertical elevation, unless a surface mounted device in each space indicates the exact location. Obtain one complete reproducible set of the original drawings on which to neatly, legibly and accurately transfer all project related notations and deliver these drawings to the Architect/Engineer at job completion before final payment and delivery to the Owner. The above data, with the exception of the record drawings, shall be delivered prior to final acceptance.
- B. The Contractor shall accumulate in duplicate during the job progress, the following data prepared in indexed 3-ring loose leaf, hard-back binders sized for 8-1/2 inch by 11 inch sheets. No binder shall exceed 3-1/2 inches thick. This data shall be turned over to the Architect/Engineer for review and subsequent delivery to the Owner prior to final acceptance.
 - 1. Warranties, guarantees and manufacturer's directions on material, equipment and devices covered by the Contract.
 - 2. Approved lighting fixture brochures, wiring diagrams and control diagrams.
 - 3. Copies of approved submittals and shop drawings.

4. Operating instructions for major apparatus and recommended maintenance procedures.
5. Copies of all other data and/or drawings required during construction.
6. Repair parts list of major apparatus, including name, address and telephone number of local supplier or representative.
7. Tag charts and diagrams hereinbefore specified.

3.10 FINAL OBSERVATION

- A. The purpose of the final observation is to determine whether the Contractor has completed the construction in accordance with the Contract Documents and that in the Owner Representative's opinion the installation is satisfactory for final acceptance by the Owner.
- B. It shall be the responsibility of the Contractor to assure that the installation is ready for final acceptance prior to calling upon the Architect/Engineer to make a final observation.

END OF SECTION 260050

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Copper building wire rated 600 V or less.
 - 2. Connectors, splices, and terminations rated 600 V and less.

1.3 DEFINITIONS

- A. RoHS: Restriction of Hazardous Substances.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Product Schedule: Indicate type, use, location, and termination locations.

1.5 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Member company of NETA.
 - 1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.

PART 2 - PRODUCTS

2.1 COPPER BUILDING WIRE

- A. Description: Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.
- B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

1. Alpha Wire Company.
2. American Bare Conductor.
3. Belden Inc.
4. Cerro Wire LLC.
5. Encore Wire Corporation.
6. General Cable Technologies Corporation.
7. Service Wire Co.
8. Southwire Company.
9. WESCO.

C. Standards:

1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
2. RoHS compliant.
3. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

D. Conductors: Copper, complying with ASTM B 3 for bare annealed copper and with ASTM B 8 or ASTM B 496 for stranded conductors.

E. Conductor Insulation:

1. Type THWN-2: Comply with UL 83.

2.2 CONNECTORS AND SPLICES

A. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.

B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

1. 3M Electrical Products.
2. Gardner Bender.
3. Hubbell Power Systems, Inc.
4. Ideal Industries, Inc.
5. ILSCO.
6. NSi Industries LLC.
7. O-Z/Gedney; a brand of Emerson Industrial Automation.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

A. Feeders: Copper; solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

B. Branch Circuits: Copper. Solid for No. 12 AWG and smaller; stranded for No. 10 AWG and larger.

C. Power-Limited Fire Alarm and Control: Solid for No. 12 AWG and smaller.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Service Entrance: Type THHN/THWN-2, single conductors in raceway.
- B. Exposed Feeders: Type THHN/THWN-2, single conductors in raceway.
- C. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspace: Type THHN/THWN-2, single conductors in raceway.
- D. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN/THWN-2, single conductors in raceway.
- E. Exposed Branch Circuits: Type THHN/THWN-2, single conductors in raceway.
- F. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN/THWN-2, single conductors in raceway.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Complete raceway installation between conductor and cable termination points according to Section 26 05 33 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- B. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- D. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- E. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."
- F. Complete cable tray systems installation according to Section 260536 "Cable Trays for Electrical Systems" prior to installing conductors and cables.

3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches (150 mm) of slack.

3.5 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."
- B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

END OF SECTION 260519

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes grounding and bonding systems and equipment, plus the following special applications:
 - 1. Foundation steel electrodes.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

1.4 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Plans showing dimensioned locations of grounding features specified in "Field Quality Control" Article, including the following:
 - 1. Test wells.
 - 2. Ground rods.
 - 3. Grounding arrangements and connections for separately derived systems.
- B. Qualification Data: For testing agency and testing agency's field supervisor.
- C. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For grounding to include in emergency, operation, and maintenance manuals.
 - 1. In addition to items specified in Section 01 78 23 "Operation and Maintenance Data," include the following:
 - a. Plans showing as-built, dimensioned locations of grounding features specified in "Field Quality Control" Article, including the following:
 - 1) Test wells.
 - 2) Ground rods.
 - 3) Grounding arrangements and connections for separately derived systems.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Certified by NETA.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

2.2 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. Burndy; Part of Hubbell Electrical Systems.
 - 2. Dossert; AFL Telecommunications LLC.
 - 3. ERICO International Corporation.
 - 4. Fushi Copperweld Inc.
 - 5. Galvan Industries, Inc.; Electrical Products Division, LLC.
 - 6. Harger Lightning & Grounding.
 - 7. ILSCO.
 - 8. O-Z/Gedney; a brand of Emerson Industrial Automation.
 - 9. Robbins Lightning, Inc.
 - 10. Siemens Power Transmission & Distribution, Inc.

2.3 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
 - 1. Solid Conductors: ASTM B 3.
 - 2. Stranded Conductors: ASTM B 8.

2.4 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- C. Bus-Bar Connectors: Compression type, copper or copper alloy, with two wire terminals.

- D. Beam Clamps: Mechanical type, terminal, ground wire access from four directions, with dual, tin-plated or silicon bronze bolts.
- E. Cable-to-Cable Connectors: Compression type, copper or copper alloy.
- F. Conduit Hubs: Mechanical type, terminal with threaded hub.
- G. Ground Rod Clamps: Mechanical type, copper or copper alloy, terminal with hex head bolt.
- H. Lay-in Lug Connector: Mechanical type, copper rated for direct burial terminal with set screw.
- I. Service Post Connectors: Mechanical type, bronze alloy terminal, in short- and long-stud lengths, capable of single and double conductor connections.
- J. Signal Reference Grid Clamp: Mechanical type, stamped-steel terminal with hex head screw.
- K. Straps: Solid copper, cast-bronze clamp. Rated for 600 A.
- L. U-Bolt Clamps: Mechanical type, copper or copper alloy, terminal listed for direct burial.
- M. Water Pipe Clamps:
 - 1. Mechanical type, two pieces with stainless-steel bolts.
 - a. Material: Die-cast zinc alloy.
 - b. Listed for direct burial.
 - 2. U-bolt type with malleable-iron clamp and copper ground connector rated for direct burial.

2.5 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad steel; 5/8 by 96 inches (16 by 2400 mm).

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- B. Underground Grounding Conductors: Install bare copper conductor, No. 2/0 AWG minimum.
 - 1. Bury at least 24 inches (600 mm) below grade.
- C. Conductor Terminations and Connections:
 - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
 - 2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
 - 3. Connections to Ground Rods at Test Wells: Bolted connectors.
 - 4. Connections to Structural Steel: Welded connectors.

3.2 GROUNDING AT THE SERVICE

- A. Equipment grounding conductors and grounding electrode conductors shall be connected to the ground bus. Install a main bonding jumper between the neutral and ground buses.

3.3 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Poles Supporting Outdoor Lighting Fixtures: Install grounding electrode and a separate insulated equipment grounding conductor in addition to grounding conductor installed with branch-circuit conductors.
- C. Metallic Fences: Comply with requirements of IEEE C2.
 - 1. Grounding Conductor: Bare copper, not less than No. 8 AWG.
 - 2. Gates: Shall be bonded to the grounding conductor with a flexible bonding jumper.

3.4 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Ground Rods: Drive rods until tops are 2 inches (50 mm) below finished floor or final grade unless otherwise indicated.
 - 1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.
 - 2. For grounding electrode system, install at least three rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes, and connect to the service grounding electrode conductor.
- C. Test Wells: Ground rod driven through drilled hole in bottom of handhole. Handholes shall be at least 12 inches (300 mm) deep, with cover.
 - 1. Install at least one test well for each service unless otherwise indicated. Install at the ground rod electrically closest to service entrance. Set top of test well flush with finished grade or floor.
- D. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
 - 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
 - 2. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.
- E. Grounding and Bonding for Piping:
 - 1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes;

- use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.
 3. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.
- F. Bonding Interior Metal Ducts: Bond metal air ducts to equipment grounding conductors of associated fans, blowers, electric heaters, and air cleaners. Install tinned bonding jumper to bond across flexible duct connections to achieve continuity.
- G. Grounding for Steel Building Structure: Install a driven ground rod at base of each corner column and at intermediate exterior columns at distances not more than 60 feet (18 m) apart.
- H. Ground Ring: Install a grounding conductor, electrically connected to each building structure ground rod and to each steel column, extending around the perimeter of building.
1. Install copper conductor not less than No. 2/0 AWG for ground ring and for taps to building steel.
 2. Bury ground ring not less than 24 inches (600 mm) from building's foundation.
- I. Concrete-Encased Grounding Electrode (Ufer Ground): Fabricate according to NFPA 70; use a minimum of 20 feet (6 m) of bare copper conductor not smaller than No. 4 AWG.
1. If concrete foundation is less than 20 feet (6 m) long, coil excess conductor within base of foundation.
 2. Bond grounding conductor to reinforcing steel in at least four locations and to anchor bolts. Extend grounding conductor below grade and connect to building's grounding grid or to grounding electrode external to concrete.

3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Tests and Inspections:
1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
 2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
 3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, at ground test wells, and at individual ground rods. Make tests at ground rods before any conductors are connected.
 - a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
 - b. Perform tests by fall-of-potential method according to IEEE 81.

4. Prepare dimensioned Drawings locating each test well, ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.
- C. Grounding system will be considered defective if it does not pass tests and inspections.
 - D. Prepare test and inspection reports.
 - E. Report measured ground resistances that exceed the following values:
 1. Power and Lighting Equipment or System with Capacity of 500 kVA and Less: 10 ohms.
 2. Power and Lighting Equipment or System with Capacity of 500 to 1000 kVA: 5 ohms.
 3. Power and Lighting Equipment or System with Capacity More Than 1000 kVA: 3 ohms.
 4. Power Distribution Units or Panelboards Serving Electronic Equipment: 3 ohm(s).
 5. Substations and Pad-Mounted Equipment: 5 ohms.
 6. Manhole Grounds: 10 ohms.
 - F. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Metal conduits, tubing, and fittings.
 - 2. Nonmetal conduits, tubing, and fittings.
 - 3. Metal wireways and auxiliary gutters.
 - 4. Boxes, enclosures, and cabinets.
 - 5. Handholes for exterior underground cabling.

1.3 DEFINITIONS

- A. ARC: Aluminum rigid conduit.
- B. GRC: Galvanized rigid steel conduit.
- C. IMC: Intermediate metal conduit.

1.4 ACTION SUBMITTALS

- A. Product Data: For wireways and fittings, hinged-cover enclosures, and cabinets.
- B. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details.

1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of items involved:
 - 1. Structural members in paths of conduit groups with common supports.
 - 2. HVAC and plumbing items and architectural features in paths of conduit groups with common supports.

PART 2 - PRODUCTS

2.1 METAL CONDUITS, TUBING, AND FITTINGS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. AFC Cable Systems, Inc.
 - 2. Allied Tube & Conduit; a part of Atkore International
 - 3. Anamet Electrical, Inc.
 - 4. Electri-Flex Company
 - 5. FSR Inc.
 - 6. O-Z/Gedney; a brand of Emerson Industrial Automation
 - 7. Picoma Industries, Inc.
 - 8. Republic Conduit
 - 9. Robroy Industrial
 - 10. Southwire Company
 - 11. Thomas & Betts Corporation, A Member of the ABB Group
 - 12. Western Tube and Conduit Corporation
 - 13. Wheatland Tube Company
- B. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. GRC: Comply with ANSI C80.1 and UL 6.
- D. ARC: Comply with ANSI C80.5 and UL 6A.
- E. IMC: Comply with ANSI C80.6 and UL 1242.
- F. PVC-Coated Steel Conduit: PVC-coated rigid steel conduit.
 - 1. Comply with NEMA RN 1.
 - 2. Coating Thickness: 0.040 inch, minimum.
- G. EMT: Comply with ANSI C80.3 and UL 797.
- H. FMC: Comply with UL 1; zinc-coated steel or aluminum.
- I. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.
- J. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.
 - 1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886 and NFPA 70.
 - 2. Fittings for EMT:
 - a. Material: Steel or die cast.
 - b. Type: compression.
 - 3. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.
 - 4. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch, with overlapping sleeves protecting threaded joints.

- K. Joint Compound for IMC, GRC, or ARC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 NONMETALLIC CONDUITS, TUBING, AND FITTINGS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. AFC Cable Systems, Inc.
 - 2. Anamet Electrical, Inc.
 - 3. Arnco Corporation
 - 4. CANTEX INC.
 - 5. CertainTeed Corporation
 - 6. Condux International Inc.
 - 7. Electri-Flex Company
 - 8. Kraloy
 - 9. Lamson & Sessions
 - 10. Niedax, Inc.
 - 11. RACO; Hubbell
 - 12. Thomas & Betts Corporation, A Member of the ABB Group
 - 13. Western Tube and Conduit Corporation
 - 14. Wheatland Tube Company
- B. Listing and Labeling: Nonmetallic conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. RNC: Type EPC-40-PVC, complying with NEMA TC 2 and UL 651 unless otherwise indicated.
- D. RTRC: Comply with UL 1684A and NEMA TC 14.
- E. Fittings for LFNC: Comply with UL 514B.
- F. Solvents and Adhesives: As recommended by conduit manufacturer.

2.3 METAL WIREWAYS AND AUXILIARY GUTTERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Cooper B-Line, Inc; a division of Cooper Industries.
 - 2. Hoffman; a brand of Pentair Equipment Protection
 - 3. MonoSystems, Inc.
 - 4. Square D.
- B. Description: Sheet metal, complying with UL 870 and NEMA 250, Type 1 and Type 3R unless otherwise indicated, and sized according to NFPA 70.
 - 1. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.

- D. Wireway Covers: Hinged type unless otherwise indicated.
- E. Finish: Manufacturer's standard enamel finish.

2.4 BOXES, ENCLOSURES, AND CABINETS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Adalet
 - 2. Cooper Technologies Company; Cooper Crouse-Hinds
 - 3. EGS/Appleton Electric
 - 4. Erickson Electrical Equipment Company
 - 5. FSR, Inc.
 - 6. Hoffman
 - 7. Hubbell Incorporated
 - 8. Kraloy
 - 9. Milbank Manufacturing Co.
 - 10. Mono-Systems, Inc.
 - 11. O-Z/Gedney
 - 12. RACO; Hubbell
 - 13. Robroy Industries
 - 14. Spring City Electrical Manufacturing Company
 - 15. Stahlin Non-Metallic Enclosures
 - 16. Thomas & Betts Corporation
 - 17. Wiremold/Legrand.
- B. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- C. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- D. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, ferrous alloy or aluminum, Type FD, with gasketed cover.
- E. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing 50 lb. Outlet boxes designed for attachment of luminaires weighing more than 50 lb shall be listed and marked for the maximum allowable weight.
- F. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- G. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, cast aluminum or galvanized, cast iron with gasketed cover.
- H. Box extensions used to accommodate new building finishes shall be of same material as recessed box.
- I. Device Box Dimensions: 4 inches square by 2-1/8 inches deep or 4 inches by 2-1/8 inches by 2-1/8 inches deep.
- J. Gangable boxes are prohibited.
- K. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 1 or Type 3R with continuous-hinge cover with flush latch unless otherwise indicated.
 - 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.

2. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.

L. Cabinets:

1. NEMA 250, Type 1 or Type 3R galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
2. Hinged door in front cover with flush latch and concealed hinge.
3. Key latch to match panelboards.
4. Metal barriers to separate wiring of different systems and voltage.
5. Accessory feet where required for freestanding equipment.
6. Nonmetallic cabinets shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.5 HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING

A. General Requirements for Handholes and Boxes:

1. Boxes and handholes for use in underground systems shall be designed and identified as defined in NFPA 70, for intended location and application.
2. Boxes installed in wet areas shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Polymer-Concrete Handholes and Boxes with Polymer-Concrete Cover: Molded of sand and aggregate, bound together with polymer resin, and reinforced with steel, fiberglass, or a combination of the two.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Armorcast Products Company
 - b. Carson Industries, LLC
 - c. NewBasis
 - d. Oldcastle Precast, Inc.
 - e. Quazite: Hubbell Power Systems, Inc.
 - f. Synertech Moulded Products.
2. Standard: Comply with SCTE 77.
3. Configuration: Designed for flush burial with open bottom unless otherwise indicated.
4. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure and handhole location.
5. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
6. Cover Legend: Molded lettering, "ELECTRIC."
7. Handholes 12 Inches Wide by 23 Inches Long (300 mm Wide by 575 mm Long) by 11 inches (280 mm) deep and Larger: Have inserts for cable racks and pulling-in irons installed before concrete is poured.

2.6 SOURCE QUALITY CONTROL FOR UNDERGROUND ENCLOSURES

A. Handhole and Pull-Box Prototype Test: Test prototypes of handholes and boxes for compliance with SCTE 77. Strength tests shall be for specified tier ratings of products supplied.

1. Strength tests of complete boxes and covers shall be by either an independent testing agency or manufacturer. A qualified registered professional engineer shall certify tests by manufacturer.

2. Testing machine pressure gages shall have current calibration certification complying with ISO 9000 and ISO 10012 and traceable to NIST standards.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below unless otherwise indicated:
 1. Exposed Conduit: GRC or IMC.
 2. Concealed Conduit, Aboveground: GRC or IMC.
 3. Underground Conduit: RNC, Type EPC-40-PVC or Type EPC-80-PVC, direct buried.
 4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
 5. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.
- B. Indoors: Apply raceway products as specified below unless otherwise indicated:
 1. Exposed, Not Subject to Physical Damage: EMT.
 2. Exposed, Not Subject to Severe Physical Damage: EMT.
 3. Exposed and Subject to Severe Physical Damage: GRC or IMC. Raceway locations include the following:
 - a. Athletic field.
 - b. Tennis Court.
 - c. Gymnasiums.
 - d. Futsel Court.
 4. Concealed in Ceilings and Interior Walls and Partitions: EMT.
 5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
 6. Damp or Wet Locations: GRC or IMC.
 7. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 stainless steel in damp or wet locations.
- C. Minimum Raceway Size: 3/4-inch trade size.
- D. Raceway Fittings: Compatible with raceways and suitable for use and location.
 1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
 2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
 3. EMT: Use compression, steel or cast-metal fittings. Comply with NEMA FB 2.10.
 4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.
- E. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.
- F. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F.

3.2 INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies.
- B. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- C. Complete raceway installation before starting conductor installation.
- D. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.
- E. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- F. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches of changes in direction.
- G. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- H. Support conduit within 12 inches of enclosures to which attached.
- I. Raceways Embedded in Slabs:
 - 1. Run conduit larger than 1-inch trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support. Secure raceways to reinforcement at maximum 10-foot intervals.
 - 2. Arrange raceways to cross building expansion joints at right angles with expansion fittings.
 - 3. Arrange raceways to keep a minimum of 2 inches of concrete cover in all directions.
 - 4. Do not embed threadless fittings in concrete unless specifically approved by Architect for each specific location.
- J. Stub-ups to Above Recessed Ceilings:
 - 1. Use EMT, IMC, or RMC for raceways.
 - 2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.
- K. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- L. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.
- M. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.
- N. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch trade size and insulated throat metal bushings on 1-1/2-inch trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.

- O. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.
- P. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.
- Q. Cut conduit perpendicular to the length. For conduits 2-inch trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.
- R. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.
- S. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings according to NFPA 70.
- T. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:
 - 1. Where an underground service raceway enters a building or structure.
 - 2. Where otherwise required by NFPA 70.
- U. Comply with manufacturer's written instructions for solvent welding RNC and fittings.
- V. Expansion-Joint Fittings:
 - 1. Install in each run of aboveground RNC that is located where environmental temperature change may exceed 30 deg F and that has straight-run length that exceeds 25 feet. Install in each run of aboveground RMC and EMT conduit that is located where environmental temperature change may exceed 100 deg F and that has straight-run length that exceeds 100 feet.
 - 2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:
 - a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F temperature change.
 - b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F temperature change.
 - c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F temperature change.
 - d. Attics: 135 deg F temperature change.
 - 3. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F of temperature change for PVC conduits. Install fitting(s) that provide expansion and contraction for at least 0.000078 inch per foot of length of straight run per deg F of temperature change for metal conduits.
 - 4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.
 - 5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.
- W. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72 inches of flexible conduit for recessed and semirecessed luminaires, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.

1. Use LFMC in damp or wet locations subject to severe physical damage.
 2. Use LFMC in damp or wet locations not subject to severe physical damage.
- X. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.
- Y. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between box and cover plate or supported equipment and box.
- Z. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- AA. Locate boxes so that cover or plate will not span different building finishes.
- BB. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
- CC. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

3.3 INSTALLATION OF UNDERGROUND CONDUIT

- A. Direct-Buried Conduit:
1. Excavate trench bottom to provide firm and uniform support for conduit. Prepare trench bottom as specified in Section 312000 "Earth Moving" for pipe less than 6 inches in nominal diameter.
 2. Install backfill as specified in Section 312000 "Earth Moving."
 3. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction as specified in Section 312000 "Earth Moving."
 4. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through floor.
 - a. For stub-ups at equipment mounted on outdoor concrete bases and where conduits penetrate building foundations, extend steel conduit horizontally a minimum of 60 inches from edge of foundation or equipment base. Install insulated grounding bushings on terminations at equipment.
 5. Underground Warning Tape: Comply with requirements in Section 260553 "Identification for Electrical Systems."

3.4 INSTALLATION OF UNDERGROUND HANDHOLES AND BOXES

- A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.
- B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel 9-inches deep, graded from 1/2-inch sieve to No. 4 sieve and compacted to same density as adjacent undisturbed earth.

- C. Elevation: In paved areas, set so cover surface will be flush with finished grade. Set covers of other enclosures 1 inch above finished grade.
- D. Install handholes with bottom below frost line, below grade.
- E. Install removable hardware, including pulling eyes, cable stanchions, cable arms, and insulators, as required for installation and support of cables and conductors and as indicated. Select arm lengths to be long enough to provide spare space for future cables but short enough to preserve adequate working clearances in enclosure.

3.5 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.6 FIRESTOPPING

- A. Install firestopping at penetrations of fire-rated floor and wall assemblies. Comply with requirements in Section 078413 "Penetration Firestopping."

3.7 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 - 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 260533

SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Color and legend requirements for raceways and conductors.
 - 2. Labels.
 - 3. Tapes and stencils.
 - 4. Tags.
 - 5. Signs.
 - 6. Cable ties.
 - 7. Fasteners for labels and signs.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for electrical identification products.
- B. Identification Schedule: For each piece of electrical equipment and electrical system components to be an index of nomenclature for electrical equipment and system components used in identification signs and labels. Use same designations indicated on Drawings.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Comply with ASME A13.1 and IEEE C2.
- B. Comply with NFPA 70.
- C. Comply with ANSI Z535.4 for safety signs and labels.
- D. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.
- E. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.

1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

2.2 COLOR AND LEGEND REQUIREMENTS

A. Raceways and Cables Carrying Circuits at 600 V or Less:

1. Black letters on an orange field.
2. Legend: Indicate voltage and system or service type.

B. Color-Coding for Phase- and Voltage-Level Identification, 600 V or Less: Use colors listed below for ungrounded service, feeder and branch-circuit conductors.

1. Color shall be factory applied or field applied for sizes larger than No. 8 AWG if authorities having jurisdiction permit.
2. Colors for 208/120-V Circuits:
 - a. Phase A: Black.
 - b. Phase B: Red.
 - c. Phase C: Blue.
3. Colors for 240-V Circuits:
 - a. Phase A: Black.
 - b. Phase B: Red.
4. Colors for 480/277-V Circuits:
 - a. Phase A: Brown.
 - b. Phase B: Orange.
 - c. Phase C: Yellow.
5. Color for Neutral: White or gray.
6. Color for Equipment Grounds: Green.

C. Warning Label Colors:

1. Identify system voltage with black letters on an orange background.

D. Warning labels and signs shall include, but are not limited to, the following legends:

1. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES (915 MM)."

2.3 LABELS

A. Self-Adhesive Labels: Polyester or Vinyl, thermal, transfer-printed, 3-mil- (0.08-mm-) thick, multicolor, weather- and UV-resistant, pressure-sensitive adhesive labels, configured for intended use and location.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. A'n D Cable Products.

- b. Brady Corporation
 - c. Brother International Corporation
 - d. Emedco
 - e. Grafoplast Wire Markers
 - f. Hellermann Tyton
 - g. Ideal Industrias, Inc.
 - h. LEM Products Inc.
 - i. Marking Services, Inc.
 - j. Panduit Corp.
 - k. Seton Identification Products.
2. Minimum Nominal Size:
- a. 1-1/2 by 6 inches (37 by 150 mm) for raceway and conductors.
 - b. 3-1/2 by 5 inches (76 by 127 mm) for equipment.
 - c. As required by authorities having jurisdiction.

2.4 TAPES AND STENCILS

- A. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; not less than 3 mils (0.08 mm) thick by 1 to 2 inches (25 to 50 mm) wide; compounded for outdoor use.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- a. Brady Corporation
 - b. Carlton Industries, LP.
 - c. emedco.
 - d. Marking Services, Inc.
- B. Underground-Line Warning Tape:
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- a. Brady Corporation
 - b. Ideal Industries, Inc.
 - c. LEM Products, Inc.
 - d. Marking Services, Inc.
 - e. Reef Industries, Inc.
 - f. Seton Identification Products.
2. Tape:
- a. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical and communications utility lines.
 - b. Printing on tape shall be permanent and shall not be damaged by burial operations.
 - c. Tape material and ink shall be chemically inert and not subject to degradation when exposed to acids, alkalis, and other destructive substances commonly found in soils.
3. Color and Printing:
- a. Comply with ANSI Z535.1, ANSI Z535.2, ANSI Z535.3, ANSI Z535.4, and ANSI Z535.5.
 - b. Inscriptions for Red-Colored Tapes: "ELECTRIC LINE, HIGH VOLTAGE".

- c. Inscriptions for Orange-Colored Tapes: "TELEPHONE CABLE, CATV CABLE, COMMUNICATIONS CABLE, OPTICAL FIBER CABLE".
- C. Stenciled Legend: In nonfading, waterproof, black ink or paint. Minimum letter height shall be 1 inch (25 mm).

2.5 TAGS

- A. Nonmetallic Preprinted Tags: Polyethylene tags, 0.023 inch (0.58 mm) thick, color-coded for phase and voltage level, with factory printed permanent designations; punched for use with self-locking cable tie fastener.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Brady Corporation.
 - b. Carlton Industries, LP.
 - c. emedco.
 - d. Grafoplast Wire Markers.
 - e. LEM Products Inc.
 - f. Marking Services, Inc.
 - g. Panduit Corp.
 - h. Seton Identification Products.

2.6 SIGNS

- A. Laminated Acrylic or Melamine Plastic Signs:
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Brady Corporation
 - b. Carlton Industries, LP.
 - c. emedco.
 - d. Marking Services, Inc.
 - 2. Engraved legend.
 - 3. Thickness:
 - a. For signs up to 20 sq. in. (129 sq. cm), minimum 1/16 inch (1.6 mm) thick).
 - b. For signs larger than 20 sq. in. (129 sq. cm), 1/8 inch (3.2 mm) thick.
 - c. Engraved legend with black letters on white face.
 - d. Punched or drilled for mechanical fasteners with 1/4-inch (6.4-mm) grommets in corners for mounting.
 - e. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

2.7 CABLE TIES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Ideal Industries, Inc.
 - b. Marking Services, Inc.

- c. Panduit Corp.
- B. General-Purpose Cable Ties: Fungus inert, self-extinguishing, one piece, self-locking, and Type 6/6 nylon.
 - 1. Minimum Width: 3/16 inch (5 mm).
 - 2. Tensile Strength at 73 Deg F (23 Deg C) according to ASTM D 638: 12,000 psi (82.7 MPa).
 - 3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
 - 4. Color: Black, except where used for color-coding.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Self-Adhesive Identification Products: Before applying electrical identification products, clean substrates of substances that could impair bond, using materials and methods recommended by manufacturer of identification product.

3.2 INSTALLATION

- A. Verify and coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and operation and maintenance manual. Use consistent designations throughout Project.
- B. Install identifying devices before installing acoustical ceilings and similar concealment.
- C. Verify identity of each item before installing identification products.
- D. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and operation and maintenance manual.
- E. Apply identification devices to surfaces that require finish after completing finish work.
- F. Install signs with approved legend to facilitate proper identification, operation, and maintenance of electrical systems and connected items.
- G. System Identification for Raceways and Cables under 600 V: Identification shall completely encircle cable or conduit. Place identification of two-color markings in contact, side by side.
 - 1. Secure tight to surface of conductor, cable, or raceway.
- H. System Identification for Raceways and Cables over 600 V: Identification shall completely encircle cable or conduit. Place adjacent identification of two-color markings in contact, side by side.
 - 1. Secure tight to surface of conductor, cable, or raceway.

- I. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
- J. Accessible Fittings for Raceways: Identify the covers of each junction and pull box of the following systems with the wiring system legend and system voltage. System legends shall be as follows:
 - 1. Source Panel and Circuit number.
- K. Self-Adhesive Labels:
 - 1. On each item, install unique designation label that is consistent with wiring diagrams, schedules, and operation and maintenance manual.
 - 2. Unless otherwise indicated, provide a single line of text with 1/2-inch- (13-mm-) high letters on 1-1/2-inch- (38-mm-) high label; where two lines of text are required, use labels 2 inches (50 mm) high.
- L. Snap-around Color-Coding Bands: Secure tight to surface at a location with high visibility and accessibility.
- M. Underground Line Warning Tape:
 - 1. During backfilling of trenches, install continuous underground-line warning tape directly above cable or raceway at 6 to 8 inches (150 to 200 mm) below finished grade. Use multiple tapes where width of multiple lines installed in a common trench or concrete envelope exceeds 16 inches (400 mm) overall.
- N. Cable Ties: General purpose, for attaching tags, except as listed below:
 - 1. Outdoors: UV-stabilized nylon.

3.3 IDENTIFICATION SCHEDULE

- A. Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment. Install access doors or panels to provide view of identifying devices.
- B. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, pull points, and locations of high visibility. Identify by system and circuit designation.
- C. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use vinyl wraparound color-coding bands to identify the phase.
- D. Power-Circuit Conductor Identification, More Than 600 V: For conductors in vaults, pull and junction boxes, manholes, and handholes, use nonmetallic preprinted tags colored and marked to indicate phase, and a separate tag with the circuit designation.
- E. Control-Circuit Conductor Identification: For conductors and cables in pull and junction boxes, manholes, and handholes, use write-on tags with the conductor or cable designation, origin, and destination.
- F. Control-Circuit Conductor Termination Identification: For identification at terminations, provide heat-shrink preprinted tubes with the conductor designation.

- G. Conductors to Be Extended in the Future: Attach write-on tags to conductors and list source.
- H. Auxiliary Electrical Systems Conductor Identification: Marker tape or self-adhesive vinyl tape that is uniform and consistent with system used by manufacturer for factory-installed connections.
 - 1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
- I. Locations of Underground Lines: Underground-line warning tape for power, lighting, communication, and control wiring and optical-fiber cable.
- J. Arc Flash Warning Labeling: Self-adhesive labels.
- K. Equipment Identification Labels:
 - 1. Outdoor Equipment: Stenciled legend 4 inches (100 mm) high.
 - 2. Equipment to Be Labeled:
 - a. Panelboards: Typewritten directory of circuits in the location provided by panelboard manufacturer. Panelboard identification shall be in the form of a stenciled legend.
 - b. Enclosures and electrical cabinets.
 - c. Switchgear.
 - d. Transformers: Label that includes tag designation indicated on Drawings for the transformer, feeder, and panelboards or equipment supplied by the secondary.
 - e. Enclosed switches.
 - f. Enclosed circuit breakers.
 - g. Contactors.
 - h. Remote-controlled switches, dimmer modules, and control devices.

END OF SECTION 260553

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SECTION 262213 - LOW-VOLTAGE DISTRIBUTION TRANSFORMERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes distribution, dry-type transformers with a nominal primary and secondary rating of 600 V and less, with capacities up to 1500 kVA.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type and size of transformer.
 - 2. Include rated nameplate data, capacities, weights, dimensions, minimum clearances, installed devices and features, and performance for each type and size of transformer.
- B. Shop Drawings:
 - 1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
 - 2. Vibration Isolation Base Details: Detail fabrication including anchorages and attachments to structure and to supported equipment.
 - 3. Include diagrams for power, signal, and control wiring.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing agency.
- B. Source quality-control reports.
- C. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For transformers to include in emergency, operation, and maintenance manuals.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Accredited by NETA.
 - 1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Inspection: On receipt, inspect for and note any shipping damage to packaging and transformer.
 - 1. If manufacturer packaging is removed for inspection, and transformer will be stored after inspection, re-package transformer using original or new packaging materials that provide protection equivalent to manufacturer's packaging.
- B. Storage: Store in a warm, dry, and temperature-stable location in original shipping packaging.
- C. Temporary Heating: Apply temporary heat according to manufacturer's written instructions within the enclosure of each ventilated-type unit, throughout periods during which equipment is not energized and when transformer is not in a space that is continuously under normal control of temperature and humidity.
- D. Handling: Follow manufacturer's instructions for lifting and transporting transformers.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Acme Electric Corporation.
 - 2. Eaton.
 - 3. General Electric Company.
 - 4. Jefferson Electric, Inc.
 - 5. SIEMENS Industry, Inc.; Energy Management Division.
 - 6. Square D; by Schneider Electric.
- B. Source Limitations: Obtain each transformer type from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

2.3 GENERAL TRANSFORMER REQUIREMENTS

- A. Description: Factory-assembled and -tested, air-cooled units for 60-Hz service.
- B. Comply with NFPA 70.
 - 1. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.

C. Transformers Rated 15 kVA and Larger:

1. Comply with 10 CFR 431 (DOE 2016) efficiency levels.
2. Marked as compliant with DOE 2016 efficiency levels by an NRTL.

2.4 DISTRIBUTION TRANSFORMERS

A. Comply with NFPA 70.

B. Provide transformers that are constructed to withstand seismic forces specified in Section 260548.16 "Seismic Controls for Electrical Systems."

C. Cores: Electrical grade, non-aging silicon steel with high permeability and low hysteresis losses.

1. One leg per phase.
2. Grounded to enclosure.

D. Coils: Continuous windings except for taps.

1. Coil Material: Aluminum or Copper.
2. Internal Coil Connections: Brazed or pressure type.
3. Terminal Connections: Welded.

E. Enclosure: Totally enclosed, nonventilated.

1. NEMA 250, Type 3R: Core and coil shall be encapsulated within resin compound, sealing out moisture and air.
2. Wiring Compartment: Sized for conduit entry and wiring installation.
3. Finish: Comply with NEMA 250.
 - a. Finish Color: Gray weather-resistant enamel.

F. Taps for Transformers 25 kVA and Larger: Two 2.5 percent taps above and two 2.5 percent taps below normal full capacity.

G. Insulation Class, 30 kVA and Larger: 220 deg C, UL-component-recognized insulation system with a maximum of 150 deg C rise above 40 deg C ambient temperature.

H. Grounding: Provide ground-bar kit or a ground bar installed on the inside of the transformer enclosure.

I. K-Factor Rating: Transformers indicated to be K-factor rated shall comply with UL 1561 requirements for nonsinusoidal load current-handling capability to the degree defined by designated K-factor.

1. Unit shall not overheat when carrying full-load current with harmonic distortion corresponding to designated K-factor, without exceeding the indicated insulation class in a 40 deg C maximum ambient and a 24-hour average ambient of 30 deg C.
2. Indicate value of K-factor on transformer nameplate.
3. Unit shall comply with requirements of DOE 2016 efficiency levels when tested according to NEMA TP 2 with a K-factor equal to one.

J. Neutral: Rated 200 percent of full load current for K-factor-rated transformers.

- K. Low-Sound-Level Requirements: Maximum sound levels when factory tested according to IEEE C57.12.91, as follows:
 - 1. 9.01 to 30.00 kVA: 45 dBA.
 - 2. 30.01 to 50.00 kVA: 48 dBA for K-factors of 13 and 20.

2.5 IDENTIFICATION

- A. Nameplates: Engraved, laminated-acrylic or melamine plastic signs for each distribution transformer, mounted with corrosion-resistant screws. Nameplates and label products are specified in Section 260553 "Identification for Electrical Systems."

2.6 SOURCE QUALITY CONTROL

- A. Test and inspect transformers according to IEEE C57.12.01 and IEEE C57.12.91.
 - 1. Resistance measurements of all windings at rated voltage connections and at all tap connections.
 - 2. Ratio tests at rated voltage connections and at all tap connections.
 - 3. Phase relation and polarity tests at rated voltage connections.
 - 4. No load losses, and excitation current and rated voltage at rated voltage connections.
 - 5. Impedance and load losses at rated current and rated frequency at rated voltage connections.
 - 6. Applied and induced tensile tests.
 - 7. Regulation and efficiency at rated load and voltage.
 - 8. Insulation-Resistance Tests:
 - a. High-voltage to ground.
 - b. Low-voltage to ground.
 - c. High-voltage to low-voltage.
 - 9. Temperature tests.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine conditions for compliance with enclosure- and ambient-temperature requirements for each transformer.
- B. Verify that field measurements are as needed to maintain working clearances required by NFPA 70 and manufacturer's written instructions.
- C. Examine walls, floors, roofs, and concrete bases for suitable mounting conditions where transformers will be installed.
- D. Verify that ground connections are in place and requirements in Section 260526 "Grounding and Bonding for Electrical Systems" have been met. Maximum ground resistance shall be 5 ohms at location of transformer.
- E. Environment: Enclosures shall be rated for the environment in which they are located. Covers for NEMA 250, Type 4X enclosures shall not cause accessibility problems.

- F. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install transformers level and plumb on a concrete base with vibration-dampening supports.
 - 1. Coordinate size and location of concrete bases with actual transformer provided. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified with concrete.
- B. Secure transformer to concrete base according to manufacturer's written instructions.
- C. Secure covers to enclosure and tighten all bolts to manufacturer-recommended torques to reduce noise generation.
- D. Remove shipping bolts, blocking, and wedges.

3.3 CONNECTIONS

- A. Ground equipment according to Section 260526 "Grounding and Bonding for Electrical Systems."
- B. Connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- C. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.

3.4 FIELD QUALITY CONTROL

- A. Perform tests and inspections with the assistance of a factory-authorized service representative.
- B. Small (Up to 167-kVA Single-Phase or 500-kVA Three-Phase) Dry-Type Transformer Field Tests:
 - 1. Visual and Mechanical Inspection.
 - a. Inspect physical and mechanical condition.
 - b. Inspect anchorage, alignment, and grounding.
 - c. Verify that resilient mounts are free and that any shipping brackets have been removed.
 - d. Verify the unit is clean.
 - e. Perform specific inspections and mechanical tests recommended by manufacturer.
 - f. Verify that as-left tap connections are as specified.
 - g. Verify the presence of surge arresters and that their ratings are as specified.
 - 2. Electrical Tests:
 - a. Measure resistance at each winding, tap, and bolted connection.
 - b. Perform insulation-resistance tests winding-to-winding and each winding-to-ground. Apply voltage according to manufacturer's published data. In the absence

of manufacturer's published data, comply with NETA ATS, Table 100.5. Calculate polarization index: the value of the index shall not be less than 1.0.

- c. Perform turns-ratio tests at all tap positions. Test results shall not deviate by more than one-half percent from either the adjacent coils or the calculated ratio. If test fails, replace the transformer.
 - d. Verify correct secondary voltage, phase-to-phase and phase-to-neutral, after energization and prior to loading.
- C. Remove and replace units that do not pass tests or inspections and retest as specified above.
- D. Infrared Scanning: Two months after Substantial Completion, perform an infrared scan of transformer connections.
- 1. Use an infrared-scanning device designed to measure temperature or detect significant deviations from normal values. Provide documentation of device calibration.
 - 2. Perform two follow-up infrared scans of transformers, one at four months and the other at 11 months after Substantial Completion.
 - 3. Prepare a certified report identifying transformer checked and describing results of scanning. Include notation of deficiencies detected, remedial action taken, and scanning observations after remedial action.
- E. Test Labeling: On completion of satisfactory testing of each unit, attach a dated and signed "Satisfactory Test" label to tested component.

3.5 ADJUSTING

- A. Record transformer secondary voltage at each unit for at least 48 hours of typical occupancy period. Adjust transformer taps to provide optimum voltage conditions at secondary terminals. Optimum is defined as not exceeding nameplate voltage plus 5 percent and not being lower than nameplate voltage minus 3 percent at maximum load conditions. Submit recording and tap settings as test results.
- B. Output Settings Report: Prepare a written report recording output voltages and tap settings.

3.6 CLEANING

- A. Vacuum dirt and debris; do not use compressed air to assist in cleaning.

END OF SECTION 262213

SECTION 262416 - PANELBOARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Distribution panelboards.
 - 2. Lighting and appliance branch-circuit panelboards.

1.3 DEFINITIONS

- A. ATS: Acceptance testing specification.
- B. GFCI: Ground-fault circuit interrupter.
- C. GFEP: Ground-fault equipment protection.
- D. HID: High-intensity discharge.
- E. MCCB: Molded-case circuit breaker.
- F. SPD: Surge protective device.
- G. VPR: Voltage protection rating.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of panelboard.
 - 1. Include materials, switching and overcurrent protective devices, accessories, and components indicated.
 - 2. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.
- B. Shop Drawings: For each panelboard and related equipment.
 - 1. Include dimensioned plans, elevations, sections, and details.
 - 2. Show tabulations of installed devices with nameplates, conductor termination sizes, equipment features, and ratings.
 - 3. Detail enclosure types including mounting and anchorage, environmental protection, knockouts, corner treatments, covers and doors, gaskets, hinges, and locks.
 - 4. Detail bus configuration, current, and voltage ratings.

5. Short-circuit current rating of panelboards and overcurrent protective devices.
6. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing agency.
- B. Panelboard Schedules: For installation in panelboards. Submit final versions after load balancing.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For panelboards and components to include in operation, and maintenance manuals. In addition to items specified in Section 01 78 23 "Operation and Maintenance Data," include the following:
 1. Manufacturer's written instructions for testing and adjusting overcurrent protective devices.
 2. Time-current curves, including selectable ranges for each type of overcurrent protective device that allows adjustments.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 1. Keys: Two spares for each type of panelboard cabinet lock.
 2. Circuit Breakers Including GFCI and GFEP Types: Six spares for each panelboard.

1.8 QUALITY ASSURANCE

- A. Manufacturer Qualifications: ISO 9001 or 9002 certified.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Remove loose packing and flammable materials from inside panelboards; install temporary electric heating (250 W per panelboard) to prevent condensation.
- B. Handle and prepare panelboards for installation according to NECA 407.

1.10 FIELD CONDITIONS

- A. Environmental Limitations:
 1. Rate equipment for continuous operation under the following conditions unless otherwise indicated:

- a. Ambient Temperature: Not exceeding 23 deg F (minus 5 deg C) to plus 104 deg F (plus 40 deg C).
 - b. Altitude: Not exceeding 6600 feet (2000 m).
- B. Service Conditions: NEMA PB 1, usual service conditions, as follows:
 - 1. Ambient temperatures within limits specified.
 - 2. Altitude not exceeding 6600 feet (2000 m).
- C. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:
 - 1. Notify Construction Manager no fewer than two days in advance of proposed interruption of electric service.
 - 2. Do not proceed with interruption of electric service without Construction Manager's written permission.
 - 3. Comply with NFPA 70E.

1.11 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace panelboards that fail in materials or workmanship within specified warranty period.
 - 1. Panelboard Warranty Period: 18 months from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PANELBOARDS

- A. Product Selection for Restricted Space: Drawings indicate maximum dimensions for panelboards including clearances between panelboards and adjacent surfaces and other items. Comply with indicated maximum dimensions.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Comply with NEMA PB 1.
- D. Comply with NFPA 70.
- E. Enclosures: Surface-mounted, dead-front cabinets.
 - 1. Rated for environmental conditions at installed location.
 - a. Indoor Dry and Clean Locations: NEMA 250, Type 1.
 - b. Outdoor Locations: NEMA 250, Type 3R.
 - c. Other Wet or Damp Indoor Locations: NEMA 250, Type 4.
 - 2. Height: 84 inches (2.13 m) maximum.
 - 3. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover. Trims shall cover all live parts and shall have no exposed hardware.

4. Finishes:

- a. Panels and Trim: galvanized steel, factory finished immediately after cleaning and pretreating with manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat.
- b. Back Boxes: Galvanized steel.

F. Incoming Mains:

1. Location: Convertible between top and bottom.
2. Main Breaker: Main lug interiors up to 400 amperes shall be field convertible to main breaker.

G. Phase, Neutral, and Ground Buses:

1. Material: Hard-drawn copper, 98 percent conductivity.
 - a. Bus shall be fully rated the entire length.
2. Interiors shall be factory assembled into a unit. Replacing switching and protective devices shall not disturb adjacent units or require removing the main bus connectors.
3. Equipment Ground Bus: Adequate for feeder and branch-circuit equipment grounding conductors; bonded to box.
4. Full-Sized Neutral: Equipped with full-capacity bonding strap for service entrance applications. Mount electrically isolated from enclosure. Do not mount neutral bus in gutter.

H. Conductor Connectors: Suitable for use with conductor material and sizes.

1. Material: Hard-drawn copper, 98 percent conductivity.
2. Terminations shall allow use of 75 deg C rated conductors without derating.
3. Size: Lugs suitable for indicated conductor sizes, with additional gutter space, if required, for larger conductors.
4. Main and Neutral Lugs: Compression type, with a lug on the neutral bar for each pole in the panelboard.
5. Ground Lugs and Bus-Configured Terminators: Compression type, with a lug on the bar for each pole in the panelboard.
6. Feed-Through Lugs: Compression type, suitable for use with conductor material. Locate at opposite end of bus from incoming lugs or main device.

I. NRTL Label: Panelboards shall be labeled by an NRTL acceptable to authority having jurisdiction for use as service equipment with one or more main service disconnecting and overcurrent protective devices.

J. Future Devices: Panelboards or load centers shall have mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices.

1. Percentage of Future Space Capacity: 20 percent.

K. Panelboard Short-Circuit Current Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals. Assembly listed by an NRTL for 100 percent interrupting capacity.

1. Panelboards and overcurrent protective devices rated 240 V or less shall have short-circuit ratings as shown on Drawings, but not less than 10,000 A rms symmetrical.

2. Panelboards and overcurrent protective devices rated above 240 V and less than 600 V shall have short-circuit ratings as shown on Drawings, but not less than 14,000 A rms symmetrical.

2.2 POWER PANELBOARDS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 1. Eaton.
 2. ESL Power Systems, Inc.
 3. General Electric Company; GE Energy Management - Electrical Distribution.
 4. Siemens Energy.
- B. Panelboards: NEMA PB 1, distribution type.
- C. Doors: Secured with vault-type latch with tumbler lock; keyed alike.
 1. For doors more than 36 inches (914 mm) high, provide two latches, keyed alike.
- D. Mains: Circuit breaker or Lugs only. As scheduled on drawings.
- E. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes 125 A and Smaller: Plug-in circuit breakers where individual positive-locking device requires mechanical release for removal.
- F. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes Larger Than 125 A: Plug-in circuit breakers where individual positive-locking device requires mechanical release for removal.

2.3 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 1. Eaton.
 2. General Electric Company; GE Energy Management - Electrical Distribution.
 3. Siemens Energy.
- B. Panelboards: NEMA PB 1, lighting and appliance branch-circuit type.
- C. Mains: Circuit breaker or lugs only. As scheduled on drawings.
- D. Branch Overcurrent Protective Devices: Bolt-on circuit breakers, replaceable without disturbing adjacent units.
- E. Doors: Door-in-door construction with concealed hinges; secured with multipoint latch with tumbler lock; keyed alike. Outer door shall permit full access to the panel interior. Inner door shall permit access to breaker operating handles and labeling, but current carrying terminals and bus shall remain concealed.

2.4 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
1. Eaton.
 2. General Electric Company; GE Energy Management - Electrical Distribution.
 3. Siemens Energy.
- B. MCCB: Comply with UL 489, with interrupting capacity to meet available fault currents.
1. Thermal-Magnetic Circuit Breakers:
 - a. Inverse time-current element for low-level overloads.
 - b. Instantaneous magnetic trip element for short circuits.
 - c. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
 2. Electronic Trip Circuit Breakers:
 - a. RMS sensing.
 - b. Field-replaceable rating plug or electronic trip.
 - c. Digital display of settings, trip targets, and indicated metering displays.
 - d. Multi-button keypad to access programmable functions and monitored data.
 - e. Ten-event, trip-history log. Each trip event shall be recorded with type, phase, and magnitude of fault that caused the trip.
 - f. Integral test jack for connection to portable test set or laptop computer.
 - g. Field-Adjustable Settings:
 3. Current-Limiting Circuit Breakers: Frame sizes 400 A and smaller; let-through ratings less than NEMA FU 1, RK-5.
 4. GFCI Circuit Breakers: Single- and double-pole configurations with Class A ground-fault protection (6-mA trip).
 5. GFEP Circuit Breakers: Class B ground-fault protection (30-mA trip).
 6. Subfeed Circuit Breakers: Vertically mounted.
 7. MCCB Features and Accessories:
 - a. Standard frame sizes, trip ratings, and number of poles.
 - b. Breaker handle indicates tripped status.
 - c. UL listed for reverse connection without restrictive line or load ratings.
 - d. Lugs: Compression style, suitable for number, size, trip ratings, and conductor materials.
 - e. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and HID lighting circuits.
 - f. Shunt Trip: 120-V trip coil energized from separate circuit, set to trip at 55 percent of rated voltage.
 - g. Undervoltage Trip: Set to operate at 35 to 75 percent of rated voltage without intentional time delay.
 - h. Rating Plugs: Three-pole breakers with ampere ratings greater than 150 amperes shall have interchangeable rating plugs or electronic adjustable trip units.
 - i. Auxiliary Contacts: Two, SPDT switches with "a" and "b" contacts; "a" contacts mimic circuit-breaker contacts and "b" contacts operate in reverse of circuit-breaker contacts.
 - j. Alarm Switch: Single-pole, normally open contact that actuates only when circuit breaker trips.

- k. Key Interlock Kit: Externally mounted to prohibit circuit-breaker operation; key shall be removable only when circuit breaker is in off position.
- l. Zone-Selective Interlocking: Integral with electronic trip unit; for interlocking ground-fault protection function with other upstream or downstream devices.
- m. Multipole units enclosed in a single housing with a single handle.
- n. Handle Padlocking Device: Fixed attachment, for locking circuit-breaker handle in on or off position.
- o. Handle Clamp: Loose attachment, for holding circuit-breaker handle in on position.

2.5 IDENTIFICATION

- A. Panelboard Label: Manufacturer's name and trademark, voltage, amperage, number of phases, and number of poles shall be located on the interior of the panelboard door.
- B. Breaker Labels: Faceplate shall list current rating, UL and IEC certification standards, and AIC rating.
- C. Circuit Directory: Computer-generated circuit directory mounted inside panelboard door with transparent plastic protective cover.
 - 1. Circuit directory shall identify specific purpose with detail sufficient to distinguish it from all other circuits.

2.6 ACCESSORY COMPONENTS AND FEATURES

- A. Accessory Set: Include tools and miscellaneous items required for overcurrent protective device test, inspection, maintenance, and operation.
- B. Portable Test Set: For testing functions of solid-state trip devices without removing from panelboard. Include relay and meter test plugs suitable for testing panelboard meters and switchboard class relays.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify actual conditions with field measurements prior to ordering panelboards to verify that equipment fits in allocated space in, and comply with, minimum required clearances specified in NFPA 70.
- B. Receive, inspect, handle, and store panelboards according to NECA 407.
- C. Examine panelboards before installation. Reject panelboards that are damaged, rusted, or have been subjected to water saturation.
- D. Examine elements and surfaces to receive panelboards for compliance with installation tolerances and other conditions affecting performance of the Work.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Coordinate layout and installation of panelboards and components with other construction that penetrates walls or is supported by them, including electrical and other types of equipment, raceways, piping, encumbrances to workspace clearance requirements, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.
- B. Comply with NECA 1.
- C. Install panelboards and accessories according to NECA 407.
- D. Equipment Mounting:
 - 1. Install panelboards on cast-in-place concrete equipment base(s). Comply with requirements for equipment bases and foundations specified in Section 03 30 00 "Cast-in-Place Concrete."
 - 2. Attach panelboard to the vertical finished or structural surface behind the panelboard.
- E. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from panelboards.
- F. Mount top of trim 90 inches (2286 mm) above finished floor unless otherwise indicated.
- G. Mount panelboard cabinet plumb and rigid without distortion of box.
- H. Mount surface-mounted panelboards to steel slotted supports 1 1/4 inch (32 mm) in depth. Orient steel slotted supports vertically.
- I. Install overcurrent protective devices and controllers not already factory installed.
 - 1. Set field-adjustable, circuit-breaker trip ranges.
 - 2. Tighten bolted connections and circuit breaker connections using calibrated torque wrench or torque screwdriver per manufacturer's written instructions.
- J. Make grounding connections and bond neutral for services and separately derived systems to ground. Make connections to grounding electrodes, separate grounds for isolated ground bars, and connections to separate ground bars.
- K. Install filler plates in unused spaces.
- L. Stub four 1-inch (25 mm) empty conduits into raised floor space or below slab not on grade, extending 5'- 0" beyond slab.
- M. Arrange conductors in gutters into groups and bundle and wrap with wire ties after completing load balancing.

3.3 IDENTIFICATION

- A. Identify field-installed conductors, interconnecting wiring, and components; install warning signs complying with requirements in Section 26 05 53 "Identification for Electrical Systems."

- B. Create a directory to indicate installed circuit loads after balancing panelboard loads; incorporate Owner's final room designations. Obtain approval before installing. Handwritten directories are not acceptable. Install directory inside panelboard door.
- C. Panelboard Nameplates: Label each panelboard with a nameplate complying with requirements for identification specified in Section 26 05 53 "Identification for Electrical Systems."
- D. Device Nameplates: Label each branch circuit device in power panelboards with a nameplate complying with requirements for identification specified in Section 26 05 53 "Identification for Electrical Systems."
- E. Install warning signs complying with requirements in Section 26 05 53 "Identification for Electrical Systems" identifying source of remote circuit.

3.4 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.
 - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- B. Acceptance Testing Preparation:
 - 1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.
 - 2. Test continuity of each circuit.
- C. Tests and Inspections:
 - 1. Perform each visual and mechanical inspection and electrical test for low-voltage air circuit breakers stated in NETA ATS, Paragraph 7.6 Circuit Breakers. Do not perform optional tests. Certify compliance with test parameters.
 - 2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
 - 3. Perform the following infrared scan tests and inspections and prepare reports:
 - a. Initial Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each panelboard. Remove front panels so joints and connections are accessible to portable scanner.
 - b. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each panelboard 11 months after date of Substantial Completion.
 - c. Instruments and Equipment:
 - 1) Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
- D. Panelboards will be considered defective if they do not pass tests and inspections.
- E. Prepare test and inspection reports, including a certified report that identifies panelboards included and that describes scanning results, with comparisons of the two scans. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.5 ADJUSTING

- A. Adjust moving parts and operable components to function smoothly, and lubricate as recommended by manufacturer.
- B. Set field-adjustable circuit-breaker trip ranges as indicated
- C. Load Balancing: After Substantial Completion, but not more than 60 days after Final Acceptance, measure load balancing and make circuit changes. Prior to making circuit changes to achieve load balancing, inform Architect of effect on phase color coding.
 - 1. Measure loads during period of normal facility operations.
 - 2. Perform circuit changes to achieve load balancing outside normal facility operation schedule or at times directed by the Architect. Avoid disrupting services such as fax machines and on-line data processing, computing, transmitting, and receiving equipment.
 - 3. After changing circuits to achieve load balancing, recheck loads during normal facility operations. Record load readings before and after changing circuits to achieve load balancing.
 - 4. Tolerance: Maximum difference between phase loads, within a panelboard, shall not exceed 20 percent.

3.6 PROTECTION

- A. Temporary Heating: Prior to energizing panelboards, apply temporary heat to maintain temperature according to manufacturer's written instructions.

END OF SECTION 262416

SECTION 265619 – LED EXTERIOR LIGHTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Exterior solid-state luminaires that are designed for and exclusively use LED lamp technology.
 - 2. Luminaire supports.
- B. Related Requirements:
 - 1. Section 260923 "Lighting Control Devices" for automatic control of lighting, including time switches, photoelectric relays, occupancy sensors, and multipole lighting relays and contactors.

1.3 DEFINITIONS

- A. CCT: Correlated color temperature.
- B. CRI: Color rendering index.
- C. Fixture: See "Luminaire."
- D. IP: International Protection or Ingress Protection Rating.
- E. Lumen: Measured output of lamp and luminaire, or both.
- F. Luminaire: Complete lighting unit, including lamp, reflector, and housing.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of luminaire.
 - 1. Arrange in order of luminaire designation.
 - 2. Include data on features, accessories, and finishes.
 - 3. Include physical description and dimensions of luminaire.
 - 4. Lamps, include life, output (lumens, CCT, and CRI), and energy-efficiency data.
 - 5. Photometric data and adjustment factors based on laboratory tests, complying with IES Lighting Measurements Testing and Calculation Guides, of each luminaire type.

- a. Manufacturer's Certified Data: Photometric data certified by manufacturer's laboratory with a current accreditation under the NVLAP for Energy Efficient Lighting Products.
- 6. Wiring diagrams for power, control, and signal wiring.
- 7. Photoelectric relays.
- 8. Means of attaching luminaires to supports and indication that the attachment is suitable for components involved.
- B. Product Schedule: For luminaires and lamps. Use same designations indicated on Drawings.
- C. Delegated-Design Submittal: For luminaire supports.
 - 1. Include design calculations for luminaire supports.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing laboratory providing photometric data for luminaires.
- B. Product Certificates: For each type of the following:
 - 1. Luminaire.
- C. Product Test Reports: For each luminaire, for tests performed by manufacturer.
- D. Source quality-control reports.
- E. Sample warranty.

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Diffusers and Lenses: One for every 10 of each type and rating installed. Furnish at least one of each type.

1.7 QUALITY ASSURANCE

- A. Luminaire Photometric Data Testing Laboratory Qualifications: Luminaire manufacturers' laboratory that is accredited under the NVLAP for Energy Efficient Lighting Products.
- B. Provide luminaires from a single manufacturer for each luminaire type.
- C. Each luminaire type shall be binned within a three-step MacAdam Ellipse to ensure color consistency among luminaires.
- D. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Protect finishes of exposed surfaces by applying a strippable, temporary protective covering prior to shipping.

1.9 FIELD CONDITIONS

- A. Verify existing and proposed utility structures prior to the start of work associated with luminaire installation.
- B. Mark locations of exterior luminaires for approval by Architect prior to the start of luminaire installation.

1.10 WARRANTY

- A. Warranty: Manufacturer and Installer agree to repair or replace components of luminaires that fail in materials or workmanship within specified warranty period.

- 1. Failures include, but are not limited to, the following:

- a. Structural failures, including luminaire support components.
 - b. Faulty operation of luminaires and accessories.
 - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering.

- 2. Warranty Period: 2 year(s) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

2.2 LUMINAIRE REQUIREMENTS

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. NRTL Compliance: Luminaires shall be listed and labeled for indicated class and division of hazard by an NRTL.
- C. UL Compliance: Comply with UL 1598 and listed for wet location.
- D. CRI of minimum 80. CCT of 4100 K.
- E. L70 lamp life of 50,000 hours.
- F. Lamps dimmable from 100 percent to 0 percent of maximum light output.
- G. Internal driver.
- H. Nominal Operating Voltage: 120 V ac.

- I. In-line Fusing: Separate in-line fuse for each luminaire.
- J. Source Limitations: For luminaires, obtain each color, grade, finish, type, and variety of luminaire from single source with resources to provide products of consistent quality in appearance and physical properties.

2.3 MATERIALS

- A. Metal Parts: Free of burrs and sharp corners and edges.
- B. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position. Doors shall be removable for cleaning or replacing lenses.
- C. Diffusers and Globes:
 - 1. Acrylic Diffusers: 100 percent virgin acrylic plastic, with high resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
- D. Lens and Refractor Gaskets: Use heat- and aging-resistant resilient gaskets to seal and cushion lenses and refractors in luminaire doors.
- E. Housings:
 - 1. Rigidly formed, weather- and light-tight enclosure that will not warp, sag, or deform in use.
- F. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps. Labels shall be located where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.
 - 1. Label shall include the following lamp characteristics:
 - a. CCT and CRI for all luminaires.

2.4 FINISHES

- A. Variations in Finishes: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- B. Luminaire Finish: Manufacturer's standard paint applied to factory-assembled and -tested luminaire before shipping. Where indicated, match finish process and color of pole or support materials.
- C. Factory-Applied Finish for Aluminum Luminaires: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
 - 1. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.

2. Class I, Clear-Anodic Finish: AA-M32C22A41 (Mechanical Finish: Medium satin; Chemical Finish: Etched, medium matte; Anodic Coating: Architectural Class I, clear coating 0.018 mm or thicker) complying with AAMA 611.

2.5 LUMINAIRE SUPPORT COMPONENTS

- A. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for channel and angle iron supports and nonmetallic channel and angle supports.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine roughing-in for luminaire electrical conduit to verify actual locations of conduit connections before luminaire installation.
- B. Examine walls, roofs, and canopy ceilings for suitable conditions where luminaires will be installed.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 GENERAL INSTALLATION REQUIREMENTS

- A. Comply with NECA 1.
- B. Use fastening methods and materials selected to resist seismic forces defined for the application and approved by manufacturer.
- C. Fasten luminaire to structural support.
- D. Supports:
 1. Sized and rated for luminaire weight.
 2. Able to maintain luminaire position after cleaning and relamping.
 3. Support luminaires without causing deflection of finished surface.
 4. Luminaire-mounting devices shall be capable of supporting a horizontal force of 100 percent of luminaire weight and a vertical force of 400 percent of luminaire weight.
- E. Wiring Method: Install cables in raceways. Conceal raceways and cables.
- F. Install luminaires level, plumb, and square with finished grade unless otherwise indicated. Install luminaires at height and aiming angle as indicated on Drawings.
- G. Coordinate layout and installation of luminaires with other construction.
- H. Adjust luminaires that require field adjustment or aiming.
- I. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables" and Section 260533 "Raceways and Boxes for Electrical Systems" for wiring connections and wiring methods.

3.3 IDENTIFICATION

- A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

3.4 FIELD QUALITY CONTROL

- A. Inspect each installed luminaire for damage. Replace damaged luminaires and components.
- B. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
 - 1. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.
 - 2. Verify operation of photoelectric controls.
 - 3. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.
- C. Luminaire will be considered defective if it does not pass tests and inspections.
- D. Prepare a written report of tests, inspections, observations, and verifications indicating and interpreting results. If adjustments are made to lighting system, retest to demonstrate compliance with standards.

3.5 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain luminaires.

END OF SECTION 265619

Attachment A
Unit Price Schedule

						\$	42,744.00
Item No.	Spec. No.	Quantity	Unit	Description (with unit price in words)	Unit Price	Total Price	
SCHEDULE NO. 100 - GENERAL SITE CIVIL							
Erosion Control & Tree Protection							
100.00		1,150	LF	Silt Fence	\$ 2.50	\$	2,875.00
100.01		1	EA	Rock Filter Dam	\$ 4,000.00	\$	4,000.00
100.02		35	SY	Stabilized Constrution Entrance	\$ 75.00	\$	2,625.00
100.03		1	EA	Tree Protection Plan	\$ 4,500.00	\$	4,500.00
100.04		1	EA	Inlet Protection	\$ 200.00	\$	200.00
100.05		1	EA	Concrete Washout	\$ 2,500.00	\$	2,500.00
Dirt Work							
100.06		430	CY	Cut, spread and compact on-site	\$ 10.00	\$	4,300.00
100.07		375	CY	Import, spread and compact	\$ 15.00	\$	5,625.00
Demolition							
100.08		1,163	SY	Remove Concrete Sidewalk	\$ 3.50	\$	4,070.50
100.09		1		Demo Restroom / Concession Building	\$ 4,500.00	\$	4,500.00
100.10		1		Demo Pavilion	\$ 6,500.00	\$	6,500.00
100.11		1	EA	Remove Sign	\$ 1,500.00	\$	1,500.00
100.12		1	EA	Remove Irrigation Control Valve	\$ 650.00	\$	650.00
100.13		87	LF	Remove Overhead Electrical Lines	\$ 30.00	\$	2,610.00
100.14		181	LF	Remove Underground Communication Lines	\$ 20.00	\$	3,620.00
100.15		2	EA	Remove Tree	\$ 600.00	\$	1,200.00
100.16		2	EA	Remove Grate Inlets	\$ 550.00	\$	1,100.00
100.17		10	LF	Remove Storm Culvert (size unknow)	\$ 70.00	\$	700.00
100.18		49	LF	Remove 4" Water Line	\$ 30.00	\$	1,470.00
100.19		1	EA	Remove Domestic Water Meter-Size Unknown	\$ 1,600.00	\$	1,600.00
100.20		1	EA	Remove and Salvage Fire Hydrant	\$ 1,350.00	\$	1,350.00
100.21		37	LF	Remove 6" Sanitary Sewer Line	\$ 35.00	\$	1,295.00
100.22		41	LF	Remove 4" Sanitary Sewer Force Main	\$ 35.00	\$	1,435.00
100.23		1	EA	Remove 4" Sanitary Sewer Cleanout	\$ 200.00	\$	200.00
Pavement							
100.24		750	SY	6" THK Reinforced Concrete	\$ 52.00	\$	39,000.00
100.25		1,080	SY	4" THK Sidewalk	\$ 52.00	\$	56,160.00
100.26		56	SY	Decomposed Granite Path, 6" depth	\$ 52.00	\$	2,912.00
Drainage							
100.27		65	LS	Trench Safety Plan	\$ 7.00	\$	455.00
100.28		27	LF	18" HDPE Pipe	\$ 37.00	\$	999.00
100.29		33	LF	12" HDPE Pipe	\$ 30.00	\$	990.00
100.30		5	LF	10" HDPE Pipe	\$ 27.00	\$	135.00
100.31		1	EA	Junction Box with Grate Top	\$ 3,000.00	\$	3,000.00
Water and Wastewater							
100.32		93	LF	Trench Safety	\$ 14.00	\$	1,302.00
100.33		13	LF	4" C-900, DR-18 Pipe	\$ 40.00	\$	520.00
100.34		80	LF	1 1/2" C-900, DR-18 Pipe	\$ 30.00	\$	2,400.00
100.35		1	EA	Fire Hydrant Assembly	\$ 4,500.00	\$	4,500.00
100.36		1	EA	4" x 4" Tee, All Bell	\$ 350.00	\$	350.00
100.37		1	EA	1 1/2" x 22.5 degree Bend, AB	\$ 60.00	\$	60.00
100.38		3	EA	4" x 1 1/2" Service Saddle	\$ 1,100.00	\$	3,300.00
100.39		2	EA	1" Domestic Water Meter	\$ 3,000.00	\$	6,000.00
100.40		1	EA	1" Irrigation Water Meter	\$ 3,000.00	\$	3,000.00
100.41		302	LF	4" SCH 40 PVC	\$ 45.00	\$	13,590.00
100.42		2	EA	Precast Conc 4' WW Manhole W/Water Tight Lid	\$ 4,500.00	\$	9,000.00
100.43		1	EA	Precast Conc 4' WW Corrosion Resistant Manhole W/Water Tight Lid	\$ 6,500.00	\$	6,500.00
SUBTOTAL SCHEDULE NO. 100:						\$	214,598.50

Attachment A
Unit Price Schedule

\$ 42,744.00

SCHEDULE NO. 200 - HARDSCAPE / SITE AMENITIES

200.00	8	LS	Footings for large pavilion RG32X112S2C-P4 (ref. SHT L2.03-2.08)	1500	\$	12,000.00
200.01	4	LS	Footings for small pavilion RG32x32-18S2C (ref. SHT L2.09-2.12)	1000	\$	4,000.00
200.02	9	EA	Tree well	500	\$	4,500.00
200.03	35	LF	CMU seat wall w/ stone veneer at large pavilion	300	\$	10,500.00
200.04	4	EA	Stone veneer column on large and small pavilion posts	5000	\$	20,000.00
200.05	240	LF	Metal fence	150	\$	36,000.00
200.06	22	EA	Picnic Tables (ref. site amenity specifications SHT L1.00)	2000	\$	44,000.00
200.07	3	EA	Trash Receptacle (ref. site amenity specifications SHT L1.00)	700	\$	2,100.00
200.08	1	EA	Drinking fountain (ref. site amenity specifications SHT L1.00)	1500	\$	1,500.00
200.09	1	LS	Play equipment - Grandioso chimes (ref. site amenity specifications SHT L1.00)	2200	\$	2,200.00
200.10	1	LS	Play equipment - Kettle drum (ref. site amenity specifications SHT L1.00)	2200	\$	2,200.00
200.11	1	LS	Play equipment - Animato chimes (ref. site amenity specifications SHT L1.00)	6500	\$	6,500.00
200.12	1	LS	Installation of large and small pavilion	100000	\$	100,000.00

SUBTOTAL SCHEDULE NO. 200: \$ 245,500.00

SCHEDULE NO. 300 - REVEG / LANDSCAPE / IRRIGATION

300.00	1,570	SY	Hydromulch (Common bermuda)	3.5	\$	5,495.00
300.01	870	SY	Sod - Bermuda Tif419	12	\$	10,440.00
300.02	1,560	SF	Seed Mix (Drainfield Mix)	0.65	\$	1,014.00
300.03	1,560	SF	Seed Mix (Wetland Fringe Wildflower Mix)	0.8	\$	1,248.00
300.04	4	EA	TREE - Cedar Elm (3" caliper)	150	\$	600.00
300.05	3	EA	TREE - Pecan (3" caliper)	150	\$	450.00
300.06	7	EA	ORNAMENTAL TREE - Mexican Redbud (6' height, multi-trunk)	190	\$	1,330.00
300.07	52	EA	SHRUB - Gregg's Mistflower (1 GAL)	42	\$	2,184.00
300.08	8	EA	SHRUB - Winecup (1 GAL)	44	\$	352.00
300.09	6	EA	SHRUB - Purple Coneflower (1 GAL)	44	\$	264.00
300.10	28	EA	SHRUB - Barbados Cherry (5 GAL)	70	\$	1,960.00
300.11	18	EA	SHRUB - 'Pink Flamingo' Muhly Grass (5 GAL)	70	\$	1,260.00
300.12	59	EA	GROUNDCOVERS - Inland Sea Oats (1 GAL)	23	\$	1,357.00
300.13	56	EA	GROUNDCOVERS - Frogfruit (1 GAL)	23	\$	1,288.00
300.13	273	SY	Plant bed soil and mulch	11	\$	3,003.00
300.14	273	SY	Drip Irrigation in plant beds	50	\$	13,650.00
300.15	3,933	SY	Full Coverage Irrigation for turf area	18	\$	70,794.00
300.16	1	LS	Misc. Irrigation Allowance (controller, values, etc.)	5000	\$	5,000.00
300.17	1	LS	Irrigation Sleeve Allowance	1200	\$	1,200.00

SUBTOTAL SCHEDULE NO. 300: \$ 122,889.00

SCHEDULE NO. 400 - MISCELLANEOUS

400.00	1	LS	Mobilization/General Requirements of Contract	5000	\$	5,000.00
400.01	1	LS	De-mobilization/General Requirements of Contract	3000	\$	3,000.00
400.02	1	LS	CorWorth CMS system (installed by Owner in pre-fab buildings)	21750	\$	21,750.00
400.03	1	LS	Compliance with SWPPP	5000	\$	5,000.00

SUBTOTAL SCHEDULE NO. 400: \$ 34,750.00

TOTAL BASE BID SCHEDULES NO. 100 THROUGH 400: \$ 617,737.50

Addendum	No.	Initial if received
1	1	1/30/2017
2	2	2/10/2017

BID EVALUATION CHECK 02-15-2017

1/9/2017

Item No.	Spec. No.	Quantity	Unit	Description (with unit price in words)	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
SCHEDULE NO. 100 - GENERAL SITE CIVIL							South Pools		Miranda		Panorama		Gadberry		GW Phillips	
Erosion Control & Tree Protection																
100.00	1,150		LF	Silt Fence	\$	\$	\$ 2.50	\$ 2,875.00	\$ 3.20	\$ 3,680.00	\$ 1.10	\$ 1,265.00	\$ 1.55	\$ 1,782.50	\$ 3.00	\$ 3,450.00
100.01	1		EA	Rock Filter Dam	\$	\$	\$ 4,000.00	\$ 4,000.00	\$ 730.00	\$ 730.00	\$ 2,684.40	\$ 2,684.40	\$ 2,639.00	\$ 2,639.00	\$ 4,000.00	\$ 4,000.00
100.02	35		SY	Stabilized Construction Entrance	\$	\$	\$ 75.00	\$ 2,625.00	\$ 34.00	\$ 1,190.00	\$ 68.50	\$ 2,397.50	\$ 82.36	\$ 2,882.60	\$ 10.00	\$ 350.00
100.03	1		EA	Tree Protection Plan	\$	\$	\$ 4,500.00	\$ 4,500.00	\$ 1,906.00	\$ 1,906.00	\$ 366.00	\$ 366.00	\$ 2,984.17	\$ 2,984.17	\$ 400.00	\$ 400.00
100.04	1		EA	Inlet Protection	\$	\$	\$ 200.00	\$ 200.00	\$ 241.00	\$ 241.00	\$ 60.00	\$ 60.00	\$ 105.04	\$ 105.04	\$ 125.00	\$ 125.00
100.05	1		EA	Concrete Washout	\$	\$	\$ 2,500.00	\$ 2,500.00	\$ 840.00	\$ 840.00	\$ 720.00	\$ 720.00	\$ 596.83	\$ 596.83	\$ 2,000.00	\$ 2,000.00
Dirt Work																
100.06	430		CY	Cut, spread and compact on-site	\$	\$	\$ 10.00	\$ 4,300.00	\$ 30.00	\$ 12,900.00	\$ 18.00	\$ 7,740.00	\$ 101.46	\$ 43,627.80	\$ 35.00	\$ 15,050.00
100.07	375		CY	Import, spread and compact	\$	\$	\$ 15.00	\$ 5,625.00	\$ 93.00	\$ 34,875.00	\$ 31.00	\$ 11,625.00	\$ 143.24	\$ 53,715.00	\$ 35.00	\$ 13,125.00
Demolition																
100.08	1,163		SY	Remove Concrete Sidewalk	\$	\$	\$ 3.50	\$ 4,070.50	\$ 13.50	\$ 15,700.50	\$ 20.50	\$ 23,841.50	\$ 14.32	\$ 16,654.16	\$ 18.00	\$ 20,934.00
100.09	1			Demo Restroom / Concession Building	\$	\$	\$ 4,500.00	\$ 4,500.00	\$ 9,100.00	\$ 9,100.00	\$ 1,800.00	\$ 1,800.00	\$ 4,774.67	\$ 4,774.67	\$ 8,000.00	\$ 8,000.00
100.10	1			Demo Pavilion	\$	\$	\$ 6,500.00	\$ 6,500.00	\$ 10,200.00	\$ 10,200.00	\$ 2,100.00	\$ 2,100.00	\$ 3,581.00	\$ 3,581.00	\$ 5,000.00	\$ 5,000.00
100.11	1		EA	Remove Sign	\$	\$	\$ 1,500.00	\$ 1,500.00	\$ 82.00	\$ 82.00	\$ 500.00	\$ 500.00	\$ 119.37	\$ 119.37	\$ 500.00	\$ 500.00
100.12	1		EA	Remove Irrigation Control Valve	\$	\$	\$ 650.00	\$ 650.00	\$ 130.00	\$ 130.00	\$ 30.00	\$ 30.00	\$ 417.78	\$ 417.78	\$ 1,000.00	\$ 1,000.00
100.13	87		LF	Remove Overhead Electrical Lines	\$	\$	\$ 30.00	\$ 2,610.00	\$ 57.40	\$ 4,993.80	\$ 33.60	\$ 2,923.20	\$ 11.94	\$ 1,038.78	\$ 125.00	\$ 10,875.00
100.14	181		LF	Remove Underground Communication Lines	\$	\$	\$ 20.00	\$ 3,620.00	\$ 5.00	\$ 905.00	\$ 8.40	\$ 1,520.40	\$ 11.94	\$ 2,161.14	\$ 125.00	\$ 22,625.00
100.15	2		EA	Remove Tree	\$	\$	\$ 600.00	\$ 1,200.00	\$ 850.00	\$ 1,700.00	\$ 480.00	\$ 960.00	\$ 895.25	\$ 1,790.50	\$ 1,500.00	\$ 3,000.00
100.16	2		EA	Remove Grate Inlets	\$	\$	\$ 550.00	\$ 1,100.00	\$ 286.00	\$ 572.00	\$ 180.00	\$ 360.00	\$ 596.83	\$ 1,193.66	\$ 1,000.00	\$ 2,000.00
100.17	10		LF	Remove Storm Culvert (size unknow)	\$	\$	\$ 70.00	\$ 700.00	\$ 65.00	\$ 650.00	\$ 60.00	\$ 600.00	\$ 59.68	\$ 596.80	\$ 20.00	\$ 200.00
100.18	49		LF	Remove 4" Water Line	\$	\$	\$ 30.00	\$ 1,470.00	\$ 27.00	\$ 1,323.00	\$ 10.80	\$ 529.20	\$ 11.94	\$ 585.06	\$ 12.00	\$ 588.00
100.19	1		EA	Remove Domestic Water Meter-Size Unknown	\$	\$	\$ 1,600.00	\$ 1,600.00	\$ 540.00	\$ 540.00	\$ 60.00	\$ 60.00	\$ 596.83	\$ 596.83	\$ 12.00	\$ 12.00
100.20	1		EA	Remove and Salvage Fire Hydrant	\$	\$	\$ 1,350.00	\$ 1,350.00	\$ 5,670.00	\$ 5,670.00	\$ 1,000.00	\$ 1,000.00	\$ 1,432.40	\$ 1,432.40	\$ 1,500.00	\$ 1,500.00
100.21	37		LF	Remove 6" Sanitary Sewer Line	\$	\$	\$ 35.00	\$ 1,295.00	\$ 12.00	\$ 444.00	\$ 16.80	\$ 621.60	\$ 23.87	\$ 883.19	\$ 12.00	\$ 444.00
100.22	41		LF	Remove 4" Sanitary Sewer Force Main	\$	\$	\$ 35.00	\$ 1,435.00	\$ 11.00	\$ 451.00	\$ 14.40	\$ 590.40	\$ 23.87	\$ 978.67	\$ 25.00	\$ 1,025.00
100.23	1		EA	Remove 4" Sanitary Sewer Cleanout	\$	\$	\$ 200.00	\$ 200.00	\$ 400.00	\$ 400.00	\$ 90.00	\$ 90.00	\$ 238.73	\$ 238.73	\$ 1,000.00	\$ 1,000.00
Pavement																
100.24	750		SY	6" THK Reinforced Concrete	\$	\$	\$ 52.00	\$ 39,000.00	\$ 54.00	\$ 40,500.00	\$ 80.00	\$ 60,000.00	\$ 69.83	\$ 52,372.50	\$ 68.00	\$ 51,000.00
100.25	1,080		SY	4" THK Sidewalk	\$	\$	\$ 52.00	\$ 56,160.00	\$ 45.00	\$ 48,600.00	\$ 74.00	\$ 79,920.00	\$ 57.89	\$ 62,521.20	\$ 62.00	\$ 66,960.00
100.26	56		SY	Decomposed Granite Path, 6" depth	\$	\$	\$ 52.00	\$ 2,912.00	\$ 78.00	\$ 4,368.00	\$ 55.00	\$ 3,080.00	\$ 30.92	\$ 1,731.52	\$ 34.00	\$ 1,904.00
Drainage																
100.27	65		LS	Trench Safety Plan	\$	\$	\$ 7.00	\$ 455.00	\$ 23.50	\$ 1,527.50	\$ 12.00	\$ 780.00	\$ 11.94	\$ 776.10	\$ 2.00	\$ 130.00
100.28	27		LF	18" HDPE Pipe	\$	\$	\$ 37.00	\$ 999.00	\$ 78.50	\$ 2,119.50	\$ 31.80	\$ 858.60	\$ 71.62	\$ 1,933.74	\$ 80.00	\$ 2,160.00
100.29	33		LF	12" HDPE Pipe	\$	\$	\$ 30.00	\$ 990.00	\$ 46.00	\$ 1,518.00	\$ 29.16	\$ 962.28	\$ 59.68	\$ 1,969.44	\$ 60.00	\$ 1,980.00
100.30	5		LF	10" HDPE Pipe	\$	\$	\$ 27.00	\$ 135.00	\$ 158.00	\$ 790.00	\$ 127.00	\$ 635.00	\$ 53.72	\$ 268.60	\$ 40.00	\$ 200.00
100.31	1		EA	Junction Box with Grate Top	\$	\$	\$ 3,000.00	\$ 3,000.00	\$ 2,670.00	\$ 2,670.00	\$ 3,300.00	\$ 3,300.00	\$ 3,342.27	\$ 3,342.27	\$ 2,600.00	\$ 2,600.00
Water and Wastewater																
100.32	93		LF	Trench Safety	\$	\$	\$ 14.00	\$ 1,302.00	\$ 16.50	\$ 1,534.50	\$ 12.00	\$ 1,116.00	\$ 11.94	\$ 1,110.42	\$ 2.00	\$ 186.00
100.33	13		LF	4" C-900, DR-18 Pipe	\$	\$	\$ 40.00	\$ 520.00	\$ 1,098.00	\$ 14,274.00	\$ 14.64	\$ 190.32	\$ 23.87	\$ 310.31	\$ 45.00	\$ 585.00
100.34	80		LF	1 1/2" C-900, DR-18 Pipe	\$	\$	\$ 30.00	\$ 2,400.00	\$ 9.50	\$ 760.00	\$ 19.70	\$ 1,576.00	\$ 14.32	\$ 1,145.60	\$ 35.00	\$ 2,800.00
100.35	1		EA	Fire Hydrant Assembly	\$	\$	\$ 4,500.00	\$ 4,500.00	\$ 11,475.00	\$ 11,475.00	\$ 1,800.00	\$ 1,800.00	\$ 5,371.51	\$ 5,371.51	\$ 4,800.00	\$ 4,800.00
100.36	1		EA	4" x 4" Tee, All Bell	\$	\$	\$ 350.00	\$ 350.00	\$ 428.00	\$ 428.00	\$ 75.00	\$ 75.00	\$ 596.83	\$ 596.83	\$ 1,200.00	\$ 1,200.00
100.37	1		EA	1 1/2" x 22.5 degree Bend, AB	\$	\$	\$ 60.00	\$ 60.00	\$ 132.00	\$ 132.00	\$ 50.00	\$ 50.00	\$ 358.10	\$ 358.10	\$ 350.00	\$ 350.00
100.38	3		EA	4" x 1 1/2" Service Saddle	\$	\$	\$ 1,100.00	\$ 3,300.00	\$ 450.00	\$ 1,350.00	\$ 1,000.00	\$ 3,000.00	\$ 358.10	\$ 1,074.30	\$ 400.00	\$ 1,200.00
100.39	2		EA	1" Domestic Water Meter	\$	\$	\$ 3,000.00	\$ 6,000.00	\$ 1,620.00	\$ 3,240.00	\$ 600.00	\$ 1,200.00	\$ 895.25	\$ 1,790.50	\$ 900.00	\$ 1,800.00
100.40	1		EA	1" Irrigation Water Meter	\$	\$	\$ 3,000.00	\$ 3,000.00	\$ 1,620.00	\$ 1,620.00	\$ 600.00	\$ 600.00	\$ 895.25	\$ 895.25	\$ 900.00	\$ 900.00
100.41	302		LF	4" SCH 40 PVC	\$	\$	\$ 45.00	\$ 13,590.00	\$ 11.00	\$ 3,322.00	\$ 14.64	\$ 4,421.28	\$ 23.87	\$ 7,208.74	\$ 45.00	\$ 13,590.00
100.42	2		EA	Precast Conc 4' WW Manhole W/Water Tight Lid	\$	\$	\$ 4,500.00	\$ 9,000.00	\$ 6,750.00	\$ 13,500.00	\$ 5,800.00	\$ 11,600.00	\$ 1,790.50	\$ 3,581.00	\$ 10,000.00	\$ 20,000.00
100.43	1		EA	Precast Conc 4' WW Corrosion Resistant Manhole W/Water Tight Lid	\$	\$	\$ 6,500.00	\$ 6,500.00	\$ 10,800.00	\$ 10,800.00	\$ 6,200.00	\$ 6,200.00	\$ 1,790.50	\$ 1,790.50	\$ 14,000.00	\$ 14,000.00
SUBTOTAL SCHEDULE NO. 100:								\$ 214,598.50		\$ 273,751.80		\$ 245,748.68		\$ 295,524.11		\$ 305,548.00

Attachment A
Unit Price Schedule

1/9/2017

SCHEDULE NO. 200 - HARDSCAPE / SITE AMENITIES					
200.00	8	LS	Footings for large pavilion RG32X112S2C-P4 (ref. SHT L2.03-2.08)	\$	\$
200.01	4	LS	Footings for small pavilion RG32x32-18S2C (ref. SHT L2.09-2.12)	\$	\$
200.02	9	EA	Tree well	\$	\$
200.03	35	LF	CMU seat wall w/ stone veneer at large pavilion	\$	\$
200.04	4	EA	Stone veneer column on large and small pavilion posts	\$	\$
200.05	240	LF	Metal fence	\$	\$
200.06	22	EA	Picnic Tables (ref. site amenity specifications SHT L1.00)	\$	\$
200.07	3	EA	Trash Receptacle (ref. site amenity specifications SHT L1.00)	\$	\$
200.08	1	EA	Drinking fountain (ref. site amenity specifications SHT L1.00)	\$	\$
200.09	1	LS	Play equipment - Grandioso chimes (ref. site amenity specifications SHT L1.00)	\$	\$
200.10	1	LS	Play equipment - Kettle drum (ref. site amenity specifications SHT L1.00)	\$	\$
200.11	1	LS	Play equipment - Animato chimes (ref. site amenity specifications SHT L1.00)	\$	\$
200.12	1	LS	Installation of large and small pavilion	\$	\$
SUBTOTAL SCHEDULE NO. 200:				\$	
SCHEDULE NO. 300 - REVEG / LANDSCAPE / IRRIGATION					
300.00	1,570	SY	Hydromulch (Common bermuda)	\$	\$
300.01	870	SY	Sod - Bermuda Tif419	\$	\$
300.02	1,560	SF	Seed Mix (Drainfield Mix)	\$	\$
300.03	1,560	SF	Seed Mix (Wetland Fringe Wildflower Mix)	\$	\$
300.04	4	EA	TREE - Cedar Elm (3" caliper)	\$	\$
300.05	3	EA	TREE - Pecan (3" caliper)	\$	\$
300.06	7	EA	ORNAMENTAL TREE - Mexican Redbud (6' height, multi-trunk)	\$	\$
300.07	52	EA	SHRUB - Gregg's Mistflower (1 GAL)	\$	\$
300.08	8	EA	SHRUB - Winecup (1 GAL)	\$	\$
300.09	6	EA	SHRUB - Purple Coneflower (1 GAL)	\$	\$
300.10	28	EA	SHRUB - Barbados Cherry (5 GAL)	\$	\$
300.11	18	EA	SHRUB - 'Pink Flamingo' Muhly Grass (5 GAL)	\$	\$
300.12	59	EA	GROUNDCOVERS - Inland Sea Oats (1 GAL)	\$	\$
300.13	56	EA	GROUNDCOVERS - Frogfruit (1 GAL)	\$	\$
300.13	273	SY	Plant bed soil and mulch	\$	\$
300.14	273	SY	Drip Irrigation in plant beds	\$	\$
300.15	3,933	SY	Full Coverage Irrigation for turf area	\$	\$
300.16	1	LS	Misc. Irrigation Allowance (controller, valves, etc.)	\$	\$
300.17	1	LS	Irrigation Sleeve Allowance	\$	\$
SUBTOTAL SCHEDULE NO. 300:				\$	
SCHEDULE NO. 400 - MISCELLANEOUS					
400.00	1	LS	Mobilization/General Requirements of Contract	\$	\$
400.01	1	LS	De-mobilization/General Requirements of Contract	\$	\$
400.02	1	LS	CorWorth CMS system (installed by Owner in pre-fab buildings)	\$21,750.00	\$21,750.00
400.02	1	LS	Compliance with SWPPP	\$	\$
Electrical service from panels pre-installed in pre-fab buildings to lighting in pavilions includes lighting fixtures and conduit (sheets E0.01-E3.01)				\$	\$
SUBTOTAL SCHEDULE NO. 400:				\$	
TOTAL BASE BID SCHEDULES NO. 100 THROUGH 400:					

\$ 1,500.00	\$ 12,000.00	\$ 2,025.00	\$ 16,200.00	\$ 1,500.00	\$ 12,000.00	\$ 4,117.84	\$ 32,942.72	\$ 3,500.00	\$ 28,000.00		
\$ 1,000.00	\$ 4,000.00	\$ 675.00	\$ 2,700.00	\$ 1,500.00	\$ 6,000.00	\$ 4,177.84	\$ 16,711.36	\$ 3,500.00	\$ 14,000.00		
\$ 500.00	\$ 4,500.00	\$ 500.00	\$ 4,500.00	\$ 600.00	\$ 5,400.00	\$ 2,984.17	\$ 26,857.53	\$ 6,500.00	\$ 58,500.00		
\$ 300.00	\$ 10,500.00	\$ 563.00	\$ 19,705.00	\$ 144.00	\$ 5,040.00	\$ 670.84	\$ 23,479.40	\$ 1,200.00	\$ 42,000.00		
\$ 5,000.00	\$ 20,000.00	\$ 3,375.00	\$ 13,500.00	\$ 2,100.00	\$ 8,400.00	\$ 3,071.31	\$ 12,285.24	\$ 4,500.00	\$ 18,000.00		
\$ 150.00	\$ 36,000.00	\$ 27.00	\$ 6,480.00	\$ 73.92	\$ 17,740.80	\$ 119.37	\$ 28,648.80	\$ 65.00	\$ 15,600.00		
\$ 2,000.00	\$ 44,000.00	\$ 1,690.00	\$ 37,180.00	\$ 1,250.00	\$ 27,500.00	\$ 1,492.09	\$ 32,825.98	\$ 1,980.00	\$ 43,560.00		
\$ 700.00	\$ 2,100.00	\$ 1,080.00	\$ 3,240.00	\$ 300.00	\$ 900.00	\$ 978.81	\$ 2,936.43	\$ 1,300.00	\$ 3,900.00		
\$ 1,500.00	\$ 1,500.00	\$ 12,150.00	\$ 12,150.00	\$ 4,125.00	\$ 4,125.00	\$ 7,758.84	\$ 7,758.84	\$ 4,500.00	\$ 4,500.00		
\$ 2,200.00	\$ 2,200.00	\$ 9,946.00	\$ 9,946.00	\$ 8,950.00	\$ 8,950.00	\$ 7,150.07	\$ 7,150.07	\$ 9,100.00	\$ 9,100.00		
\$ 2,200.00	\$ 2,200.00	\$ 4,900.00	\$ 4,900.00	\$ 2,200.00	\$ 2,200.00	\$ 1,754.69	\$ 1,754.69	\$ 3,200.00	\$ 3,200.00		
\$ 6,500.00	\$ 6,500.00	\$ 8,300.00	\$ 8,300.00	\$ 5,500.00	\$ 5,500.00	\$ 5,240.20	\$ 5,240.20	\$ 7,890.00	\$ 7,890.00		
\$ 100,000.00	\$ 100,000.00	\$ 30,925.00	\$ 30,925.00	\$ 30,000.00	\$ 30,000.00	\$ 20,280.42	\$ 20,280.42	\$ 58,000.00	\$ 58,000.00		
\$	\$ 245,500.00	\$	\$ 169,726.00	\$	\$ 133,755.80	\$	\$ 218,871.68	\$	\$ 306,250.00		
\$ 3.50	\$ 5,495.00	\$ 2.00	\$ 3,140.00	\$ 1.32	\$ 2,072.40	\$ 0.73	\$ 1,146.10	\$ 3.00	\$ 4,710.00		
\$ 12.00	\$ 10,440.00	\$ 10.00	\$ 8,700.00	\$ 7.20	\$ 6,264.00	\$ 9.19	\$ 7,995.30	\$ 6.00	\$ 5,220.00		
\$ 0.65	\$ 1,014.00	\$ 0.85	\$ 1,326.00	\$ 0.38	\$ 592.80	\$ 0.14	\$ 218.40	\$ 0.50	\$ 780.00		
\$ 0.80	\$ 1,248.00	\$ 0.85	\$ 1,326.00	\$ 0.30	\$ 468.00	\$ 0.11	\$ 171.60	\$ 0.50	\$ 780.00		
\$ 150.00	\$ 600.00	\$ 837.00	\$ 3,348.00	\$ 258.00	\$ 1,032.00	\$ 678.00	\$ 2,712.00	\$ 350.00	\$ 1,400.00		
\$ 150.00	\$ 450.00	\$ 911.00	\$ 2,733.00	\$ 258.00	\$ 774.00	\$ 910.77	\$ 2,732.31	\$ 400.00	\$ 1,200.00		
\$ 190.00	\$ 1,330.00	\$ 420.00	\$ 2,940.00	\$ 258.00	\$ 1,806.00	\$ 371.23	\$ 2,598.61	\$ 300.00	\$ 2,100.00		
\$ 42.00	\$ 2,184.00	\$ 26.00	\$ 1,352.00	\$ 16.32	\$ 848.64	\$ 8.95	\$ 465.40	\$ 50.00	\$ 2,600.00		
\$ 44.00	\$ 352.00	\$ 15.00	\$ 120.00	\$ 16.32	\$ 130.56	\$ 8.95	\$ 71.60	\$ 45.00	\$ 360.00		
\$ 44.00	\$ 264.00	\$ 17.00	\$ 102.00	\$ 16.32	\$ 97.92	\$ 8.95	\$ 53.70	\$ 50.00	\$ 300.00		
\$ 70.00	\$ 1,960.00	\$ 21.00	\$ 588.00	\$ 30.00	\$ 840.00	\$ 9.56	\$ 267.68	\$ 110.00	\$ 3,080.00		
\$ 70.00	\$ 1,260.00	\$ 23.00	\$ 414.00	\$ 30.00	\$ 540.00	\$ 16.59	\$ 298.62	\$ 120.00	\$ 2,160.00		
\$ 23.00	\$ 1,357.00	\$ 13.00	\$ 767.00	\$ 16.32	\$ 962.88	\$ 8.89	\$ 524.51	\$ 60.00	\$ 3,540.00		
\$ 23.00	\$ 1,288.00	\$ 20.00	\$ 1,120.00	\$ 16.32	\$ 913.92	\$ 8.89	\$ 497.84	\$ 60.00	\$ 3,360.00		
\$ 11.00	\$ 3,003.00	\$ 14.00	\$ 3,822.00	\$ 43.20	\$ 11,793.60	\$ 16.11	\$ 4,398.03	\$ 12.00	\$ 3,276.00		
\$ 50.00	\$ 13,650.00	\$ 37.00	\$ 10,101.00	\$ 22.80	\$ 6,224.40	\$ 5.97	\$ 1,629.81	\$ 5.00	\$ 1,365.00		
\$ 18.00	\$ 70,794.00	\$ 8.00	\$ 31,464.00	\$ 8.50	\$ 33,430.50	\$ 2.39	\$ 9,399.87	\$ 10.00	\$ 39,330.00		
\$ 5,000.00	\$ 5,000.00	\$ 9,450.00	\$ 9,450.00	\$ 2,500.00	\$ 2,500.00	\$ 9,543.38	\$ 9,543.38	\$ 15,000.00	\$ 15,000.00		
\$ 1,200.00	\$ 1,200.00	\$ 1,350.00	\$ 1,350.00	\$ 1,000.00	\$ 1,000.00	\$ 2,984.17	\$ 2,984.17	\$ 2,000.00	\$ 2,000.00		
\$	\$ 122,889.00	\$	\$ 84,163.00	\$	\$ 72,291.62	\$	\$ 47,708.93	\$	\$ 92,561.00		
\$ 5,000.00	\$ 5,000.00	\$ 40,000.00	\$ 40,000.00	\$ 35,000.00	\$ 35,000.00	\$ 10,000.00	\$ 10,000.00	\$ 18,000.00	\$ 18,000.00		
\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 12,000.00	\$ 12,000.00	\$ 8,000.00	\$ 8,000.00	\$ 4,000.00	\$ 4,000.00		
\$ 21,750.00	\$ 21,750.00	\$ 21,750.00	\$ 21,750.00	\$ 21,750.00	\$ 21,750.00	\$ 21,750.00	\$ 21,750.00	\$ 21,750.00	\$ 21,750.00		
\$ 5,000.00	\$ 5,000.00	\$ 8,100.00	\$ 8,100.00	\$ 3,000.00	\$ 3,000.00	\$ 5,848.97	\$ 5,848.97	\$ 2,000.00	\$ 2,000.00		
cost included in total		\$ -	\$50,500.00	\$ 50,500.00	\$142,000.00	\$ 142,000.00	\$153,002.27	\$ 153,002.27	\$92,000.00	\$ 92,000.00	
		\$ 34,750.00	\$	\$ 125,350.00	\$	\$ 213,750.00	\$	\$ 198,601.24	\$	\$ 137,750.00	
		\$	\$ 617,737.50	\$	\$ 652,990.80	\$	\$ 665,546.10	\$	\$ 760,705.96	\$	\$ 842,109.00



WWW.SOUTHPOOLANDSPA.NET

☎ 713-423-4663

🖨 832-237-3860

Mike@southpoolandspa.net

02-15-2017

Dear Ms. Moon:

I am writing to confirm that our final price of \$617,737.50 for Dow Park includes electrical work (line item 400.03, Electrical service from panels pre-installed in pre-fab buildings to lighting in pavilions includes lighting fixtures and conduit, sheets E0.01-E3.01).

Please do not hesitate to contact me if you have any questions or comments.


Mike Tello
South Pools Inc



Legislation Details (With Text)

File #: MIN 17-023 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 2/15/2017 **In control:** City Council
On agenda: 2/21/2017 **Final action:**
Title: Approval of minutes of workshop meeting of February 7, 2017.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MW_020717](#)

Date	Ver.	Action By	Action	Result
2/21/2017	1	City Council		

Approval of minutes of workshop meeting of February 7, 2017.

Summary:

Fiscal/Budgetary Impact:

None

Approval

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes

of

A WORKSHOP MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS HELD AT CITY HALL, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS ON FEBRUARY 7, 2017, BEGINNING AT 6:30 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

JERRY MOUTON
SHERRY GARRISON
THANE HARRISON
TOMMY GINN
BILL PATTERSON
RON MARTIN

MAYOR
COUNCILWOMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN

OTHER CITY OFFICIALS PRESENT:

JAY STOKES
GARY JACKSON
SHANNON BENNETT
JIM FOX

CITY MANAGER
ASSISTANT CITY MANAGER
ACTING CITY SECRETARY
CITY ATTORNEY

1. MEETING CALLED TO ORDER – Mayor Mouton called the workshop to order at 6:30 p.m.
2. DISCUSSION OF ISSUES RELATING TO THE COLORS AND FINISHES FOR THE NEW CITY HALL - George Watanabe with Cre8 Architects presented to Council an examples of brick for the exterior brick and carpet. The consensus of the Council is to select the Old Denver Brick from Acme Brick and the dark gray carpet with maroon accents for the New City Hall. Mr. Watanabe will bring the color samples of the wall coverings to another meeting.
3. PRESENTATION OF THE SUMMARY REPORT OF THE ANNUAL COMPARATIVE ANALYSIS FOR BIAS BASE/RACIAL PROFILING – Police Chief Greg Grigg advised Council of the State law requirement that once a year, prior to March 1st, a report is filed with the State and an analysis is presented to the local governing body as an overview of the annual comparative analysis for bias/racial profiling highlighting the number of vehicle stops with the results of citations, arrests, and a combination of both; the race and ethnicity of individuals; the race and ethnicity of those with knowledge of prior offenses who were stopped; the number of vehicle searches and, of those, the number that were consent and non-consent. There was no racial profiling in our City.

4. DISCUSSION OF ISSUES RELATING TO THE ACCEPTANCE OF THE PROPOSED DESIGN FOR THE DEER PARK COMMUNITY DEVELOPMENT CORPORATION (DPCDC) MAXWELL CENTER RENOVATION AND EXPANSION PROJECT – Parks and Recreation Director Scott Swigert advised the Council on February 16, 2016, they approved Task Order #4 with Halff Associates for the Maxwell Center Expansion and Parking Lot Expansion - Phase 1 Programming. On June 29th, Halff Associates and BSW met with the Ad-Hoc Committee to finalize the programming recommendation which was approved and recommended by the DPCDC on July 25th and approved by the City Council on August 2nd. Since then the architects, ad-hoc committee and Staff have been working through the design process to finalize a proposed design. On January 23, 2017, the DPCDC reviewed, accepted and recommended to City Council the proposed design for the Deer Park Community Development Corporation (DPCDC) Maxwell Center renovation and expansion project.

Cristina Moon of Halff and Associates gave an overview of the Maxwell Center Renovation and Expansion Project and highlighted the time line, the existing site; the programming final analysis, the site plan, the exterior rendering, the floor plan, finishes and cost estimate. (Exhibits A1-A3)

5. DISCUSSION OF ISSUES RELATING TO SPACE-NAMING AND DONATION OPPORTUNITIES FOR THE DEER PARK ANIMAL SHELTER AND ADOPTION CENTER – City Manager Jay Stokes advised the Council the Animal Shelter Advisory Committee met and discussed a proposed donation policy for the space naming of rooms and assets housed within the Deer Park Animal Shelter. To date, several businesses and individuals have expressed an interest in donating to the new Shelter. The Committee studied similar policies at shelters throughout the country, with a particular interest in policies based in Texas and the greater Houston area. Committee members then voted to recommend to Council to adopt these proposed amounts for space naming within our new Shelter. (Exhibit B1-B2) Mr. Stokes introduced Hannah a student of Deer Park High School who is raising money for the Animal Shelter with a Go Fund Me Account.

Dr. Dale Lonsford, Chairman of the Animal Shelter Advisory Committee, commented, “It is not a Deer Park Pound anymore. The primary objective is the Animal Shelter and preventing animals from being lose in the City. All over the United States, the interest of the public has become greater for the life of the animals. Adoption is an important part in this shelter as well. Getting community involvement is a great ideal. I hope they can get involved through the donations. There will be a memorial wall to memorialize your pet or someone in the community. There is big money that can be raised and smaller donations that people can make. I think the community will be active in celebrating the Shelter and take pride in the fact that the City of Deer Park is not just taking care of the people in the community but the animals as well.”

Mayor Mouton thanked Dr. Lonsford for his contribution to the Animal Shelter and Adoption Center.

Assistant City Manager commented, “Kristen Edwards, Public Relations Marketing Specialist also attended the committee meeting and is very anxious to get to work on the publicity of this campaign.”

6. ADJOURN – Mayor Mouton adjourned the workshop meeting at 7:36 p.m.

Shannon Bennett, TRMC
Acting City Secretary

Jerry Mouton
Mayor



Legislation Details (With Text)

File #: MIN 17-022 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 2/14/2017 **In control:** City Council
On agenda: 2/21/2017 **Final action:**
Title: Approval of minutes of regular meeting of February 7, 2017.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MR_020717](#)

Date	Ver.	Action By	Action	Result
2/21/2017	1	City Council		

Approval of minutes of regular meeting of February 7, 2017.

Summary:

Fiscal/Budgetary Impact:

None

Approval

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes of

THE 1680TH REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS HELD IN CITY HALL, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS ON FEBRUARY 7, 2017, AT 7:30 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

JERRY MOUTON
SHERRY GARRISON
THANE HARRISON
TOMMY GINN
BILL PATTERSON
RON MARTIN

MAYOR
COUNCILWOMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN

OTHER CITY OFFICIALS PRESENT:

JAY STOKES
GARY JACKSON
SHANNON BENNETT
JIM FOX

CITY MANAGER
ASSISTANT CITY MANAGER
ACTING CITY SECRETARY
CITY ATTORNEY

1. MEETING CALLED TO ORDER – Mayor Mouton called the meeting to order at 7:30 p.m.
2. INVOCATION – The invocation was given by Councilman Patterson.
3. PLEDGE OF ALLEGIANCE – Boy Scouts of Troop 268 of Deer Park United Methodist Church led the Pledge of Allegiance to the United States Flag and the Texas Flag.
4. CONSENT CALENDAR – Motion was made by Councilman Harrison and seconded by Councilman Ginn to approve the consent calendar as follows:
 - a. Approval of minutes of workshop meeting on January 17, 2017.
 - b. Approval of minutes of regular meeting on January 17, 2017.
 - c. Approval of tax refund to Ocwen Loan Servicing in the amount of \$776.96 due to an overpayment.
 - d. Approval of change order for Year 6 SSO Program.
 - e. Acceptance of completion and release of retainage to Vaught Services for the Surface Water Treatment Plant Valve Replacement Project.

- f. Acceptance of Phase I of the Wastewater Plant Renovation Project with CSA Construction.
- g. Acceptance of the Deer Park Community Development Corporation's quarterly report for the period of October 1, 2016 - December 31, 2016.
- h. Authorization to seek bids to obtain lease-purchasing financing for a new 2017 Freightliner M2-106-80 garbage truck for the Sanitation Department.
- i. Authorization to seek competitive sealed proposals for a licensed preschool program to provide preschool program services for the Parks and Recreation Department in the Community Center.

Motion carried 6 to 0.

- 5. CONSIDERATION OF AND ACTION ON AUTHORIZATION TO PURCHASE A 2017 FREIGHTLINER M2-106-80 (GARBAGE TRUCK) FOR THE SANITATION DEPARTMENT THROUGH THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM - Motion was made by Councilman Patterson and seconded by Councilman Ginn to approve the purchase of a 2017 Freightliner M2-106-80 (Garbage Truck) for the Sanitation Department through the Houston-Galveston Area Council Cooperative Purchasing Program. Motion carried 6 to 0.
- 6. CONSIDERATION OF AND ACTION ON THE ANIMAL SHELTER ADVISORY COMMITTEE SPACE-NAMING AND DONATION OPPORTUNITIES FOR THE NEW DEER PARK ANIMAL SHELTER AND ADOPTION CENTER - Motion was made by Councilman Martin and seconded by Councilman Patterson to approve the space-naming and donation opportunities for the new Deer Park Animal Shelter and Adoption Center. Motion carried 6 to 0.
- 7. CONSIDERATION OF AND ACTION ON THE TASK ORDER NO. 7 AGREEMENT WITH HALFF ASSOCIATES, INC. FOR ARCHITECTURAL SERVICES FOR THE DEER PARK COMMUNITY DEVELOPMENT CORPORATION (DPCDC) DEVELOPMENT OF HIKE AND BIKE TRAILS - Motion was made by Councilwoman Garrison and seconded by Councilman Harrison to enter into an agreement with Halff Associates, Inc. for architectural services for the Deer Park Community Development Corporation (DPCDC) development of hike and bike trails. Motion carried 6 to 0.
- 8. CONSIDERATION OF AND ACTION ON AN AGREEMENT WITH DEER PARK INDEPENDENT SCHOOL DISTRICT FOR THE PROVISION OF A PRECINCT POLLING LOCATION ON ELECTION DAY PURSUANT TO HB 1 - Motion was made by Councilman Ginn and seconded by Councilman Patterson to enter into an agreement with the Deer Park Independent School District for the provision of a precinct polling location on Election Day pursuant to HB 1. Motion carried 6 to 0.

9. CONSIDERATION OF AND ACTION ON AN AGREEMENT WITH SAN JACINTO COLLEGE DISTRICT FOR THE PROVISION OF A PRECINCT POLLING LOCATION ON ELECTION DAY PURSUANT TO HB 1- Motion was made by Councilwoman Garrison and seconded by Councilman Patterson to enter into an agreement with San Jacinto College District for the provision of a precinct polling location on Election Day pursuant to HB 1. Motion carried 6 to 0.

10. CONSIDERATION OF AND ACTION ON AN ORDINANCE APPOINTING A MEMBER TO THE PARKS AND RECREATION COMMISSION - After a proposed ordinance was read by caption, motion was made by Councilman Martin and seconded by Councilman Harrison to adopt on first and final reading Ordinance No. 3878, captioned as follows:

AN ORDINANCE APPOINTING ONE MEMBER OF THE PARKS & RECREATION COMMISSION OF THE CITY OF DEER PARK, TEXAS; AND DECLARING AN EMERGENCY.

Motion carried 6 to 0.

11. CONSIDERATION OF AND ACTION ON AN ORDINANCE AMENDING THE FISCAL YEAR 2016-2017 BUDGET FOR THE ADDITIONAL COST NECESSARY TO COMPLETE THE PURCHASE OF A SKID STEER LOADER FOR THE SANITATION DEPARTMENT - After a proposed ordinance was read by caption, motion was made by Councilman Martin and seconded by Councilman Harrison to adopt on first and final reading Ordinance No. 3879, captioned as follows:

AN ORDINANCE AMENDING THE 2016-2017 BUDGET FOR THE CITY OF DEER PARK, TEXAS, AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED; AND DECLARING AN EMERGENCY.

Motion carried 6 to 0.

12. CONSIDERATION OF AND ACTION ON AUTHORIZATION TO PURCHASE A SKID STEER LOADER FOR THE SANITATION DEPARTMENT THROUGH THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM – Motion was made by Councilman Harrison and seconded by Councilman Patterson to approve the purchase of a Skid Steer Loader for the Sanitation Department through the Houston-Galveston Area Council Cooperative Purchasing Program. Motion carried 6 to 0.

13. CONSIDERATION OF AND ACTION ON AN ORDINANCE CORRECTING THE ENDING EFFECTIVE DATE APPROVING CERTAIN INDUSTRIAL DISTRICT AGREEMENTS; PROVIDING FOR EXECUTION; PROVIDING SEVERABILITY; AND DECLARING AN EMERGENCY - After a proposed ordinance was read by caption, motion was made by Councilman Martin and seconded by Councilman Patterson to adopt on first and final reading Ordinance No. 3880, captioned as follows:

AN ORDINANCE CORRECTING THE ENDING EFFECTIVE DATE
APPROVING CERTAIN INDUSTRIAL DISTRICT AGREEMENTS;
PROVIDING FOR EXECUTION; PROVIDING SEVERABILITY; AND
DECLARING AN EMERGENCY.

Motion carried 6 to 0.

14. ADJOURN – Mayor Mouton adjourned the meeting at 7:36 p.m.

ATTEST:

APPROVED:

Shannon Bennett, TRMC
Acting City Secretary

Jerry Mouton
Mayor



Legislation Details (With Text)

File #: MIN 17-024 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 2/15/2017 **In control:** City Council
On agenda: 2/21/2017 **Final action:**
Title: Approval of minutes of emergency meeting of February 13, 2017.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_ME_021317](#)

Date	Ver.	Action By	Action	Result
2/21/2017	1	City Council		

Approval of minutes of emergency meeting of February 13, 2017.

Summary:

Fiscal/Budgetary Impact:

None

Approval

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes

of

AN EMERGENCY MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS HELD IN THE COUNCIL CHAMBERS, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS ON FEBRUARY 13, 2017 BEGINNING AT 8:00 A.M., WITH THE FOLLOWING MEMBERS PRESENT:

JERRY MOUTON, JR.
THANE HARRISON
TOMMY GINN
BILL PATTERSON
RON MARTIN
RAE A. SINOR

MAYOR
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILWOMAN

OTHER CITY OFFICIALS PRESENT:

JAY STOKES
GARY JACKSON
SHANNON BENNETT

CITY MANAGER
ASSISTANT CITY MANAGER
ACTING CITY SECRETARY

1. MEETING CALLED TO ORDER – Mayor Mouton called the meeting to order at 8:00 a.m.
2. CONSIDERATION OF AND ACTION ON AN EMERGENCY REPAIRS OF A 10 INCH MAIN LOCATED AT CENTER STREET AND STATE HIGHWAY 225 – Motion was made by Councilman Patterson and seconded by Councilwoman Ginn to approve the repairs of a 10 inch force main pipe located at Center Street and Highway 225.

City Manager Jay Stokes commented, “Thank you all for coming. Sorry to have to have this meeting. We had an emergency on Thursday. There was a force main down around Center Street and the Railroad that has essentially collapsed, about a 200 foot section. We have a contractor in town on another project that can come in and fix it. There are lot of pipeline companies down there. They have come in and marked it. It is very expensive but we can’t have sewage running on the ground. If it was a five to ten thousand dollar issue, the City Manager could authorize that. It’s going to be a lot more than that.”

Mr. Stokes asked Public Works Director Bill Pedersen if he knew a cost yet.

Mr. Pedersen answered, “I have no figures on the cost yet. We are waiting for the contractor to get it to us this morning. The line is under Center Street at the railroad crossing. We cleaned it and we can’t even get the camera down there because the lines are so bad. It is clogged up and narrowed in diameter and looks like there is some pinholes on it. Down by the Shell station, a few yards south, we have sanitary sewer getting into the storm sewer when it backs up somehow.

This morning we are going in and actually plug up the sanitary to let it build up and see if we can track it down. It is two problems we working on over there. We have been working with the pipelines and it is going to be a tight fit. It is going to be five-six foot wide by fifteen foot deep hole because of the pipelines that are there.”

Councilmember Sinor asked, “Where is the hole going to be?”

Mr. Pedersen responded, “We are digging on the west side by Railroad, north side of Railroad. There is an area behind the curb to the first pipeline that is about five to six feet, so they digging. We are going to try to do this without disrupting traffic on Center Street.”

Councilmember Patterson asked, “Did you say 200 feet of pipe has collapsed?”

Mr. Pedersen responded, “We could only get the camera to go down 6-8 feet before it stops. We are going to try and go in the other direction this morning, but we have to bypass pump to divert all the sewer, so we can go in the other way. So we don’t know yet but it could be a couple of hundred feet.”

Councilmember Sinor asked, “Is that worst case scenario?”

Mr. Pedersen responded, “Yes, in 2009 Railroad was rebuilt. At that time, the force main was under Railroad and we ended up moving the force main to the north side of Railroad. So right there, just west of a concrete building we stopped to go to another manhole to the east side. The manhole was rehabbed two years ago. We will probably have to realign it after we are done.”

Councilwoman Sinor asked, “What is the difference between replacing the whole line and going in and aligning the line?”

Mr. Pedersen responded, “We are actually replacing the line with a ten inch line. We will pull a cable through it and then use a 100 ton wench. They will setup a wench on top of the manhole and pull a new line through the old line and bust the old line in place. It would actually replace the line that is there. The concern right now when you get that deep you get a lot of earth load on top of the pipe so it takes a bigger wench to pull that pipe through.”

Councilmember Patterson asked, “Will it bust a part but not into the other pipelines?”

Mr. Pedersen responded, “No, it will essentially replace the diameter that is there. We have been doing this all over town with the waterlines also.”

Motion carried 6 to 0.

3. ADJOURN - Mayor Mouton adjourned the meeting at 8:05 a.m.

Shannon Bennett, TRMC
Acting City Secretary

Jerry Mouton, Jr.
Mayor



Legislation Details (With Text)

File #: TAXR 17-004 **Version:** 1 **Name:**

Type: Tax Refund **Status:** Agenda Ready

File created: 1/31/2017 **In control:** City Council

On agenda: 2/21/2017 **Final action:**

Title: Approval of tax refund to Marco Group International in the amount of \$19,795.26 due to a value decrease granted by Harris County Appraisal District.

Sponsors: Finance

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
2/21/2017	1	City Council		

Approval of tax refund to Marco Group International in the amount of \$19,795.26 due to a value decrease granted by Harris County Appraisal District.

Summary:

Section 31.11 of the Texas Property Tax Code requires that all refunds exceeding \$500 be approved by the governing body prior to the issuance of a check to the payee. The following refund is pending:

Marco Group International in the total amount of \$19,795.26 due to a value decrease granted by Harris County Appraisal District on the 2012 Correction Roll #48 (Account #200-513-8).

Fiscal/Budgetary Impact: None.

Approve the tax refund to Marco Group International.



Legislation Details (With Text)

File #: TAXR 17-005 **Version:** 1 **Name:**

Type: Tax Refund **Status:** Agenda Ready

File created: 1/31/2017 **In control:** City Council

On agenda: 2/21/2017 **Final action:**

Title: Approval of tax refund to Marco Group International in the amount of \$2,795.22 due to a value decrease granted by Harris County Appraisal District.

Sponsors: Finance

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
2/21/2017	1	City Council		

Approval of tax refund to Marco Group International in the amount of \$2,795.22 due to a value decrease granted by Harris County Appraisal District.

Summary:

Section 31.11 of the Texas Property Tax Code requires that all refunds exceeding \$500 be approved by the governing body prior to the issuance of a check to the payee. The following refund is pending:

Marco Group International in the total amount of \$2,795.22 due to a value decrease granted by Harris County Appraisal District on the 2010 Correction Roll #70 (Account #200-513-8).

Fiscal/Budgetary Impact: None.

Approve the tax refund to Marco Group International.



Legislation Details (With Text)

File #: AUT 17-020 **Version:** 1 **Name:**
Type: Authorization **Status:** Agenda Ready
File created: 2/9/2017 **In control:** City Council
On agenda: 2/21/2017 **Final action:**
Title: Approval of recommendation from the Historical Committee to authorize an agreement with SWCA Environmental Consultants for Due Diligence and Application for an Official Texas Historical Marker for the Mary W. Jackson and William Wilson Gravesite.
Sponsors: City Manager's Office
Indexes:
Code sections:
Attachments: [Deer Park_proposal REV 20170201](#)

Date	Ver.	Action By	Action	Result
2/21/2017	1	City Council		

Approval of recommendation from the Historical Committee to authorize an agreement with SWCA Environmental Consultants for Due Diligence and Application for an Official Texas Historical Marker for the Mary W. Jackson and William Wilson Gravesite.

Summary:

The Historical Committee is very interested in obtaining an Official Texas Historical Marker for the Mary W. Jackson and William Wilson Gravesite in Dow Park. Obtaining a State subject marker will be a difficult process. We will need to do our best to prove this is the earliest grave in Harris County and to provide more details about why the deceased came to Texas. Also, the fact that these have been moved from the original site complicates matters.

The Historical Committee has received a proposal from SWCA Environmental Consultants (SWCA) to perform the necessary due diligence and preparation of an application for a historical marker. The attached proposal consists of two (2) phases as follows:

PHASE 1: DUE DILIGENCE

Estimated Not-To-Exceed (NTE) fee - \$4,320.00

PHASE 2: STATE OF TEXAS OFFICIAL TEXAS HISTORICAL MARKER (OTHM)

Estimated Not-To-Exceed (NTE) fee NTE fee - \$3,260.00

TOTAL \$7,580

If, after completing Phase, 1 the Texas Historical Commission only recommends a Harris County Marker, we could decide either to stop there (and not proceed to phase 2) or to change the marker type to a Harris County marker and move forward with that process.

Fiscal/Budgetary Impact:

\$7,580 out of Hotel Occupancy Tax (HOT) funds.

Authorize an agreement with SWCA Environmental Consultants for Due Diligence and Application for an Official Texas Historical Marker for the Mary W. Jackson and William Wilson Gravesite.



ENVIRONMENTAL CONSULTANTS

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Sent via e-mail

February 1, 2017

Councilmember Sherry Garrison
City Council
City of Deer Park
P.O. Box 700
Deer Park, Texas 77536-0700
sgarrison@deerparktx.org

**Re: Deer Park Grave Site / Jackson and Wilson burials
Heritage Park and Dow Park, Deer Park, Harris County, Texas**

Dear Councilmember Garrison:

SWCA Environmental Consultants (SWCA) is pleased to submit this proposal for Due Diligence and application for an Official Texas Historical Marker (OTHM). SWCA understands the City of Deer Park seeks to commemorate the Jackson and Wilson burials site with a historical marker.

SWCA has communicated with Jenny McWilliams at the Texas Historical Commission (THC). She recommended the Harris County Historical Marker. SWCA has not received a definitive answer from THC whether the grave site is eligible for an OTHM. Phase 1 of this proposal is designed to submit and receive a "go ahead" from THC prior to the full OTHM research and nomination preparation.

PHASE 1: DUE DILIGENCE

This Due Diligence phase allows time for an in-depth review of the records sent to our office and the development of a one-page summary so that Harris County Historical Commission (HCHC) and THC have sufficient information to evaluate the site for the marker program. The goal of the Due Diligence phase is to determine which marker program is the best fit for the grave site and to explore other available recordation to ensure site protection in perpetuity.

Scope of Service

- Review of material sent to SWCA and review of additional archival sources (newspapers and ancestry.com).
- Site visit to burial site with historian and archeologist.
- Site photography, photo log, and photo key.
- Write up and submittal to THC / HCHC for preliminary review to determine which marker program(s) is best suited.
- List of recommended actions for protection and care in perpetuity.
- Project management, invoicing, phone calls, and follow up e-mails.

Estimated Not-To-Exceed (NTE) fee – Phase 1: Due Diligence

The estimated NTE fee for this phase:

\$4,320.00

This NTE fee is based on 58 hours of effort with an average hourly rate of \$70.36 and \$239.00 in project reimbursables including communication fee and 15% markup.

PHASE 2: STATE OF TEXAS OFFICIAL TEXAS HISTORICAL MARKER (OTHM)

The OTHM, also known as a subject marker, is a program of the THC to commemorate diverse topics in Texas history. This phase includes additional research to meet the marker program requirements and includes time for the application submittal and review process with HCHC and THC.

Scope of Service

- Written description of archival research and history of grave site.
- Footnotes, bibliography, and map in required format.
- Nomination draft and edits (including one edit with client).
- Submittal to HCHC and one round of edits with HCHC, per program requirements.
- Project management, invoicing, phone calls, and follow up e-mails.

Estimated NTE fee – Phase 2: OTHM

The estimated NTE fee for this phase: \$3,260.00

This NTE fee is based on 47 hours of effort with an average hourly rate of \$67.34 and \$95.00 in project reimbursables including communication fee and 15% markup.

Recap – All Phases

PHASE	NTE FEE
Phase 1: Due Diligence	\$4,320
Phase 3: THC OTHM Marker	\$3,260
TOTAL	\$7,580

Assumptions (All Phases)

- Client is responsible for any application fees payable to the THC. SWCA will notify client of any fees, due dates, and payee and remittance address.
- Client is responsible for the costs associated with fabrication and casting of any plaque(s).
- Client will provide SWCA with all research already conducted.
- SWCA will be given access to the grave site for necessary photographs.
- SWCA will only move forward with the OTHM application (Phase 2 of this proposal) following a positive response from THC that the site is eligible.
- If THC denies the request for the OTHM, SWCA will consult with the client to explore alternatives.
- A change order will be issued for any service outside of those listed here.

We appreciate the opportunity to work with you on this important project. To acknowledge your acceptance of this proposal, please sign and return the attached Standard Services Agreement. I will return an executed copy for your records. Please call me if you have any questions at 281-617-3217 (office) or 713-630-1086 (mobile).

Respectfully submitted,



Anna Mod
Historic Preservation Specialist



Legislation Details (With Text)

File #: PUR 17-007 **Version:** 1 **Name:**
Type: Purchase **Status:** Agenda Ready
File created: 2/9/2017 **In control:** City Council
On agenda: 2/21/2017 **Final action:**
Title: Authorization to purchase and install a wrought iron picket fence from Gray Layne Construction in Dow Park at the gravesite for Mary W. Jackson and William Wilson.

Sponsors:

Indexes:

Code sections:

Attachments: [02.08.17 Gray Layne Fence Quote](#)

Date	Ver.	Action By	Action	Result
2/21/2017	1	City Council		

Authorization to purchase and install a wrought iron picket fence from Gray Layne Construction in Dow Park at the gravesite for Mary W. Jackson and William Wilson.

Summary:

During the February 9, 2017 Deer Park Historical Committee Meeting, the Committee reviewed and approved Option 2, of the Gray Layne Construction quote, the purchase and installation of a 11' X 14' X 4' wrought iron picket fence from Gray Layne Construction in Dow Park to enclose the grave site for Mary W. Jackson and William Wilson.

Fiscal/Budgetary Impact:

The cost of \$3,050.00 for the purchase and installation of the fence will come from the Historical portion of the allocated 2017 Hotel/Motel Tax Fund, account 11-605-4412.

Authorize the purchase and installation of a wrought iron picket fence in Dow Park, at the grave site for Mary W. Jackson and William Wilson, the Gray Layne Construction Option 2.



January 22, 2017

Deer Park, TX

Fence Install

Option 1

50 L/F of Twisted Wrought Iron Pickets
2"x2" Posts
1"x1" Top and Bottom Rail
48" Tall
6"x 6"x 50' Concrete Beam

Install Total

Total: \$5,161.00

Option 2

50 L/F of Square Wrought Iron Pickets
2"x2" Posts
1"x1" Top and Bottom Rail
48" Tall
6"x 6"x 50' Concrete Beam

Install Total

Total: \$3,050.00

WARRANTY:

The following warranty offered by Gray Layne Construction is non-transferable and limited to the client listed on page 1 of this Proposal and Contract.

All further references to Gray Layne Construction shall be known as the "Company."

The Company warrants its workmanship for a period of One (1) Year from completion of the project. The Company warrants workmanship only to the extent of the purchase price. Company passes along to client all manufacturer warranties offered to the Company.

The Company warrants the construction and installation of Hardscape [Pavers, Flagstone, Slate and Tile], Patio, Walls, Fences, Stone-Work, and Decks, for a period of a One (1) Year Period from completed project. Notice should be provided to Company within the One-Year period of a defect that the client feels is caused by improper installation/construction. Excluded from this warranty is damage/shifting/spacing/drainage/flooding to homes structure, interior, walkways, patios, pool deck, pools, plaster, lighting, or any item installed by the Company that is caused by an "Act of God" such as: Drought, Freeze, Wind, Rain, Flood, other Contractor Renovations, or any condition beyond the control of the Company. The company is not responsible of window integrity during transportation of windows to job site or during staging. Broken or Damaged windows are the responsibility of the Home Owner/Builder.

Warranty response time is 1 to 3 weeks. The Company will assess the condition of the warranty work and, of valid, will schedule a repair. Company schedules may fluctuate due to weather related circumstances. If the reported damage is not covered under this Warranty or if it is reported past the One (1) Year Warranty period, the Company will contact the client with a cost for the repair.

NON-PAYMENT OF THE FINAL INVOICE AND ANY CHANGE ORDERS VOIDS ALL WARRANTIES.

COMPANY RESPONSIBILITIES & RESERVATIONS:

The Company reserves the right to photograph final project for the express use of Portfolios, Trade Shows and Media Advertising.

Sprinkler & Drainage lines cannot be marked and cannot be seen. Construction may result in a "hit" to the line. The Company is not responsible for repairs to a "hit". However, as a courtesy, the Company may repair a "hit" free of charge. If the client chooses to have others repair the sprinkler/drainage system during or after construction, the Company is not responsible for repair costs or warranty when repaired by someone other than the Company.

For your protection the Company has General Liability Insurance and can provide a copy with this contract, if requested. Any claims to insurance are limited to the price of the Client contract and Client agrees that any claim shall not exceed the limits of the policy.

When working in a Pool Area; the Company is not responsible for the repair or replacement of Pool Tile, Coping, Plumbing, Structure, Gunite, Electrical, Pipes, Fittings, Skimmers, Seals, Fiber Optics, and / or other items related to the project unless specifically included in the contract. During Removal of an Old Pool Deck, although rare, the Company cannot guarantee against cracking in the pool structure, pool coping or pool tile. The Company is not responsible for the possibilities which may arise during a pool remodel that are beyond the Company's control.

PAYMENT TERMS:

All work as specified in the contract shall be completed in a professional manner according to standard industry practices. Any alteration from the specifications in this Proposal and Contract involving additional costs will be executed upon a written "CHANGE ORDER" requested and signed by the Client and shall be billed as an extra charge. Client is responsible for necessary Permits and Fees incurred for inspections (if needed) and are not included in the Proposal and Contract; and, shall be billed over and above the contracted price. Changes to the final project resulting from inerrant plots or surveys supplied by client would result in a cost over and above the contracted price. All contracts and agreements are contingent upon delays beyond Company control such as: Rain/Water Saturation/Strikes/Material Shortages/Etc. Incremental Progress Payments are to be made in accordance with the Payment Terms as follows:

- 30% Deposit Due at Signing
- 30% Payment due at Project Start
- 30% Payment at Substantial Completion
- 10 % Payment at Project Completion

- Acceptance of this Proposal upon Signature of the Client becomes a contract between the two parties.
- Cancellation of this Proposal and Contract by Client prior to installation is subject to a (25%) Penalty of Contract Price to cover "Time/Material/Re-Stocking Fees."
- Should any payment not be paid as specified above, Gray Layne Construction reserves the right to stop construction of the project and repossess all materials used on the job without recourse.
- Client could be subject to a "LIEN" placed by Company as well as Material Vendors and Sub-Contractors remaining unpaid until Final Balance is paid in full.
- All disputes shall be resolved through Mediation & Fast Track Binding Arbitration. Legal Fees shall be paid by the party [Client] responsible for non-payment.

ACCEPTANCE OF PROPOSAL:

Client or Authorized Company Representative

Gray Layne Construction by Logan Lippoldt

Spouse or Additional Responsible Party

Date Signed by Client/Company



Legislation Details (With Text)

File #: ACT 17-011 **Version:** 1 **Name:**
Type: Acceptance **Status:** Agenda Ready
File created: 2/9/2017 **In control:** City Council
On agenda: 2/21/2017 **Final action:**
Title: Acceptance of completion and release of retainage for Hillshire and Estate Waterline Rehabilitation Project

Sponsors:

Indexes:

Code sections:

Attachments: [Balancing Change Order](#)

Date	Ver.	Action By	Action	Result
2/21/2017	1	City Council		

Acceptance of completion and release of retainage for Hillshire and Estate Waterline Rehabilitation Project

Summary:

The water lines at Hillshire and Estate were severely outdated and undersized. Citizens would experience low water pressure at their homes, especially further down the street. The water lines were installed when the neighborhood was much smaller; the increased number of houses rendered the lines inadequate.

The Hillshire and Estate Waterline Rehabilitation Project consisted of replacing the existing 2" waterline with a new 6" HDPE waterline and new fire hydrants for fire protection where none had been before. On 08/16/2016, council granted authorization to purchase the services of Vaught Services LLC to perform this project. Their services were purchased through the TIPS program. The proposed amount for the project was \$649,797.75.

During construction it was found that additional footage of waterline needed to be installed that was discovered to be deteriorated. Per these unforeseen quantities the total cost of the project has resulted to be \$700,255.75.

Staff is presenting to council a balancing change order to cover these additional costs (see attached). The total cost for these changes is \$50,458.00.

As per agreement with the contractor the city withheld a retainage totaling \$35,012.79 until the project reach completion. The project has now been completed and staff is requesting that council approve the new balancing change order and release of retainage to the contractor as per contract agreement.

Fiscal/Budgetary Impact:

Funds for this project are drawn from the CIP Fund 48. The balancing change order amount is \$50,458.00. The retainage amount is \$35,012.79. Thus, the total owed to the contractor is \$85,470.79.

Staff is requesting that council approve the balancing change order and release of retainage to the contractor.

CITY OF DEER PARK

Balancing Change Order

Hillshire and Estate Waterline Rehabilitation Project

Brief Description of Changes:

The Hillshire and Estate project consisted of replacing the existing 2" waterline with a new 6" HDPE waterline and new fire hydrants for fire protection where none had been before. During construction it was found that additional footage of waterline needed to be installed that was discovered to be deteriorated.

Item	Description	Unit	Est. Quantity	Unit Price	Est. Total	Comple	Job Total	Variance	Variance cost
1	6", install pipeburst HDPE prechlorinated waterline, in place of same or one size smaller waterline	LF	3200	\$ 58.00	\$ 185,600.00	5890.00	\$ 341,620.00	2690.00	\$ 156,020.00
2	3/4" service tap, install on 6-8" waterline	EA	200	\$ 525.00	\$ 105,000.00	144.00	\$ 75,600.00	-56.00	\$ (29,400.00)
3	2" service tap, install on 6-8" waterline	EA	4	\$ 1,800.00	\$ 7,200.00	4.00	\$ 7,200.00	0.00	\$ -
4	Reconnect service - short side, all depths (Includes adjusting existing meter box to grade)	EA	102	\$ 480.00	\$ 48,960.00	71.00	\$ 34,080.00	-31.00	\$ (14,880.00)
5	Reconnect service - long side up to 30', all depths (Includes adjusting existing meter box to grade)	EA	115	\$ 650.00	\$ 74,750.00	75.00	\$ 48,750.00	-40.00	\$ (26,000.00)
7	Extra length for service laterals after 30'	LF	1725	\$ 12.00	\$ 20,700.00	0.00	\$ -	-1725.00	\$ (20,700.00)
8	Install 6" tee, to any size	EA	10	\$ 2,530.00	\$ 25,300.00	12.00	\$ 30,360.00	2.00	\$ 5,060.00
9	Extra cement stab. Sand backfill 2.0 sacks/ton	TON	200	\$ 44.00	\$ 8,800.00	0.00	\$ -	-200.00	\$ (8,800.00)
10	Trench Safety, all depths	LF	100	\$ 6.00	\$ 600.00	0.00	\$ -	-100.00	\$ (600.00)
11	Install 4" - 8" wet connection, to any size	EA	8	\$ 1,638.75	\$ 13,110.00	20.00	\$ 32,775.00	12.00	\$ 19,665.00
12	Install 4" - 8" tapping sleeve, to any size	EA	2	\$ 2,875.00	\$ 5,750.00	0.00	\$ -	-2.00	\$ (5,750.00)
13	Install 4"-8" TS and V to any size	EA	2	\$ 4,025.00	\$ 8,050.00	1.00	\$ 4,025.00	-1.00	\$ (4,025.00)
14	Install 6" gate valve & valve box	EA	8	\$ 2,875.00	\$ 23,000.00	9.00	\$ 25,875.00	1.00	\$ 2,875.00
15	Install 8" gate valve & valve box	EA	2	\$ 3,162.50	\$ 6,325.00	0.00	\$ -	-2.00	\$ (6,325.00)
16	Rmv/rpl up to 5" concrete sidewalk/driveway (includes saw cutting, reinforcement)	SY	60	\$ 105.00	\$ 6,300.00	10.00	\$ 1,050.00	-50.00	\$ (5,250.00)
17	Rmv/rpl up to 8" concrete sidewalk/driveway/pavement (includes saw cutting, reinforcement)	SY	60	\$ 210.00	\$ 12,600.00	0.00	\$ -	-60.00	\$ (12,600.00)
18	1" rock with no fines for bedding (incidental to point repairs)	TON	40	\$ 55.00	\$ 2,200.00	0.00	\$ -	-40.00	\$ (2,200.00)
19	Bank Sand for Backfill	TON	40	\$ 24.00	\$ 960.00	72.00	\$ 1,728.00	32.00	\$ 768.00
20	Sodding	SY	1500	\$ 6.00	\$ 9,000.00	2700.00	\$ 16,200.00	1200.00	\$ 7,200.00
21	Install new fire hydrant assembly, to include gate valve & box	EA	8	\$ 4,600.00	\$ 36,800.00	7.00	\$ 32,200.00	-1.00	\$ (4,600.00)
22	Insertion Valves (6" thru 8")	EA	1	\$ 10,350.00	\$ 10,350.00	1.00	\$ 10,350.00	0.00	\$ -
23	Mobilization / Demobilization per Occurrence	EA	1	\$ 7,500.00	\$ 7,500.00	1.00	\$ 7,500.00	0.00	\$ -
24	Performance and Payment Bonds	EA	1	\$ 30,942.75	\$ 30,942.75	1	\$ 30,942.75	0.00	\$ -
				Total Contract	\$ 649,797.75	Job Total	\$ 700,255.75	Variance	\$ 50,458.00

Original Contract Price		\$ 649,797.75
Previous Change Orders		\$ -
This Change Order		\$ 50,458.00
Revised Contract Price		\$ 700,255.75

Original Contract Duration - Calendar Days		180
Previous Time Extensions		
This Change Order		
Revised Contract Duration - Calendar Days		180

Contractor _____ Date _____ Assistant Director of Public Works _____ Date _____

City Manager _____ Date _____



Legislation Details (With Text)

File #: ACT 17-013 **Version:** 1 **Name:**
Type: Acceptance **Status:** Agenda Ready
File created: 2/14/2017 **In control:** City Council
On agenda: 2/21/2017 **Final action:**
Title: Acceptance of completion and release of retainage to Hoggatt, LP for the Gateway Monument Repair Project.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
2/21/2017	1	City Council		

Acceptance of completion and release of retainage to Hoggatt, LP for the Gateway Monument Repair Project.

Summary:

On August 9, 2016, a semi-trailer truck, while making an illegal turn from Railroad Street into oncoming traffic on Center Street, ran over the curb and struck one of the Gateway Monuments. This caused substantial damage to the Monument.

City Staff notified our insurance provider (TML Intergovernmental Risk Pool) and the architect that designed the Gateway.

At the October 3, 2016 council meeting, the City, following the recommendation of the architect, awarded the contract for the work of repairing these damages to Hoggatt, LP with their total bid proposal amount of \$46,965.

As per contract agreement, the City withheld a retainage amount of \$4,696.00 to be released when the work reached completion. The work has now been completed and staff is requesting that council approve the release of retainage to the contractor.

Fiscal/Budgetary Impact:

Funds will be drawn from Contingency Funds- Account No. 10-105-4510. The City has received insurance proceeds from TML Intergovernmental Risk Pool for the majority of the cost and anticipates additional insurance proceeds resulting from TMLIRP's subrogation efforts.

Staff is requesting that council accept completion of the project and approve release of retainage to the contractor.



Legislation Details (With Text)

File #: AUT 17-022 **Version:** 1 **Name:**
Type: Authorization **Status:** Agenda Ready
File created: 2/13/2017 **In control:** City Council
On agenda: 2/21/2017 **Final action:**
Title: Authorization to advertise and bid the Deer Park Animal Shelter and Adoption Center
Sponsors:
Indexes:
Code sections:
Attachments: [Deer Park Cost revised 2-14-17](#)

Date	Ver.	Action By	Action	Result
2/21/2017	1	City Council		

Authorization to advertise and bid the Deer Park Animal Shelter and Adoption Center

Summary:

On March 1, 2016 the city entered into a professional service contract with Quorum Architects to design a new animal shelter and adoption center. The design is complete and staff request authorization to advertise and bid the project. The estimated cost of construction is \$3,016,796, which includes two add alternates (\$45,000) and a three percent owner held contingency (\$85,049) for unanticipated item(s) during construction.

Fiscal/Budgetary Impact:

2015 Certificates of Obligation.

Council authorize staff to advertise and bid the Deer Park Animal Shelter and Adoption Center



Deer Park Animal Shelter

Opinion of Probable Cost-February 2017

Approximately 4,766 sf plus 2,721 sf canopy (7,487 total)

Construction Documents Only (*)

(Owner shall consider an annual escalation cost for bidding in late 2017 and beyond)

Description	Cost
Primary building	\$1,501,290
Canopy area (Outdoor Dog runs)	\$217,680
Pad preparation	\$29,948
Building cost summary	\$1,748,918
Site (Site Clearing, General Excavation & Final Grading)	\$50,000
6" Reinforced Concrete Paving (w/ concrete stabilized sand)	\$59,964
5" Reinforced Concrete Paving (w/ concrete stabilized sand)	\$24,167
Concrete Pilot Channel	\$9,975
Concrete Slope Paving	\$1,800
18" HDPE Storm Pipe	\$24,163
12" HDPE Storm Pipe	\$9,342
Detention Pond Excavation	\$7,650
Concrete Bumper Blocks	\$1,118
6" Concrete Curb	\$8,164
6" PVC Sanitary Sewer	\$6,519
2" PVC Water Line	\$2,009
Park CB-24 Grade Inlet	\$12,300
SWPPP	\$3,000
Fencing - chain link	\$7,200
4' sidewalk street and parking lot to building	\$5,200
Courtyard, plaza,(Masonry/Ornamental Iron Fence & Sod)	\$45,000
Landscape and irrigation allowance	\$0
Generator	\$40,000
Power service and distribution, site lighting	\$25,000
Site summary	\$342,571
Contractor General Conditions & Contractor Fees	\$144,000
Construction Sub total	\$2,235,489
Contractor Profit & Contingency (18%)	\$402,388
Add Alternate - Sally Port PEMB Canopy	\$30,000
Add Alternate - Synthetic Turf at GTK Courtyard	\$15,000
Contractor Profit & Contingency (18%) - For Add Alternates	\$8,100
CONSTRUCTION TOTAL	\$2,834,977

Minimum Owners' Project contingency (3% minimum)	\$85,049
Estimated and currently anticipated Soft Cost (TBD by Owner)	\$96,770
PROJECT TOTAL (estimated)	\$3,016,796

PRELIMINARY Soft Costs

Owner's Camera / Security System - Linsec	\$29,074.65
Owner's Access Control - Linsec	\$36,695.39
Electric service (placeholder) assume 3 phase is available	\$5,000
FF&E	\$7,500
Regulatory (TAS/ADA)	\$1,000
Fiber service & IT / Data Connectivity	\$10,000
Gas service (placeholder - assume 100' provided by gas co)	\$7,500

Soft Cost Subtotal \$96,770



Legislation Details (With Text)

File #: AUT 17-017 **Version:** 1 **Name:**
Type: Authorization **Status:** Agenda Ready
File created: 2/8/2017 **In control:** City Council
On agenda: 2/21/2017 **Final action:**
Title: Authorization to advertise and receive bids for Replacement of 10" Force Main at Harris County Flood Control District Unit B112-00-00

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
2/21/2017	1	City Council		

Authorization to advertise and receive bids for Replacement of 10" Force Main at Harris County Flood Control District Unit B112-00-00

Summary:

The Replacement of 10" Force Main at Harris County Flood Control District Unit B112-00-00 project will upsize the existing 10" aerial force main to a 12" force main in order to better manage sanitary sewer flow in the area. The existing main is outdated and deteriorated and therefore in need of replacement. Langford Engineering has provided the engineering work on this project and it is ready for bid.

The Engineer's Estimate for this project is \$40,300.

Staff is requesting that council authorize the Engineering Department to advertise and receive bids for this project.

Fiscal/Budgetary Impact:

Budget amendment to cover this cost is being presented to council at tonight's meeting.

Staff is recommending that council authorize Engineering to advertise and receive bids on the above mentioned project.



Legislation Details (With Text)

File #:	AUT 17-011	Version:	1	Name:	
Type:	Authorization	Status:		Agenda Ready	
File created:	1/27/2017	In control:		City Council	
On agenda:	2/21/2017	Final action:			
Title:	Authorization of a change in the capital improvements and equipment requested by Touchstone Golf, LLC.				
Sponsors:	Parks & Recreation				
Indexes:					
Code sections:					
Attachments:	06.28.16 Touchstone Capital Project List 2016 Capital Bid 2017 Proposed Capital Quote 2017 Cannon Repair Quotes				

Date	Ver.	Action By	Action	Result
2/21/2017	1	City Council		

Authorization of a change in the capital improvements and equipment requested by Touchstone Golf, LLC.

Summary:

During the term of the lease with Touchstone Golf, Touchstone originally agreed to pay at least two hundred thousand dollars (\$200,000.00) in the first lease year, and one hundred fifty thousand dollars (\$150,000.00) in the second lease year and one hundred thousand dollars (\$100,000.00) in the third lease year. To date, through the end of the third lease year, Touchstone has made capital contributions to the Battleground Golf Course in the amount of \$515,668.00 exceeding the required contributions by \$65,668.00.

On June 6, 2016 during a Golf Course Committee meeting, Touchstone requested assistance from the City for additional capital improvements and equipment that were needed at the course. On June 28, 2016, Mike Shoelen attended both the Workshop and Council Meeting and presented the request below. The City Council did authorize the requested funds for the capital improvement projects requested by Touchstone Golf, LLC. Since then Touchstone has purchased both the chemical storage building and the aerifier and have received quotes for the remainder of the projects which exceed the proposed funding. Below is a list of the capital improvements and equipment Touchstone asked the City to Fund and what has been completed to date:

	<u>Requested</u>	<u>Spent</u>
Chemical Storage Building	\$ 6,000	\$ 4,200.00
Deep Tine Aerifier	\$14,000	\$14,682.68
"Bird Baths" / Drainage on Greens	\$10,000	
Tree Removal	\$10,000	
Cart Path Drainage Improvements	\$ 5,000	
<u>Lake Bed Erosion Improvements</u>	<u>\$15,000</u>	
TOTAL	\$60,000	\$18,882.68

On January 13, 2017 during a Golf Course Committee meeting, Touchstone, after receiving bids exceeding the budget requested, asked the City to revise the capital improvement project priorities as follows based on new quotes for the revised scope of work:

Lake Bed Erosion Improvements	\$25,750.00
Driving range - replace mats with sod	\$ 6,920.00
<u>Driving range drainage repair</u>	<u>\$ 6,750.00</u>
TOTAL	\$39,420.00

During the same meeting, Touchstone requested that the City authorize and fund repairs to the symbolic cannon as follows:

Cannon Repair by Doyle Cowart	\$ 3,000.00
<u>Décor Wheel Replacements</u>	<u>\$ 1,292.27</u>
TOTAL	\$ 4,292.27

Mike Shoelen will once again be present at both the Workshop and Council Meeting to present the information and to answer any questions that you might have.

Fiscal/Budgetary Impact:

In June, the City authorized \$60,000.00 from the Golf Course Lease Fund (Fund 84) for the additional Capital Improvement projects. Additional funds are requested to cover the cost of the cannon repairs.

Fund Balance as of February 15, 2017	\$ 91,494.05
Revised Capital Improvements	\$ 39,420.00
<u>Cannon Repair</u>	<u>\$ 4,292.27</u>
Remaining Fund Balance	\$ 47,781.78

If the City authorizes the requested funds for the repair of the cannon, the remaining fund balance of \$47,781.78 will be available for emergency expenditures or other capital projects in the future.

Authorize the change in the capital improvements and equipment requested by Touchstone Golf, LLC as well as authorize the additional funds for the repair of the cannon.

Capital Project & Equipment Request for June 28, 2016 Council Workshop

- Chemical Storage -- \$6,000
- Deep Tine Aerifier -- \$14,000
- “Bird Baths”/Drainage on Greens – \$10,000
- Tree Removal -- \$10,000
- Cart Path Drainage -- \$5,000
- Lake Bed Erosion -- \$15,000

- *Range Cart – off set by Club Car cart lease refund*

Battleground Golf Course **Capital Expenditures Bid 2016**

	Jack Hargrove Construction	JGCC Golf & Sports Turf	VM Golf Services
Enlarge Tees #13 & #17	\$19,665.00	\$16,450.00	\$20,895.00
Sub-surface drain lines (approx 1175 lf)	\$7,755.00	\$22,306.25	\$21,435.00
Rip Rap Lake banks (approx. 1045 lf)	\$61,446.00	\$49,054.75	\$22,340.00
Lower collars	\$1,500.00	\$9,540.00	\$17,635.00

Total	\$90,366.00	\$97,351.00	\$82,305.00
Total minus rip rap	\$28,920.00	\$48,296.25	\$59,965.00



Battleground Golf Course
Deer Park, TX
Miscellaneous work

12/12/16

Mr. Mike Shoelen
General Manager
Battleground GC
Deer park, TX

Mike,
Pursuant to your request, the following is our quote for the work you have requested to be done.

The Work:

1. Lake slope repair- Fill eroded areas along approx. 250 lf of lake edge. Compact fill and cover with 12" of 6"-12" bull rock.
2. Driving range- Remove existing decomposed granite (for mates), replace with topsoil and sod with Tif419.
3. Driving range drainage- Install approx. 450 lf of French drain along back of range tee. Daylight discharge..

Pricing:

1. Lake slope repair-	\$ 25,750.00
2. Driving range tee repair-	\$ 6,920.00
3. French drain-	\$ 6,750.00
<u>Total cost of work-</u>	<u>\$ 39,420.00</u>

This proposal includes all labor, equipment and incidentals required to complete the project,

For further information or clarifications, please contact me at (915) 727-8544.

Sincerely,

Mike Perez
President

BID PROPOSAL FOR 1841 FIELD CARRIAGE + CANNON 6 POUNDER

BID INCLUDES ITEMS BELOW:

- ① PICK UP CANNON FROM GOLF COURSE
- ② DISMANTLE CANNON CARRIAGE
- ③ ALL IRON HARDWARE REMOVED, STRIPPED, PAINTED
- ④ ALL WOOD PIECES REPLACED:
 - ① LIMBER + TRAIL
 - ② BOTH CHEEKS
 - ③ AXLE
- ⑤ WHEELS TO BE SUPPLIED + PAID FOR BY OWNER
- ⑥ ALL WOOD TO BE REASSEMBLE
- ⑦ CANNON BARRELL TO BE PAINTED + REFITTED ONTO CARRIAGE
- ⑧ STAIN OR PAINT ALL WOOD PARTS:
 - ① THIS IS AT THE DECISION OF THE OWNER
- ⑨ CANNON CARRIAGE WILL BE RESTORED WITH SOLID OAK
- ⑩ DROP OFF CANNON + CARRIAGE @ GOLF COURSE

THE COWARTS WOULD LIKE TO SAY THANK YOU FOR CONSIDERING US
TO WORK ON YOUR FIELD CARRIAGE + CANNON.

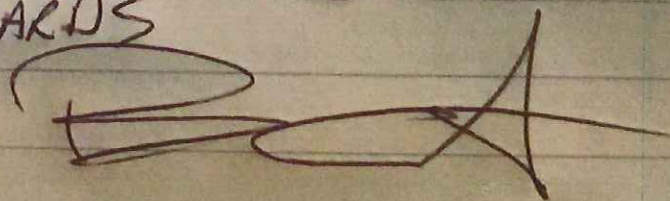
WE CONSIDER IT AN HONOR TO WORK ON SUCH A
HISTORICAL PIECE.

WE WANT TO SUBMIT A FAIR PRICE FOR ALL WORK

@ \$ 3000.00

BEST REGARDS

Doyle COWART JR



HANSEN WHEEL & WAGON SHOP

40979 245th St
Letcher, SD 57359

SALES ORDER

Date	S.O. No.
7/28/2016	2396

Name / Address
Mike Shoelen Battleground Golf Course at Deer Park 1600 Georgia Deer Park, TX 77536

Ship To

Customer Phone	Customer E-mail	Terms	Rep	Due Date	P.O. No.		
(281) 478-4653	mshoelen@battlegroundgolfcou...		Ardis	7/28/2016			
Item	Description	Ordered	U/M	Invoiced	Rate	Class	Amount
IWX057	Heavy Decor Wheel - 57 Dia - 3 in Steel Tire	2		0	525.00	Retail	1,050.00T
Freight Sale...	Freight Costs-Pallet weight 270lbs			0	242.27	Retail	242.27T

I, the customer, approve this order as outlined above and agree to the terms and conditions of the sale. 4% SD Sales Tax applicable only for on-site customer pickups or shipments

Signature _____



Legislation Details (With Text)

File #: AUT 17-018 **Version:** 1 **Name:**
Type: Authorization **Status:** Agenda Ready
File created: 2/9/2017 **In control:** City Council
On agenda: 2/21/2017 **Final action:**
Title: Authorization to purchase the services of SKE Construction LLC through the Buy Board for the Storm Drain Replacement Project
Sponsors:
Indexes:
Code sections:
Attachments: [Work Order/Price Proposal Detail](#)

Date	Ver.	Action By	Action	Result
2/21/2017	1	City Council		

Authorization to purchase the services of SKE Construction LLC through the Buy Board for the Storm Drain Replacement Project

Summary:

The storm drainage system underneath the Dow Park tennis court and pool filter system has become compromised and is in need of immediate repair.

SKE Construction LLC has provided engineering with a detailed scope of the work required to resolve this issue. In short, the contractor will fuse approximately 270' of 12" HDPE as well remove and replace 28' of 24" RCP storm drain that outfalls into the drainage ditch behind the tennis courts and pool at Dow Park. (see attached detailed scope of work)

SKE Construction LLC has provided a quote through the Buy Board totaling \$50,939.60

Fiscal/Budgetary Impact:

Funds for this project will be drawn from Fund 34: Bond Fund #34-410-4914 (Series 2007 Bonds).

Staff is recommending that council authorize the purchase of the services of SKE Construction LLC for the Storm Drain Replacement Project.



Work Order Signature Document

ezIQc Buy Board Contract No.: 520-16 Area C - SKE

☒

New Work Order

☐

Modify an Existing Work Order

Work Order Number.: 046490.00

Work Order Date: 01/30/2017

Work Order Title: City of Deer Park - Storm Drain Replacement

Owner Name: City of Deer Park

Contractor Name: SKE Construction, LLC

Contact: Brent Costlow

Contact: Morgan Early

Phone: 281-838-9969

Phone: 281-585-4100

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of ezIQc Buy Board Contract No 520-16 Area C - SKE.

Brief Work Order Description:

Storm Drain Replacement Project.

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply:

☐

Will not apply:

☒

Work Order Firm Fixed Price: \$50,939.60

Owner Purchase Order Number:

Approvals

Owner

Date

Contractor

Date

Detailed Scope of Work

To: Morgan Early
SKE Construction, LLC
15812 Drifting Rose Dr
Cypress, TX 77429
281-585-4100

From: Brent Costlow
City of Deer Park
701 E San Augustine
Deer Park, TX 77573
281-838-9969

Date Printed: January 30, 2017

Work Order Number: 046490.00

Work Order Title: City of Deer Park - Storm Drain Replacement

Brief Scope: Storm Drain Replacement Project.

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Scope of work:

1. Mobilize the above list equipment
2. Demo- Remove/Replace 3-Precast 2'x2'x4' w walk grate SD inlet; Remove/Replace 2-Pour-inplace custom SD inlets w grate
3. Jet/Cleaning of 270' of 16" Storm drain pipe.
4. Fuse 12" sdr 11 dips HDPE pipe approx. 270'; Pull in pipe via 800G 2 pulls with 2 setups and 2 tale ditches. Remove and put back chain-link fence on Westside of tennis court. Remove and put back chain-link fence on Westside of Pool equipment.
5. Install 100' foot of SW3P fence.
6. Remove and replace 28' of 24" RCP storm drain to outfall in ditch. Use 15 ton of stabilized sand to bed and compact stabilized sand
7. Saw cut approx. 100' LF of 6" concrete with rented saw.
8. Demo-Remove/Replace 17'x30' ditch bank (slope paving) concrete; Haul off concrete. Stabilize base of bank with approx. 40ton of stabilized sand. Install #3 rebar on 12" center on chairs and control joints form for 30' 1'x1' footer. Undercut and dowel into existing concrete. Pour 540SF of 6" 3500psi concrete.
9. Remove/Replace 75'x3' tennis court floor 4" with #3 rebar undercut and doweled.
10. Remove SW3P fence and install 250sy of sod
11. Demob all equipment.

Equipment to be utilized for Deer Park Sliplinning:

JD310 w forks and 8K hammer • Bobcat 680 w bucket and forks • Kubota rubber track 161 and 080 • McElroy 4-12 w DIPS inserts • TT 800G w 300' of rod, 12" pulling head and 10" expander • 2- 12yd dump truck for haul off and stabilized sand/pipe bedding • 85CMF air compressor w hose and hammer • 5500w Generator, saws, hand tools, chainsaws, • Ford 550 w pull trailer and haul trailer • Sprinter tool van • Dodge 2500 and Ford 350

Subject to the terms and conditions of JOC Contract **520-16 Area C - SKE**.

Detailed Scope of Work Continues..

Work Order Number: 046490.00

Work Order Title: City of Deer Park - Storm Drain Replacement

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date: January 30, 2017

Re: IQC Master Contract #: 520-16 Area C - SKE
Work Order #: 046490.00
Owner PO #:
Title: City of Deer Park - Storm Drain Replacement
Contractor: SKE Construction, LLC
Proposal Value: \$50,939.60

Section - 01	\$6,912.60
Section - 02	\$590.40
Section - 03	\$4,080.00
Section - 31	\$8,537.40
Section - 32	\$2,962.13
Section - 33	\$27,857.07
Proposal Total	\$50,939.60

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Contractor's Price Proposal - Detail

Date: January 30, 2017

Re: IQC Master Contract #: 520-16 Area C - SKE
 Work Order #: 046490.00
 Owner PO #:
 Title: City of Deer Park - Storm Drain Replacement
 Contractor: SKE Construction, LLC
 Proposal Value: \$50,939.60

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Section - 01					
1	01 22 23 00 0256		WK	1,500 LB Capacity, 60" Wide, Skid-Steer Loader (Bobcat) With Full-Time Operator	\$2,428.75
			Installation	Quantity 1.00 x Unit Price 2,428.75 x Factor 1.0000 = Total 2,428.75	
				Equipment for Material and Equipment placement, to include 800G	
2	01 22 23 00 0309		WK	1/2 CY Hydraulic Excavator With Full-Time Operator	\$3,883.85
			Installation	Quantity 1.00 x Unit Price 3,883.85 x Factor 1.0000 = Total 3,883.85	
				Equipment for Excavating and Loading Debris Haul off	
3	01 71 13 00 0003		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed Includes delivery of equipment, off loading on site, rigging, dismantling, loading and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with >40' boom lengths, etc.	\$600.00
			Installation	Quantity 2.00 x Unit Price 300.00 x Factor 1.0000 = Total 600.00	
				Mob & Demob	
Subtotal for Section - 01					\$6,912.60
Section - 02					
4	02 41 19 13 0055		LF	Saw Cut Rod Reinforced Concrete Slab Up To 4" Depth	\$590.40
			Installation	Quantity 205.00 x Unit Price 2.88 x Factor 1.0000 = Total 590.40	
				Saw Cut Tennis Court and Canal Bank concrete	
Subtotal for Section - 02					\$590.40
Section - 03					
5	03 21 11 00 0121		LF	#5, Grade 40, Slab On Grade, Steel Reinforcement Bar	\$1,326.00
			Installation	Quantity 1,700.00 x Unit Price 0.78 x Factor 1.0000 = Total 1,326.00	
				Rebar for Canal Bank & Tennis Court concrete	
6	03 31 13 00 0005		SF	6" 3,000 PSI Slab On Grade Concrete Slabs Assembly	\$2,754.00
			Installation	Quantity 510.00 x Unit Price 5.40 x Factor 1.0000 = Total 2,754.00	
				Canal Bank Concrete	
Subtotal for Section - 03					\$4,080.00
Section - 31					

Work Order Number: 046490.00
Work Order Title: City of Deer Park - Storm Drain Replacement

Contractor's Price Proposal - Detail Page 2 of 3
1/30/2017

Contractor's Price Proposal - Detail Continues..

Work Order Number: 046490.00

Work Order Title: City of Deer Park - Storm Drain Replacement

Section - 33

19	33	41	13	00	0007	LF	24" Diameter Class 3 Reinforced Concrete Pipe Without Gaskets									\$1,417.64
						Installation	Quantity		Unit Price		Factor		Total			
							28.00	x	50.63	x	1.0000	=	1,417.64			
20	33	41	13	00	0007	0005	MOD	For Class 4, Add								\$84.00
						Installation	Quantity		Unit Price		Factor		Total			
							28.00	x	3.00	x	1.0000	=	84.00			
21	33	41	13	00	0042	EA	24" Diameter Concrete Pipe Joint Gasket									\$191.80
						Installation	Quantity		Unit Price		Factor		Total			
							28.00	x	6.85	x	1.0000	=	191.80			
22	33	44	13	13	0019	EA	4' Deep, 4' x 4' x 8" Thick Wall, Cast In Place, Grate Drop Inlet Basin									\$3,988.66
						Installation	Quantity		Unit Price		Factor		Total			
							2.00	x	1,994.33	x	1.0000	=	3,988.66			
							Cast-in-place inlet with Walk Grate									
23	33	44	13	13	0237	EA	24" Pipe, Precast Concrete Headwall									\$429.92
						Installation	Quantity		Unit Price		Factor		Total			
							1.00	x	429.92	x	1.0000	=	429.92			
24	33	44	13	13	0276	EA	24" x 24" Cast Iron Curb Inlet Frame And Cover									\$2,269.59
						Installation	Quantity		Unit Price		Factor		Total			
							3.00	x	756.53	x	1.0000	=	2,269.59			
							Precast Inlets with Walk Grate									

Subtotal for Section - 33

\$27,857.07

Proposal Total

\$50,939.60

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.



Subcontractor Listing

Date: January 30, 2017

Re: IQC Master Contract #: 520-16 Area C - SKE
Work Order #: 046490.00
Owner PO #:
Title: City of Deer Park - Storm Drain Replacement
Contractor: SKE Construction, LLC
Proposal Value: \$50,939.60

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00



Legislation Details (With Text)

File #: PUR 17-006 **Version:** 1 **Name:**
Type: Purchase **Status:** Agenda Ready
File created: 2/2/2017 **In control:** City Council
On agenda: 2/21/2017 **Final action:**
Title: Consideration of and action on the purchase and installation of wellness equipment from Total Recreation Products, Inc. in McHenry Park at the E.M. Maxwell Adult Center.

Sponsors:

Indexes:

Code sections:

Attachments: [TM-12059-16 Rev 2 City of Deer Park - Fitness Equipment](#)
[TM-12059-16-1A1R2](#)

Date	Ver.	Action By	Action	Result
2/21/2017	1	City Council		

Consideration of and action on the purchase and installation of wellness equipment from Total Recreation Products, Inc. in McHenry Park at the E.M. Maxwell Adult Center.

Summary:

During the workshop, the Southeast Texas Housing Finance Corporation will present a check to the City of Deer Park for the purchase and installation of wellness equipment from Total Recreation Products, Inc. to be placed in McHenry Park at the E.M. Maxwell Adult Center through the BuyBoard (#423-13).

Fiscal/Budgetary Impact:

Funds are being donated by the Southeast Texas Housing Finance Corporation for the project.

Authorize the purchase and installation of wellness equipment from Total Recreation Products, Inc. through the BuyBoard.



by Total Recreation Products, Inc.
 17802 Grant Road Cypress, Texas 77429
 Phone: 281-351-2402
 Toll Free: 800-392-9909
 Fax: 281-351-2493

QUOTE
 #76639

01/26/2017

TM-12059-16 Rev 2 City of Deer Park - Fitness Equipment

City of Deer Park
 Attn: Jacob Zuniga
 610 E. San Augustine
 Deer Park, TX 77536
 Phone: 281-478-2050
 Fax: 281-479-8091
 jzuniga@deerparktx.org

Ship To Zip: 77304

Quantity	Part #	Description	Unit Price	Amount
1	RDU	Game Time - Fitness Equipment (3) 13565 -- Fitness Sign Post For Sticker (1) 14900 -- Assisted Balance Walk (1) 14901 -- Assisted Step Trainer (1) 14902 -- Assisted Functional Trainer (1) 14903 -- Step Around Station (1) 14904 -- Skill Trainer (1) 13246S -- Hand Cycle (Surface Mount) (1) 13248S -- Recumbent Cycle (Surface Mount) (1) 13255S -- Elliptical (Surface Mount) (1) 13555S -- Chest Press Single - Surface Mount (1) 13556S -- Lat Pull Down Single - Surface Mount	\$29,471.00	\$29,471.00
1	RFQ22431	GT-Impax - 980 SF Poured in Place Surfacing, 50/50 Standard EPDM Color - Aromatic Binder. 0.5" System Depth to Accommodate 0' CFH. - <i>Pricing includes \$1,094.10 discount, freight, and installation.</i>	\$8,559.28	\$8,559.28
1	INSTALL	Game Time - Installation of Above Equipment - <i>Installation of Above Equipment Only; Site work includes the installation of 980 SF Concrete slab for fitness equipment, and 20' of 4' wide sidewalk. No other site work, demolition or concrete work included. Acquisition of any and all permits is the sole responsibility of the customer.</i>	\$15,140.04	\$15,140.04

01/26/2017

Freight Calculated to Installer Address

SubTotal: \$53,170.32
Discount: (\$5,304.78)
Estimated Freight: \$2,134.46
Total Amount: \$50,000.00

DUE TO FLUCTUATING FUEL COSTS, FREIGHT SHOWN IS ESTIMATED FREIGHT. ACTUAL FREIGHT WILL BE DETERMINED AT THE TIME OF YOUR ORDER. PLEASE FEEL FREE TO CONTACT US TO VERIFY CURRENT FREIGHT CHARGES PRIOR TO PLACING YOUR ORDER.

Contract: Buy Board Contract #512-16

Important Terms & Conditions - Please Review

To place an order, you must provide one of the following: a Purchase Order assigned to GameTime; or this Price Quotation, signed by an authorized purchaser, with a check made payable to GameTime. GameTime will also accept payment by Visa, MasterCard, or American Express. A current approved credit application is required for Net 30 terms.

This quotation explicitly excludes any and all items not expressly specified or identified above. No other product, equipment, or service is included, regardless of any Contract Document, Contract Section, Plans, Specifications, Drawing, or Addendum. Delivery for most GameTime equipment is approximately 5-6 weeks after all order documents have been received and payment terms have been approved. A current, approved credit application is required for N30 terms. To place an order, you must provide a purchase order or a signed Total Recreation Products, Inc. (hereafter described as TRP) quote, assigned to GameTime. Neither general contractor nor subcontractor contracts can be accepted. Purchase documents that contain indemnity or hold harmless conditions cannot be accepted. Retainage is not permitted. The following must be received before your order can be processed: complete billing and shipping addresses, a contact name and phone #, and all color choices. Manufacturer's colors may vary from year to year. You are responsible for ensuring that any required submittal approvals are completed before placing your order for processing. TRP reserves the right to limit submittals to one copy. Shop drawings, blueprints, sepias, are not available. Closeout documents may be limited to GameTime or TRP standard issue. If Sales Tax Exempt, a copy of your tax exemption form or resale certificate must accompany your order, or any applicable sales tax, will be added to your invoice. Most GameTime products are shipped from the Ft. Payne, AL plant. GameTime cannot hold orders or store equipment. Equipment is invoiced when shipped. If a cash sale, your payment must be received in full before the order will be processed. Contractors must also provide copies of current, fully executed bid/performance/payment bonds, as applicable. Pricing shown does not include any charges for permits, bonding, prevailing wage, or additional insured certifications. Unless otherwise noted, any quantity of surfacing or playcurbs quoted has been calculated specifically for the equipment and layout shown. No additional surfacing or curbing is included, and no allowance has been made, for an unlevelled, convoluted or larger site, or for a different layout. Neither GameTime nor TRP is responsible for any surface, curbing, border, or drain that is provided by others. Also please confirm that your area is adequate for the equipment that you are purchasing.

Installation charges, if quoted, are for a "standard" installation unless specifically noted to be otherwise. Installation charges are due upon completion. Standard installations are based upon a soil work site, that is freely accessible by truck, (no fencing, tree/landscaping or utility obstacles, etc.), and level, (+/- 1-2% maximum slope). An accessible water source must be available to the installer. Any site work that is not expressly described is excluded. Standard installation does not include any extra or additional machinery, drillers, etc., for rock excavation. If rock conditions are encountered, additional charges will apply. Standard installations generally require from 2-10 business days to complete, depending upon the amount and type of equipment, site conditions, weather, and the installer's schedule. Work may or may not be performed in consecutive days. Playcurbs are staked in, not set in concrete. Engineered wood fiber and shredded rubber surfacings are spread, not compacted, rolled, or watered. Landscape timbers are not warranted. The Customer is responsible for locating and clearly marking all underground utilities in the installation area before any installation work can begin. The installer is not responsible for damages, repairs, or discontinuance of business due to damaged utilities. If applicable, sprinkler system locates, re-working and repairs are excluded from installation charges. Installation of all products, (equipment, borders, fall surfacing and amenities) are as quoted and approved by acceptance of quotes and drawings. As a precautionary measure, work in progress areas will be taped off at the end of the workday. Pier spoils from installation shall be spread at site, site will be left rough grade. The installer is not responsible for any damages or re-work resulting from after hours events or activities during the work in progress period. Temporary fencing is only provided by specific request, and additional charges will apply. Collectively and/or individually, not the manufacturer, TRP, their representatives, nor the installation company shall be held liable for any damages resulting from misuse, vandalism, or neglect. Any deviations from approved and accepted placement of all items, along with additional work, over and above quoted items, will be chargeable to the customer. Once work is completed the customer will be notified if present at the job site, and all responsibility of any new work will be transferred to the customer. The customer is responsible for maintaining the integrity of completed installation work until all components have seated and/or cured (concrete footings, etc.). Your project site must be completely prepared and ready to receive your equipment before any installation work begins. Acquisition of any and all permits is the sole responsibility of the customer. Additional charges may be billed for any extra hours or trips needed as a result of the work site not being ready. Neither the installation contractor, GameTime nor TRP will be responsible for delays caused by shortages, incorrect parts, weather conditions, other contractors, or lack of site readiness.

01/26/2017

If you are receiving your equipment, you are responsible for unloading and accepting delivery from the freight company and reporting any damaged freight or shortages on the freight bill at the time. You will also be responsible for a complete inventory of your received equipment and reporting any discrepancies to us immediately. Neither the freight company nor the manufacturer will resolve shipment discrepancies that are not reported immediately. Make sure that all items have been received before any type of installation work is scheduled. The freight carrier will be instructed to call your designated contact 24 hours before delivery to arrange a delivery appointment.

Once accepted, orders can only be changed or canceled with the consent of GameTime and TRP, and on terms that will indemnify them against loss. Changed or canceled orders are subject to a \$100.00 service charge. Additionally, canceled orders are subject to a 25% restocking fee, plus freight charges (to and from). Built-to-order equipment orders are non-cancelable. Changes to orders that have been shipped and invoiced are subject to the above \$100.00 service charge plus additional restocking/return charges of 25%. Non-returnable items shall be charged at full invoice value. Any return transportation charges shall be for the Buyer's account. Replacement parts are also subject to the cancellation/returns policy. Please carefully review any research information that has been sent to you and confirm that you are ordering the correct replacement parts for your equipment. This quotation is valid 30 days. After 30 days, please request an updated quote. Prices may be subject to material and fuel surcharges at the time of shipment and are subject to change without notice. Current prices will apply at the time of shipment. Acceptance of this quote indicates your agreement to GameTime's credit terms, which are net 30 days, FOB shipping with approved credit. Any deviations from this proposal may invalidate the quoted pricing and/or terms.

THIS QUOTATION IS SUBJECT TO POLICES IN THE CURRENT GAMETIME PARK AND PLAYGROUND CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO GAMETIME, C/O TOTAL RECREATION.

Please complete and return with your required form of payment:

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

Facsimilie: _____

Purchase Amount: **\$50,000.00**

Order Information:

Bill To: _____

Ship To: _____

Company: _____

Company: _____

Attn: _____

Attn: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Contact: _____

Contact: _____

Email Address: _____

Email Address: _____

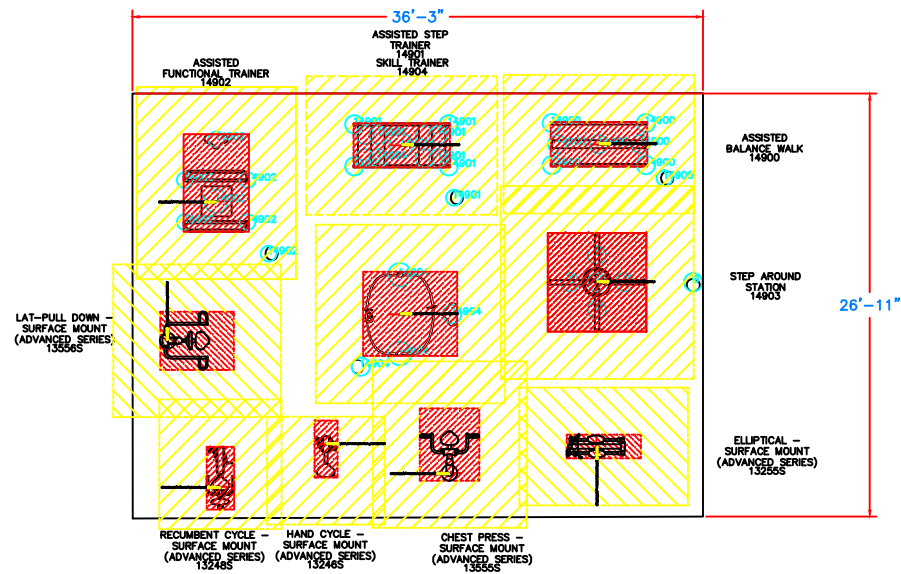
Tel: _____

Tel: _____

Fax: _____

Fax: _____

For non-taxable purchases: Please also provide a copy of your Sales Tax Exemption Certificate or Resale Certificate.



SURFACING		CURBING	
TYPE	PIP	TYPE	N/A
SQ. FT	980	LN. FT	127
DEPTH	1"	HT	N/A

GameTime
A PLAYCORE company
150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com



City of Deer Park
Senior Fitness Center
Deer Park, TX
Representative
Total Recreation Products, Inc.

This unit includes play events and routes of travel specifically designed to meet the 2010 DOJ ADA (Americans with Disabilities Act) Standards for Accessible Design.

Total Elevated Play Components
Total Elevated Play Components Accessible By Ramp
Total Elevated Components Accessible By Transfer
Total Accessible Ground Level Components Shown
Total Different Types Of Ground Level Components

- Required -
- Required -
- Required -
- Required -

This play equipment is recommended for children ages
Adult

Minimum Area Required:
36' 3" x 26' 11"
Scale:
This drawing can be scaled only when in an 18" x 24" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. Consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
MG
Date:
01/26/2017
Drawing Name:
TM-12059-16-1A1R2



Legislation Details (With Text)

File #: GRT 17-001 **Version:** 1 **Name:**
Type: Grants **Status:** Agenda Ready
File created: 2/10/2017 **In control:** City Council
On agenda: 2/21/2017 **Final action:**
Title: Consideration of and action on authorizing the Library to submit a grant application for 2018 Impact Grant through the Texas State Library and Archives Commission.

Sponsors:

Indexes:

Code sections:

Attachments: [2018 Grant Guidelines](#)

Date	Ver.	Action By	Action	Result
2/21/2017	1	City Council		

Consideration of and action on authorizing the Library to submit a grant application for 2018 Impact Grant through the Texas State Library and Archives Commission.

Summary:

Discussion to seek permission to apply for an Impact Grant under the Business/Workforce Development and Digital Literacy 2018 Focus Area. The grant would provide funds for the Library to purchase National Center for Construction Education and Research (NCCER) trainee guides to enhance our program offerings for patrons seeking to work in industrial fields. In addition to purchasing these materials, the Library will collaborate with experts to inform patrons on subjects relevant to industrial work. New classes, branded as "The Industrial Intelligence Series," will be taught in the Library's technology lab along with our other career and technology classes. The addition of the trainee guides will allow us to target these patrons and make a significant contribution to workforce development in the community. The library will seek up to \$10,000 to purchase these materials, which cost considerably more than an average best seller.

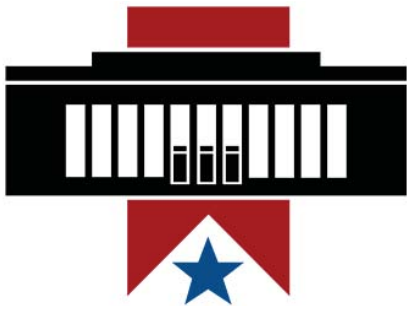
The Library plans to partner with organizations in the area such as San Jacinto College, SCORE and Workforce Solutions to hold industrial career classes in the tech lab. Subjects will include how to get a job in the petrochemical industry, preparing for the NCCER assessments, knowing what areas are in demand and what it is like to work at the plants. These classes will be held in the Library's technology lab along with our regular career and technology classes.

If the Impact Grant is awarded, the City will be reimbursed for the expenses incurred in this purchase.

Fiscal/Budgetary Impact:

No budgetary impact. If grant is approved, the City will be reimbursed for all expenditures.

Authorize submittal of reimbursement grant application



**TEXAS STATE LIBRARY
AND
ARCHIVES COMMISSION**

Notice of Funding Opportunity

State Fiscal Year (SFY) 2018



Impact Grant Program Guidelines

Application Due Date:
Monday, March 6, 2017

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**Comments regarding the programs and services of the
Texas State Library and Archives Commission can be addressed to:
Director and Librarian**

**P. O. Box 12927 ♦ Austin, Texas 78711-2927
512-463-5460 ♦ 512-463-5436 fax**

Cover: Street scene in Desdemona, TX, during oil boom, ca. 1919. Photo by John D. Waring, Jr. *Prints & Photographs Collection, #1966/160-1, Texas State Library and Archives Commission.*

A. Program Description

Want to try out a new idea for serving your community? Want to implement a best practice that will improve service delivery? Have an innovative notion you want to test? The new **Impact Grants for Library Innovation and Improvement** may be just what your library needs. Focused on broad community needs for economic recovery, early childhood literacy, and electronic access to information, **Impact Grants** are designed to distribute funding as broadly as possible to impact lives all across Texas.

Goals and Purposes (13 TAC §2.910)

The purpose of this grant is to encourage libraries to create or expand their programming and services in innovative ways that directly impact the lives of Texans. The grant provides seed funding for new library programming or services, or to improve existing programming and services that support best practices in the field.

The programming must be new to the library's community, or improve existing services, and must be sustainable after the first year of grant funding with other or local resources. Libraries or library systems may be awarded more than one grant in a single grant cycle provided the applications are in different focus areas. Applicants will not be awarded a grant for the same, or nearly the same, project in two consecutive grant cycles.

Applications for FY 2018 will be accepted in three focus areas:

1. Business/Workforce Development and Digital Literacy
2. Family and Early Childhood Literacy
3. E-content Access and Delivery

These focus areas address state needs and goals as identified in the Texas LSTA 5 Year Plan (www.tsl.texas.gov/sites/default/files/public/tslac/ld/pubs/lstaplan/LSTA2013_Final.pdf).

Successful applicants will use the uniform outcome and measure described under each focus area to report the impact of the programming on the library's community to the Texas State Library and Archives Commission (TSLAC). TSLAC will provide the necessary evaluation instruments for grantees.

2018 Focus Areas

1. Business/Workforce Development and Digital Literacy (Impact 1)

This focus area supports library programs designed to enhance Texas business and workforce development, including entrepreneurial endeavors, and improve the technology skills of Texans so that they may use computers and online/electronic resources to enhance their economic and personal goals. The grant may fund expenses such as: equipment and supplies to establish a business and/or workforce development center at the library (e.g., computer stations) or mobile digital literacy training lab; staff or contract personnel to provide training; or staff training to acquire in-house skills to deliver training to patrons. Projects that include collaboration with local Workforce offices, chambers of commerce, community organizations, other libraries, or businesses will be given preference.

Need

Texans of working age need access to resources and services for business and workforce development in order to prosper.

Goal

Texans will enhance their business and workforce development, including entrepreneurial endeavors, through use of materials and services at their libraries.

Outcome

Library patrons in project-sponsored programs improve their technology and/or business skills.

Measure

The number of project participants who report, using a Likert scale survey, that they feel more confident in their basic computer skills, searching databases/online information, online workforce/job skills, business management, or other specified computer/technology skills upon program completion.

2. Family and Early Childhood Literacy (Impact 2)

This focus area supports library-sponsored family and early childhood literacy programs to help Texans build a strong foundation for early learning, success in school, and lifelong learning. Funds may support expenses such as: staff or contract personnel to provide programming, staff training to acquire in-house skills to deliver programming, and equipment and supplies to provide such programs, including early literacy computers and programs. Use of best practices such as *Día (El Día de los niños/El día de los libros, Born to Read — It's Never Too Early to Start! (www.ala.org/alsc/issuesadv/borntoread)*, *Every Child Ready to Read (www.everychildreadytoread.org/)*, or other model library programs are encouraged. Projects that include collaboration with local Workforce and Head Start offices, community organizations, other libraries, or businesses will be given preference.

Need

Texans of all ages need access to services and resources to further their formal and informal learning goals.

Goal

Texans will have access to library services to build a strong foundation for early learning, success in school, and lifelong learning.

Outcome

Texas parents or caregivers and children in project-sponsored programs acquire skills that enhance family and early childhood literacy.

Measure

The number of parents or caregivers who report, using a Likert scale survey, that they feel more confident with family and/or early childhood literacy skills and value the library as a contributor to their quality of life and that of their children.

3. E-content Access and Delivery (Impact 3)

This focus area supports library services to enhance library patrons' access to electronic information and materials. Funds may support expenses such as: equipment (e.g., e-book readers or tablet computers); e-content; adoption of mobile technology or other new technology that enhances patron access; staff training to provide patron assistance with e-content; and supplies to provide programs or training to library patrons. Some potential programs may include enhanced children's and youth services programs, working with patrons to create their own contributed e-content, roving reference, and digital collection development. For projects that include acquisition of e-content (e.g., e-books), those projects that share e-content as part of a consortium or group will be given preference.

Need

All Texans and Texas communities need access to Internet-connected resources and services and the support they need to use them successfully.

Goal

Texans and Texas communities will have access to Internet-connected resources and services through Texas libraries to meet community and personal goals and the support they need to use them successfully.

Outcome

Texans have enhanced access to electronic information and/or materials.

Measure

The number of library patrons using funded materials/services that report, using a survey, enhanced access to and satisfaction with information and/or materials to meet educational, economic, or other personal goals.

B. Award Information

Approximately \$250,000 is expected to be available for Impact Grants, subject to approval by the Texas State Library and Archives Commission and the availability of funds. Funding is provided by the federal Institute of Museum and Library Services (IMLS) as a subaward of IMLS' Grants to States Program under the Library Services and Technology Act.

Federal Award Identification Number (FAIN): LS-00-17-0044-17

Catalog of Federal Domestic Assistance (CFDA) Number: 45.310

Maximum Award

Applications of all sizes are encouraged up to \$10,000. While the request may be part of a larger program, awards will not exceed \$10,000.

Length of Funding

Funding will be for one state fiscal year (September 1, 2017–August 31, 2018).

C. Eligibility Information

Through their governing authority, accredited public libraries, local public library systems, libraries that are members of the TexShare Library Consortium, or non-profit organizations that are applying on behalf of accredited libraries and/or TexShare members, are eligible to apply for funds. Public library applicants must be accredited by the Texas State Library and Archives Commission for the fiscal year in which the grant contracts are issued. Libraries and library systems will not be awarded grants in the same focus area in consecutive years.

There is no requirement for cost sharing, matching funds, or cost participation with this grant program.

Applicants may be awarded more than one Impact grant in a single grant cycle provided the applications are in different focus areas. Applicants will not be awarded a grant for the same, or nearly the same, project in two consecutive grant cycles.

Eligible Expenses

This grant program may fund costs for staff, equipment**, capital expenditures, supplies, professional services, and other typical operating expenses, as permitted by 13 TAC §2.116 (Uniform Grants Management Standards). The grant may also cover indirect costs as permitted in 2 CFR 200.

The purpose of this grant is *not* for collection development or other activities primarily focused on the acquisition of library materials or resources, or digitization projects, except as noted in the grant guidelines.

**** Equipment costing \$5,000 or more per unit will require approval from IMLS before purchase.**

Ineligible Expenses

This grant program will NOT fund the following costs:

- a. Building construction, renovation, or repair, including fixtures and services
- b. Food, beverages, or food delivery equipment or services
- c. Awards, honoraria, prizes, or gifts
- d. Equipment or technology not specifically needed to carry out the goals of the grant
- e. Transportation/travel for participants or non-grant funded personnel
- f. Databases currently offered or similar to ones offered by the agency (i.e., a magazine index database may not be purchased if a comparable one is provided by the agency)
- g. Collection development purchases not targeted directly to the grant goals nor integral to the service program
- h. Advertising or public relations costs not directly related to promoting awareness of grant-funded activities
- i. Performers or presenters whose purpose is to entertain rather than to educate
- j. Other expenses as excluded in the guidelines

D. Application and Submission Information

TSLAC strongly encourages potential applicants to attend or review the archives of three webinars to learn more about the competitive grant programs and process (www.tsl.texas.gov/ld/workshops/webinars/index.html):

- *2018 Funding Opportunities — TSLAC Competitive Grants* — Thursday, January 12, 2017; 2-3:30 p.m.
- *Applying for TSLAC Competitive Grants: What You Need to Know for FY 2018* — Thursday, January 19, 2017; 2-3:30 p.m.
- *Applying for TSLAC Competitive Grants Q & A* — Tuesday, February 7, 2017; 2-3 p.m.

Project Development and Draft Review

The Texas State Library and Archives Commission (TSLAC) recommends that applicants discuss their projects with TSLAC staff before developing a proposal. TSLAC consultants are available to help throughout application development and in determining the best grant program for your project. For more information, contact Erica McCormick at 512-463-5527 or via e-mail at grants@tsl.texas.gov.

TSLAC also strongly encourages applicants to submit a draft of the proposal to TSLAC for review. TSLAC has created a Microsoft® Word® grant application template, available on the TSLAC website at <https://www.tsl.texas.gov/ld/funding/index.html> for applicants to use in preparing a draft which can then be used to populate the online application.

To allow adequate time to review the draft proposal, submit the draft via e-mail to grants@tsl.texas.gov, with the subject line “2018 Draft Proposal,” **by Friday, February 10, 2017.**

Grant Management System (GMS) Access

TSLAC uses a grant management system or GMS that enables applicants to apply for grants electronically through a web portal at <https://grants.tsl.texas.gov>. Applications and required documents must be submitted in GMS by the due date in order to be eligible for consideration. To submit your application online, you must have an active GMS account. To create or activate an account, please have your director send an e-mail requesting access with your name and contact information to grants@tsl.texas.gov. The e-mail should reference “GMS Access” in the subject line. TSLAC staff will review the request and grant appropriate access.

If needed because of difficulty using the Internet or for other accessibility reasons, potential applicants may request paper copies of materials from Erica McCormick, TSLAC Grants Administrator, at 512-463-5527, via e-mail at grants@tsl.texas.gov.

Application Components

The grant application consists of the following components to be submitted in GMS (unless noted):

1. Application certification form (print, sign, and upload)
2. Program narrative and budget
3. Children’s Internet Protection Act (CIPA) certification form (print, sign, and upload)
4. Letters of cooperation (if applicable) — If the project is collaborative in nature, letters of cooperation indicating commitment of time, funds, volunteers, or other resources must be submitted from all participating organizations. Letters should be addressed to Erica McCormick, Grants Administrator, TSLAC, P. O. Box 12927, Austin, Texas 78711-2927. Applicants are encouraged to upload letters in GMS.
5. Letters of support (optional) — A maximum of three (3) letters of general support may also be submitted. Letters should be addressed to Erica McCormick, Grants Administrator, TSLAC, P. O. Box 12927, Austin, Texas 78711-2927. Applicants are encouraged to upload letters in GMS.

Other requirements

Before submitting an application, the applicant organization must have a current and active D-U-N-S® Number and SAM.gov (System for Award Management) registration. Check your materials and registrations well in advance of the application deadline to ensure that they are accurate, current, and active.

If your D-U-N-S® and SAM registrations are not active and current at the time of submission, your proposal will be rejected; if they are not active and current at the time of an award, your proposal cannot be funded.

Information on how to obtain a DUNS number may be found on D&B's website (fedgov.dnb.com/webform) or by calling D&B, toll-free, at 866-705-5711. Information regarding SAM registration may be found at www.sam.gov. Obtaining a DUNS number and registering in SAM.gov is free.

Who can submit the online application?

Any individual authorized to use GMS and having the correct security role will be able to submit the application in GMS. Applicants will still be required to submit the signed application certification in GMS. The application certification must be signed by an individual authorized to enter into contracts with the State of Texas (e.g., county judge, city manager, etc.).

Deadline and Submission

Completed applications and ***all*** required documents must be submitted in GMS **by 11:59 p.m. Central Time, Monday, March 6, 2017**. *Please be advised that technical support will not be available after 5 p.m., Monday, March 6, 2017.*

In the event that you are unable to submit your application and/or required documentation via GMS, you may submit documents via mail, e-mail, or fax. Please send to the attention of: **2018 Grants, Library Development & Networking Division**, via e-mail to grants@tsl.texas.gov, fax at 512-936-2306, or mail to Library Development & Networking Division, TSLAC, P. O. Box 12927, Austin, TX 78711, (TSLAC street address: 1201 Brazos, Austin, TX 78701).

Late submissions may be considered for review on a case-by-case basis following the TSLAC protest procedures as outlined in Section F (13 TAC §2.55) and decision by the Director and Librarian.

Program Timeline

January 2017	Guidelines released
February 10, 2017	Draft proposals due to TSLAC for review (recommended, but not required)
March 6, 2017	Applications and required forms due in GMS
April/May 2017	Application packets evaluated by Grant Review Panel
June 2017	Applicants notified of Grant Review Panel recommendations
August 2017	Commission meets and approves projects; Contracts issued
September 1, 2017	Projects begin
August 31, 2018	Projects end

E. Application Review Information

Criteria for Award

This grant program is competitive. The Grant Review Panel will score proposals on the 11 criteria listed below (13 TAC §2.912). The maximum number of points for each category is shown.

The detailed scoring rubric that will be used by the Impact Grant Review Panel is provided on the following pages.

- 1. Applicant Information (10 points)**
Describe your library, mission, strategic goals, and capacity to complete the project successfully.
- 2. Community Need (10 points)**
Describe the community you serve, why the program is needed, and the targeted audience; also describe how the need was determined.
- 3. Project activities (20 points)**
Describe project activities from start to finish. Projects that include collaboration or acquire e-content as part of a consortium or group will be given preference.
- 4. Innovation or Improvement (5 points)**
Describe how the project is innovative for your community, or how the project will enhance or improve current programs and services and/or how the program/service integrates an established best practice in the field.
- 5. Timetable (5 points)**
Present a timetable for project activities within the project year (state fiscal year) (i.e., a list of actions with a date by which they will be accomplished).
- 6. Alignment with Desired Outcome (10 points)**
Explain how the project aligns with the desired uniform outcome for your chosen focus area as set by the grant guidelines.
- 7. Budget (10 points)**
Provide a complete budget and budget narrative describing how costs were determined and justified. All costs must be justified. There is no requirement for cost sharing, matching funds, or cost participation with this grant program.
- 8. Personnel (5 points)**
Describe who is responsible for project activities and their qualifications to perform these duties.
- 9. Evaluation/Documentation of Impact (10 points)**
Describe how you will accurately collect, maintain, and provide the uniform performance measures, as listed under your chosen focus area, to TSLAC. Also describe how you will administer the survey. *Note: TSLAC will provide the survey instrument.* Funded programs will be required to use outcomes-based evaluation methods and submit a completed IMLS Outcomes Logic Model template, which is downloadable from the application screen in the online application system (GMS). Funded programs will also be required to evaluate their programs in accordance with Legislative Budget Board (LBB) measures.
- 10. Marketing (5 points)**
Describe how you will publicize the programs or services to the community and how you will share best practices and lessons learned with the library community.
- 11. Sustainability (10 points)**
Describe how the program or services will be supported with other funding after the grant period ends. Plans must demonstrate that the program will be continued after the close of the grant period. Projects that include collaboration or acquire e-content as part of a consortium or group, will be given preference.

Peer Review (13 TAC §2.113)

- (a) The commission may use peer review panels to evaluate applications in competitive grant programs.
- (b) The director and librarian may select professionals, citizens, community leaders, and agency and library staff to evaluate grant applications. Peer reviewers must have appropriate training or service on citizen boards in an oversight capacity and may not evaluate grant applications in which there is, or is a possible appearance of, a conflict of interest.
- (c) The agency staff will distribute selected applications to reviewers and will provide written instructions or training for peer reviewers. Reviewers must complete any training prior to reviewing applications.
- (d) The reviewers score each application according to the review criteria and requirements stated in the grant guidelines.
- (e) Each peer review evaluation of an application for competitive grants shall be appropriately documented by the peer reviewer conducting the evaluation. The documentation shall include the scores assigned by the peer reviewer. The peer reviewer may also include comments that may be shared with the applicant.
- (f) To be eligible for review, each application must be submitted by the specified deadline with all required components and all necessary authorization signatures.

Funding Decisions (13 TAC §2.114)

- (a) The agency staff will submit a recommended priority-ranked list of applicants for possible funding. Final approval of a grant award is solely at the determination of the Texas State Library and Archives Commission.
- (b) Applications for grant funding will be evaluated only upon the information provided in the written application.
- (c) The agency staff may negotiate with selected applicants to determine the terms of the award. To receive an award, the applicant must accept any additional or special terms and conditions listed in the grant contract and any changes in the grant application.
- (d) The agency staff will notify unsuccessful applicants in writing.

Awarding of Grants (13 TAC §2.115)

The commission has the right to reject applications or cancel or modify a grant solicitation at any point before a contract is signed. The award of any grant is subject to the availability of funds.

TSLAC Staff Responsibility (13 TAC §2.117)

The Texas State Library and Archives Commission (TSLAC) staff will review each application packet for the following:

- Legal eligibility of the institution to participate in this grant program and appropriate authorizing signature
- Conformance to the federal and state regulations pertaining to grants
- Inclusion of unallowable costs
- Errors in arithmetic or cost calculations
- Submission of all required forms
- Compliance with submission procedures and deadlines
- Relevance and appropriateness of the project design and activities to the purpose of the grant program

Agency staff will raise issues and questions regarding the needs, methods, staffing, and costs of the applications. Staff will also raise concerns regarding the relevance and appropriateness of the project design and activities to the purpose of the grant program. Staff comments will be sent to the grant review panel with the applications for consideration by the panel.

Applicants will be sent a copy of the staff comments to give applicants an opportunity to respond in writing. Applicants may not modify the grant proposal in any way; however, applicants' responses to staff will be distributed to the panel.

Applications with significant errors, omissions, or eligibility issues will not be rated. Applications in which the project design and activities are not relevant and appropriate to the purpose of the grant program will be ineligible.

Agency staff will be available to offer technical assistance to reviewers.

Grant Review Panel Responsibility (13 TAC §2.117)

Applications will be scored using the following process:

- (1) The peer reviewers will review all complete and eligible grant applications forwarded to them by agency staff and complete a rating form for each. Each reviewer will evaluate the proposal in relation to the specific requirements of the criteria and will assign a value, depending on the points assigned to each criterion.
- (2) No reviewer who is associated with an applicant or with an application, or who stands to benefit directly from an application, will evaluate that application. Any reviewer who feels unable to evaluate a particular application fairly may choose not to review that application.
- (3) Reviewers will consider and assess the strengths and weaknesses of any proposed project only on the basis of the documents submitted. Considerations of geographical distribution, demographics, type of library, or personality will not influence the assessment of a proposal by the review panel. The panel members must make their own, individual, decisions regarding the applications. The panel may discuss applications. The panel's recommendations will be compiled from the individual assessments, not as the result of a collective decision or vote.
- (4) Reviewers may not discuss proposals with any applicant before the proposals are reviewed. Agency staff is available to provide technical assistance to reviewers. Agency staff will conduct all negotiations and communications with the applicants.
- (5) Reviewers may recommend setting conditions for funding a given application or group of applications (e.g., adjusting the project budget, revising project objectives, modifying the timetable, amending the evaluation methodology, etc.). The recommendation must include a statement of the reasons for setting such conditions. Reviewers who are ineligible to evaluate a given proposal will not participate in the discussion of funding conditions.
- (6) Reviewers will submit their evaluation forms to the agency. In order to be counted, the forms must arrive before the specified due date.

Decision Making Process (13 TAC §2.118)

To be considered eligible for funding by the commission, any application must receive a minimum adjusted mean score of more than 60 percent of the maximum points available. To reduce the impact of scores that are exceedingly high or low, or otherwise outside the range of scores from other reviewers, agency staff will tabulate the panel's work using calculations such as an adjusted mean score.

- (1) Applications will be ranked in priority order by score for consideration by the commission.
- (2) If insufficient funds remain to fully fund the next application, the staff will negotiate a reduced grant with the next ranked applicant.
- (3) If the panel recommends funding an application that, for legal, fiscal, or other reasons, is unacceptable to the staff, a contrary recommendation will be made. The applicant will be informed of this situation prior to presentation to the commission and may negotiate a revision to the application. A positive recommendation to the commission will be contingent upon successfully completing these negotiations prior to the commission meeting.
- (4) If the panel is unable to produce a set of recommendations for funding, the agency staff will use the same evaluation procedures to develop recommendations to the commission.

Multiple Applications (13 TAC §2.119)

Applicants for competitive grants may submit more than one grant application for different projects, in different grant programs. Applicants may not submit the same, or nearly the same, application in more than one grant category. Applicants may submit more than one grant application for a grant program if the grant program has specified categories for application and the proposals submitted are not the same, or nearly the same, project.

Scoring Rubric

Project Scoring Total in Eleven Areas: 100 points		
<p>Relevance and appropriateness of the project design and activities to the goals and purpose of the Impact grant program will be considered in the scoring of all criteria. Members of the Grant Review Panel may score each criteria as follows:</p> <p>0-1 points: Project does not meet the goals and purposes of the Impact grant program</p> <p>2-3 points: Project partially meets the goals and purposes of the Impact grant program.</p> <p>4-5 points: Project is a clear fit for the goals and purposes of the Impact grant program</p>		
1. Applicant Information (Points: Raw score = 5 max, weight = 2; Final score = 10 max)		
Applicant describes their library, their mission, strategic goals, and their capacity to complete the project successfully.		
0-1 points	2-3 points	4-5 points
<ul style="list-style-type: none"> Library, mission, and strategic goals not described. No description of library's capacity to complete the project successfully. 	<ul style="list-style-type: none"> Library, mission and strategic goals partially or incompletely described. Provides some description of library's capacity to successfully complete project. 	<ul style="list-style-type: none"> Library, mission and strategic goals clearly described. Provides thorough description of library's capacity to successfully complete project.
2. Community Need (Points: Raw score = 5 max, weight = 2; Final score = 10 max)		
Applicant describes the community they serve, why the program is needed, and the target audience. Applicant also describes how the need was determined.		
0-1 points	2-3 points	4-5 points
<ul style="list-style-type: none"> Community to be served is not described. Provides no evidence of need for program; or community need does not relate to proposed project. Does not describe needs assessment process and/or how need was determined (i.e., no description of community served, demographic statistics, library records or evidence or surveys). 	<ul style="list-style-type: none"> Community to be served is partially or incompletely described. Provides partial/some evidence of need for program; community need vaguely relates to proposed project. Needs assessment process seems vague and incompletely describes how stated need was determined. 	<ul style="list-style-type: none"> Community is clearly defined. Provides clear and convincing evidence of need for program and why they are best suited to meet this need. Clearly describes needs assessment process including how stated need was determined (e.g., statistics, records, surveys).

3. Project activities (Points: Raw score = 5 max, weight = 4; Final score = 20 max)		
Applicant describes project activities from start to finish.		
0-1 points	2-3 points	4-5 points
<ul style="list-style-type: none"> • Program activities lack definition and are unclear. • Project appears to lack direction and planning, and does not relate to described needs. 	<ul style="list-style-type: none"> • Services, programs and activities are defined. • Project has direction and some relationship to described needs. 	<ul style="list-style-type: none"> • Services, programs and activities are clearly defined, including timelines and resources required. • Project shows evidence of clear direction and planning and strong relationship to described needs. • Project includes collaboration or acquisition of e-content as part of a consortium or group.
4. Innovation or Improvement (Points: Raw score = 5 max, weight = 1; Final score = 5 max)		
Applicant describes how the project is innovative for their community, or how the project will enhance or improve current programs and services and/or how the program/service integrates an established best practice in the field.		
0-1 points	2-3 points	4-5 points
<ul style="list-style-type: none"> • No description of how project is innovative, an enhancement/improvement of current programs and services, and/or integrates established best practice in the field. 	<ul style="list-style-type: none"> • Partial or incomplete description of how project is innovative, an enhancement/improvement of current programs or services, and/or integrates established best practice in the field. 	<ul style="list-style-type: none"> • Makes a thorough case for how project is innovative, an enhancement / improvement of current programs or services, and/or integrates established best practice in the field.
5. Timetable (Points: Raw score = 5 max, weight = 1; Final score = 5 max)		
Applicant presents a timetable for project activities within the project year (state fiscal year) (i.e., a list of actions with a date by which they will be accomplished.)		
0-1 points	2-3 points	4-5 points
<ul style="list-style-type: none"> • Timetable is missing or incomplete (i.e., does not include a list of actions with specific target dates for completion). 	<ul style="list-style-type: none"> • Timetable exists, but is not clearly relevant to achieving the project goals. • Timetable seems unachievable within the project period. • No time given for staff to be hired, if applicable. 	<ul style="list-style-type: none"> • Timetable includes a list of actions with specific target dates and is clearly relevant to achieving the established objectives. • Timetable seems achievable within the project period. • Realistic timeline for hiring of new staff, if applicable.
6. Alignment with Desired Outcome (Points: Raw score = 5 max, weight = 2; Final score = 10 max)		
Applicant explains how their project aligns with the desired uniform outcome for the chosen focus area as set by the grant guidelines.		
0-1 points	2-3 points	4-5 points
<ul style="list-style-type: none"> • Project does not align with desired uniform outcome, or description is not present. 	<ul style="list-style-type: none"> • Project only partially aligns with uniform goal. Description vague. 	<ul style="list-style-type: none"> • Project clearly aligns with uniform outcome.

7. Budget (Points: Raw score = 5 max, weight = 2; Final score = 10 max)		
Applicant provides a complete budget and budget narrative describing how costs were determined and justified. All costs must be justified.		
0-1 points	2-3 points	4-5 points
<ul style="list-style-type: none"> Budget table is incomplete. Provides no narrative description (justification), beyond the budget column, of how funds will be spent. 	<ul style="list-style-type: none"> Budget table is complete. Budget narrative description exists but does not clearly relate to the project and sources for costs are not stated. Items listed in the budget description do not match those in the budget form. Costs do not seem reasonable and description is unclear. 	<ul style="list-style-type: none"> Budget table is complete and clearly describes how the dollars will be used for the project. Clearly identifies source of stated costs and justification for their reasonableness. Items listed in the budget description match those in the budget form.
8. Personnel (Points: Raw score = 5 max, weight = 1; Final score = 5 max)		
Applicant describes who is responsible for project activities and their qualifications to perform these duties.		
0-1 points	2-3 points	4-5 points
<ul style="list-style-type: none"> No description of key personnel and their qualifications to perform these duties. No job descriptions for new hires. No description of time spent on project by each staff member. 	<ul style="list-style-type: none"> Some description of key personnel and their qualifications. Partial or seemingly incomplete job descriptions available for new hires. Time spent on project by each staff member only partially identified and justified. 	<ul style="list-style-type: none"> Describes qualifications of key personnel in detail, including past experience with similar projects, and how each will contribute to the project's success. Full job descriptions provided for new hires. Time spent on project by each staff member identified and justified.
9. Evaluation/Documentation of Impact (Points: Raw score = 5 max, weight = 2; Final score = 10 max)		
<p>Applicant describes how they will accurately collect, maintain, and provide the uniform measure as listed under the chosen focus area. Applicants set achievable, measurable outcomes, and present a reasonable method to collect data. Applicants present a method to count users of the services as well as administer the survey to measure the effectiveness of the service. Note: TSLAC will provide the survey instrument.</p> <p>Note: Some projects lend themselves to outcomes-based evaluation (OBE) better than others. TSLAC strongly encourages the use of OBE, but we do not require it for proposals, and points should not be deducted from strong evaluation plans that use outputs instead of outcomes when it is reasonable not to employ OBE.</p>		
0-1 points	2-3 points	4-5 points
<ul style="list-style-type: none"> Description of how measure will be collected, maintained, and provided to TSLAC is not provided. Description of how survey will be administered is not provided. 	<ul style="list-style-type: none"> Description of how measure will be collected, maintained, and provided to TSLAC is vague or not complete. Description of how survey will be administered is brief. 	<ul style="list-style-type: none"> Description of how measure will be collected, maintained, and provided to TSLAC is thorough and complete. Description of how survey will be administered is thorough and complete.

10. Marketing (Points: Raw score = 5 max, weight = 1; Final score = 5 max)		
Applicant describes how they will publicize the programs or services to their community, and how they will share best practices and lessons learned with the library community.		
0-1 points	2-3 points	4-5 points
<ul style="list-style-type: none"> Provides no description of how programs or services will be publicized or marketed to their community. Provides no mention of sharing best practices or lessons learned with larger library community. 	<ul style="list-style-type: none"> Description of how programs or services will be publicized or marketed to their community is vague or not complete. Sharing best practices or lessons learned with larger library community is addressed but not clearly spelled out. 	<ul style="list-style-type: none"> Description of how programs or services will be publicized or marketed to their community is well described. Sharing best practices or lessons learned with larger library community is clearly described.
11. Sustainability (Points: Raw score = 5 max, weight = 2; Final score = 10 max)		
Applicant describes how the program or service will be supported with other funding after the grant period ends. Plans must demonstrate that the program will be continued after the close of the grant period.		
0-1 points	2-3 points	4-5 points
<ul style="list-style-type: none"> Description of resources used to support/sustain the project after grant completion is vague and unspecific. 	<ul style="list-style-type: none"> Some evidence of future support/sustainability described. 	<ul style="list-style-type: none"> Clear evidence of sustainability described. A written commitment of future support from governing bodies is provided, if applicable. Project includes collaboration or acquisition of e-content as part of a consortium or group.

F. Award Administration Information

Notice of Award

Applicants will be notified of the grant review panel's recommendations via e-mail. The notification will include the applicant rankings, panel recommendation, panel comments and scores relevant to respective applications, and protest procedures, which are also included in this notice.

The panel recommendations will be submitted to the Texas State Library and Archives Commission at its August meeting for consideration and approval. Once the awards have been approved, successful applicants will receive instructions on how to proceed and mandatory training required for all TSLAC competitive grant recipients.

Protest Procedure — Texas State Library and Archives Commission, 13 TAC §2.55

- (a) An aggrieved person who is not satisfied with a decision, procedure, or service received from the staff of the Texas State Library and Archives Commission or who is an actual or prospective bidder, grantee, or contractor aggrieved in connection with a solicitation, evaluation, or award may file a protest with the Director and Librarian in accordance with this rule.
- (b) A protest must be submitted to the Director and Librarian within 21 days after the person knows or should have known of the matter which is protested. The Director and Librarian has the discretion to allow a protest filed after 21 days if the protestant shows good cause for the late filing or if the protest raises an issue significant to the general policies and procedures of the commission.
- (c) The protestant shall mail or deliver a copy of the protest to all interested persons. The Director and Librarian will furnish a list of interested persons to a protestant. For protests of a competitive selection (bid, contract, or grant), interested persons shall include all persons who have submitted a bid, proposal, or application.
- (d) A protest must be in writing and identified as a protest under this section, and contain the following:
 - (1) A description of the protestant's interest in the matter
 - (2) The issue(s) to be resolved and remedy(s) requested
 - (3) The protestant's argument supporting the protest, including a statement of relevant facts and applicable law, specifying the statutes, rules, or other legal authority alleged to have been violated
 - (4) The protestant's affirmation that facts set forth in the protest are true
 - (5) A certification that a copy of the protest has been mailed or delivered to all interested persons
- (e) Upon receipt of a protest conforming to the requirements of this section, the commission shall not proceed with the solicitation, award, or contract until the protest is resolved, unless the Director and Librarian makes a written determination that delay would harm the substantial interests of the state.
- (f) The Director and Librarian has the authority to decide, settle, or resolve the protest and will make a written determination. The Director and Librarian may solicit written responses to the protest from other parties. The Director and Librarian shall inform the protesting party and other interested parties by letter of his determination, and how to appeal the determination to the commission.
- (g) An interested party may appeal the determination of the Director and Librarian. An appeal must be in writing and conform to paragraphs (1) - (3) of this subsection:
 - (1) The appeal must be received in the office of the Director and Librarian no later than 15 days after the date the determination is mailed to interested parties;
 - (2) A copy of the appeal must be mailed or delivered by the appealing party to all interested parties and contain a certification of mailing or delivery;
 - (3) The appealing party must state whether or not an opportunity is requested to make an oral presentation to the commission in open meeting.
- (h) The Director and Librarian shall refer the matter to the commission for their consideration at an open meeting.

- (i) The chair of the commission has the discretion to allow an appeal filed more than 15 days after the Director and Librarian's determination if the appealing party shows good cause for the late filing or if the appeal raises an issue significant to the general policies or procedures of the commission.
- (j) An interested party may file a response to an appeal of the determination of the Director and Librarian no later than seven days after the appeal is mailed or delivered.
- (k) Copies of the appeal and responses of interested parties, if any, shall be mailed to the commission by the Director and Librarian.
- (l) The chair of the commission has the discretion to decide whether or not a request for oral presentations will be granted and will set the order and amount of time for oral presentations that are allowed. The chair also has the discretion to decide whether presentations and written documents presented by Commission staff and interested parties will be allowed.
- (m) The commission will determine properly filed appeals and make its decision in open meeting. The commission shall vote to uphold or reverse the decision of the Director and Librarian. Failing a majority vote of a quorum of the commission, the Director and Librarian's decision is upheld. The commission's decision is final and not subject to judicial review under the statutes governing the commission.
- (n) A decision issued either by the commission in open meeting or in writing by the Director and Librarian shall be the final administrative action of the commission.
- (o) Documentation concerning a protest of a competitive selection is part of the commission's records series for that selection and is retained in accordance with the commission's approved records retention schedule.

Policy Requirements

TSLAC competitive grant recipients are subject to the State of Texas Uniform Grant Management Standards (UGMS) (<https://www.comptroller.texas.gov/purchasing/docs/ugms.pdf>) and federal Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (also known as the Supercircular) (<https://federalregister.gov/a/2013-30465>).

Reporting

Grantees must submit financial and performance reports at scheduled intervals throughout the reporting period as will be outlined in the grant contract. Reports will be submitted electronically through TSLAC's Grant Management System (GMS).

G. Contacts

TSLAC staff members are available during regular business hours (8 a.m.-5 p.m., Central) to assist with competitive grants.

Erica McCormick, Grants Administrator
 Phone: 512-463-5527, 800-252-9386 (toll free)
 Fax: 512-936-2306
 E-mail: grants@tsl.texas.gov



Legislation Details (With Text)

File #: ORD 16-122 **Version:** 1 **Name:**
Type: Ordinance **Status:** Agenda Ready
File created: 11/2/2016 **In control:** City Council
On agenda: 2/21/2017 **Final action:**
Title: Consideration of and action on an ordinance amending the Fiscal Year 2016-2017 Budget for the Police Department Forfeiture Fund for the purchase of Rapid Deployment Armor packages for the City's police officers.

Sponsors:

Indexes:

Code sections:

Attachments: [Vest memo](#)
[vest spreadsheet](#)
[US armor quote \(1\)](#)
[OSS quote](#)
[Cop Stop quote](#)
[Ord - Amend Budget FY17 PD Body Armor](#)

Date	Ver.	Action By	Action	Result
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Consideration of and action on an ordinance amending the Fiscal Year 2016-2017 Budget for the Police Department Forfeiture Fund for the purchase of Rapid Deployment Armor packages for the City's police officers.

Summary:

After recent ambush attacks on police officers using high-powered rifles, particularly the attack in Dallas that killed five police officers, many police departments are providing officers with body armor specifically designed to stop these types of rounds. Because the need for this type of protective body armor became evident only after completion of the budget process, funding for Rapid Deployment Armor packages was not included in the Fiscal Year 2016-2017 Budget.

Because of the escalating attacks on police officers, the City is requesting a budget amendment to the Police Department Forfeiture Fund (Special Revenue Fund) in the amount of \$17,229 to purchase 27 Rapid Deployment Armor packages to equip first responding officers. Each deployment rifle plate package costs \$627 and includes two plates, a carrier, and police identification patches. The total amount of \$17,229 includes a shipping charge of approximately \$300.

The Deer Park Citizens Police Academy Alumni Association is donating \$2,508 to purchase four packages, which will equip the School Resource Officers. The remaining \$14,721 will be funded by the prior year revenues of the Police Department Forfeiture Fund, which are available for this purpose.

An amendment in the amount of \$17,229 for the purchase 27 Rapid Deployment Armor packages to equip first responding officers is proposed for the Fiscal Year 2016-2017 Budget of the Police Department Forfeiture Fund.

Fiscal/Budgetary Impact:

An additional \$17,229 will be added to the Fiscal Year 2016-2017 Budget of the Police Department Forfeiture Fund for the purchase 27 Rapid Deployment Armor packages to equip first responding officers (12-300-4314, Protective Clothing) and will be funded by a donation of \$2,508 from the Deer Park Citizens Police Academy Alumni Association with the balance of \$14,721 to be funded by the prior year revenues of the of the Police Department Forfeiture Fund, which are available for this purpose.

Recommended action:

Approve the ordinance to amend the Fiscal Year 2016-2017 Budget of the Police Department Forfeiture Fund for the purchase of Rapid Deployment Armor packages to equip first responding officers.

US Armor is not part of any cooperative purchasing agreement. I have attached the three quotes and added them to the overall workbook for reference.

While there are heavier and lighter vests on the market our researched pointed us towards US Armor because we felt it was a good compromise between weight and price.

The quote from US Armor provides us with a local sales rep who will custom fit each officer with the proper size plates and vest carrier. These plates are also single curved so they will fit better and be more comfortable during any periods of extended wear. The vest carriers were sturdy construction and had added support for the plates which reduced the weight sitting on the bottom Velcro flap and reducing wear and tear.

The quote from Cop Stop was the heaviest vest package and made with inferior products. The material on the vest carrier was thin and only single stitched so the possible of greater wear and tear and frequent replacement is of concern. These plates are also single curved but one size fits all construction. With officers ranging from 100 lbs. to almost 300 lbs. one size fits all is not practical. These plates were also not NIJS certified and instead used their own brand of certification.

The quote from Officer Survival Solutions were flat steel plates. These are the cheapest to make but offer the least comfort. The vest carrier was of moderate construction but there was no extra support for the plates causing the total weight of the plate to rest on the bottom Velcro flap of the vest leading to concerns of wear and tear and frequent replacement issues. These plates are also one size fits all does not offer the flexibility between varying officer body types.

All the quoted plates were level 3+ or greater which is rated for rifle rounds. If cared for properly it is possible for the plates to last the entire career of the officer 20+ years. Due to their rigid construction they do not need replacement every 5 years.

Thanks,

Christopher D. Brown
Lieutenant Community Services Division
Deer Park Police Department
2911 Center Street
Deer Park, Texas 77536
(281) 930-2142
cbrown@deerparktx.org

Deer Park Rifle Vests

each vests consists of 1 carrier, 2 plates, and set of patches.

company	Carrier	per Plate	Patches	approx. vest weight	Total per vest
US Armour	\$126.00	\$243.00	\$15.00	10.5 lbs	\$627.00
OSS	\$35	\$185	free	15.5 lbs	\$405.00
CopStop	\$96	\$180	\$15.00	16.5 lbs	\$471.00

Funding	Forefiture	CPAAA
# requested	23	4
shipping*	\$300.00	*estimated
Total	\$300.00	\$0.00

2017/18 budget will include the purchase of another 27 vests to outfit the rest of the department.



U.S. Armor Corporation

10715 Bloomfield Avenue

Santa Fe Springs, CA 90670, USA

Ph: (800) 443-9798 Fax: (562) 207-4238

Sales Quotation

FOR	Deer Park Police Dept	Date	01/25/2017
	2911 Center St.		Valid 90 days
	Deer Park, TX 77536-4942		
Fax			
Email	cbrown@deerparktx.org		
Web	Lt. Chris Brown (281) 930-2150		

Qty.	Description	Unit Price	Total
27	US Armor Rifle Plate Carrier (RPC) #F-500316	\$126.00	\$3,402.00
54	Level 3+ rifle plate #F-3410-10x12	243.00	13,122.00

Other information:

Delivery in 8-10 weeks after receipt of order and completion of officer measurements.

*Shipping is estimated

Shipping in bulk with plates inserted in carriers.

Subtotal	\$16,524.00
Shipping & Handling	*300.00
TOTAL	\$16,824.00

Proudly Made in the USA

Thank you for choosing **U.S. Armor**, The Most Trusted Name in Body Armor!

Fred Laughlin



QUOTE

Officer Survival Solutions
6352 Corte Del Abeto., Suite B
Carlsbad, CA 92011

Phone: (858) 776-4425
support@officersurvivalsolutions.com
www.officersurvivalsolutions.com

QUOTE # 10880-16R

Date: 11/14/16

**To: Deer Park Police Department
2911 Center street
Deer Park, TX 77536**

Ship To: TBD

Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID	Proposed Shipping Date
		MCB		Ground	Due upon receipt	45-2086147	

Quantity	Item	Color	Description	Discount %	Tax	Unit Price	Total
51	OSS-RDY	BLK	Rapid Deployment Armor Response Package	Custom Discount	TBD	405.00	20,655.00
			Includes: (2) OSS Level IV NIJ CERTIFIED Stand Alone 10x12 Multi Hit Capabilities				
			(1) Black Rapid Deployment Armor Plate Carrier w/ Police Identifier front and rear				
			(1) Double rifle magazine Pouch (Bungee Top)				

Special remarks:

Subtotal	20,665.00
Tax	-0-
Shipping	1511.00
Misc.	
Balance	22,176.00

" It's not a matter of IF, It's a matter of WHEN, and will you be prepared ?"

- Marc C. Barry - President, OSS

WWW.OFFICERSURVIVALSOLUTIONS.COM



ONSITE CUSTOM EMBROIDERY & ALTERATIONS

Quote

To: Deer Park Police Dept.
Sgt. Patton

Salesperson	Title	Date Issued
Matthew Zimmer	Operations Manager	12/9/16

Description	Unit Price
2014G Lv4 Hard Plate (Stand Alone)	\$ 180.00
X-Cal Lv3/Lv4 Hard Plate (ICW-In Conjunction With)	106.00
Tac PH Plate Carrier-MOLLE, Blk	96.00
Condor Sentry Plate Carrier-MOLLE, Blk	39.00

Quotation herein contained is guaranteed for 30 days from date unless otherwise stated after which prices are subject to change. This quotation is in answer to your request. Any changes in specifications will necessitate a new quotation. This quotation shall supersede all previous quotations.

Thank you for your business!
Info.copstop@gmail.com
6831 Broadway St Suite F, Pearland, TX (281) 412-7358

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2016-2017 BUDGET FOR THE CITY OF DEER PARK, TEXAS, AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEER PARK:

I.

That the City of Deer Park's budget for the fiscal year ending September 30, 2017 was duly prepared and filed with the City Secretary, where it was available for inspection by any taxpayer.

II.

That recent ambush attacks on police officers evidence the need for Rapid Deployment Armor packages, which are designed to stop these types of rounds.

III.

That the City desires to purchase 27 Rapid Deployment Armor packages through the Police Department Forfeiture Fund, at a cost of \$17,229.00, for the protection of its Police Officers.

IV.

That because the need for this type of protective body armor became evident only after completion of the budget process, funding for these Rapid Deployment Armor packages was not included in the City's budget for the fiscal year ending September 30, 2017.

V.

That in order to purchase this type of body armor for the protection of its Police Officers, it is necessary to amend the budget for the fiscal year ending September 30, 2017 to include \$17,229.00 for the cost of the requested 27 Rapid Deployment Armor packages.

VI.

That the Deer Park Citizens Police Academy desires to donate monies to fund four (4) Rapid Deployment Armor packages for the School Resource Officers.

VII.

That funding for the amendment to the expenditures of the adopted budget for the fiscal year ending September 30, 2017 will be provided by a donation of \$2,508.00 from the Deer Park Citizens Police Academy and by \$14,721.00 from the prior year revenues of the Police Department Forfeiture Fund, which are available for this purpose

VIII.

That the regular budget of the City of Deer Park, Texas, for the fiscal year ending September 30, 2017, be, and the same is hereby, in all respects finally approved and amended as so described above and shall be, and is hereby, filed with the City Secretary of said City.

IX.

That the amounts specified are for the purposes named in said budget, and they are hereby appropriated to and for such purposes.

X.

That the City Secretary file copies of this Ordinance and of such budget with all public officers as required by the laws of the State of Texas.

XI.

It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Government Code of the State of Texas.

XII.

The City Council finds that this Ordinance relates to the immediate preservation of the public peace, health, safety and welfare, and that approval of a 2016-2017 Budget amendment be adopted at the earliest possible moment to comply with the City Charter and Statutes of the State of Texas, and to provide protection for persons within the City, thereby creating an emergency, for which the Charter

requirement providing for the reading of Ordinances on three (3) several days should be dispensed with, and this Ordinance be passed finally on its introduction, and accordingly, such requirement is dispensed with, and this Ordinance shall take effect upon its passage and approval by the Mayor.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the ____ day of _____, 2017 **by a vote of** _____ **“Ayes” and** _____ **“Noes”**.

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney



Legislation Details (With Text)

File #: ORD 17-014 **Version:** 1 **Name:**

Type: Ordinance **Status:** Agenda Ready

File created: 2/14/2017 **In control:** City Council

On agenda: 2/21/2017 **Final action:**

Title: Consideration of and action on an ordinance calling a General Election on May 6, 2017 to elect a Mayor and three Councilmembers.

Sponsors: City Secretary's Office

Indexes:

Code sections:

Attachments: [Call Election-Place 1,2,3 Mayor Councilmembers-for May 2017](#)

Date	Ver.	Action By	Action	Result
2/21/2017	1	City Council		

Consideration of and action on an ordinance calling a General Election on May 6, 2017 to elect a Mayor and three Councilmembers.

Summary:

Council positions one, two, three and Mayor are elected in odd numbered years. In accordance with the City's Charter and State law, an election must be ordered between the 88th and 103rd day before Election Day (May 6, 2017). Per Ms. Watkins recommendations, the compensation for the Presiding Judge, Alternate Judge and Clerk will be increased by \$2.00. (Judge \$12.00, Alternate Judge \$11.00 and Clerk \$10.00)

Fiscal/Budgetary Impact:

Cost of election is a FY 2016-2017 budgeted item

Adoption of the ordinance.

ORDINANCE NO. _____

AN ORDINANCE CALLING A GENERAL ELECTION IN THE CITY OF DEER PARK, TEXAS, ON MAY 6, 2017, FOR THE ELECTION OF MAYOR AND THREE COUNCILMEMBERS, POSITIONS ONE, TWO AND THREE; ESTABLISHING THE ELECTION PRECINCT FOR SUCH ELECTION; THE POLLING PLACE THEREFOR; NAMING THE ELECTION JUDGES AND PROVIDING FOR THEIR COMPENSATION; PROVIDING FOR NOTICE; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEER PARK:

1. An election shall be held in the City of Deer Park, Texas, on May 6, 2017, between the hours of 7:00 o'clock a.m. and 7:00 p.m. for the purpose of electing the following Officers to said City:

**MAYOR
COUNCILMEMBER, POSITION 1
COUNCILMEMBER, POSITION 2
COUNCILMEMBER, POSITION 3**

Said election shall be conducted using the E-Slate Machine.

2. The boundary lines of each Voting Precinct are hereby established for voting in the aforesaid election as per Ordinance No. 3068 of the City of Deer Park, adopted February 7, 2006.

3. The voting and polling place in the precinct for such election for all qualified voters living therein shall be at the following place in said City:

<u>Precinct Number</u>	<u>Polling Place</u>	<u>Location</u>
1	Deer Park Community Center	610 E. San Augustine

4. The following persons are appointed within their respective Voting Precincts to the election offices set forth below:

<u>Precinct Number</u>	<u>Presiding Judge</u>	<u>Alternate Judge</u>
1	Kathy Burris	Diane Fitzwater

5. The following persons are hereby appointed for the following positions of the Early Voting Ballot Board:

<u>Position</u>	<u>Name</u>
Judge	Sandra Watkins
Clerk	Shannon Bennett

6. The following persons are hereby appointed as Central Counting Station Personnel for the election:

<u>Position</u>	<u>Name</u>
Manager	Shannon Bennett
Judge	Sonia Acosta
Tabulation Manager	Shannon Bennett

7. The City Secretary is hereby directed and instructed to post notice of election as prescribed by the Texas Election Law, Sec. 4.003 and Sec. 4.004. Said notices shall be posted at least twenty-one (21) days before the date of said election, and shall be published in the official city newspaper at least once, such publication to be no earlier than thirty (30) days before such election date and no later than ten (10) days before such election date).

8. The Presiding Judge is hereby authorized to appoint two (2) Clerks to assist in conducting said election, and as many more as he deems necessary for the proper conduct of such election, up to a maximum of six (6). The Presiding Judge shall receive ten and no/100 dollars (\$12.00) per hour for their services. The Alternate Judge shall receive nine and no/100 dollars (\$11.00) per hour for their services. The Clerk shall receive eight and no/100 dollars (\$10.00) per hour for their services. Neither Judges nor Clerks shall be paid more than one (1) hour before the opening of the Polls, nor more than two (2) hours after the closing of the Polls. The Judge or Clerk who delivers the returns of election shall be paid an amount not to exceed twenty-five and no/100 dollars (\$25.00) for that service; provided, also, he shall make returns of the election. All of the aforesaid compensation shall be paid from the General Fund of the City.

9. The two (2) twelve (12) hour days for early voting will be held on the first two (2) days of the early voting period.

10. It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Government Code of the State of Texas.

11. The City Council finds that this Ordinance relates to the immediate preservation of the public peace, safety and welfare, in that it is necessary to procure said election officials immediately and to give election notices immediately, thereby creating an emergency, for which the Charter requirement providing for the reading of Ordinances on three (3) several days should be dispensed with, and this Ordinance be passed finally on its introduction; and, accordingly, such requirement is dispensed with, and this Ordinance shall take effect upon its passage and approval by the Mayor.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the ____ day of _____, 2017 **by a vote of** _____ **“Ayes” and** _____ **“Noes”.**

MAYOR, City of Deer Park, Texas

ATTEST:

Acting City Secretary

APPROVED:

City Attorney



Legislation Details (With Text)

File #: ORD 17-009 **Version:** 1 **Name:**

Type: Ordinance **Status:** Agenda Ready

File created: 1/27/2017 **In control:** City Council

On agenda: 2/21/2017 **Final action:**

Title: Consideration of and action on an ordinance amending the Fiscal Year 2016-2017 Budget of the Golf Course Lease Fund for additional equipment and capital improvements.

Sponsors:

Indexes:

Code sections:

Attachments: [Ord - Amend Budget FY17 Golf Course Capital](#)

Date	Ver.	Action By	Action	Result
2/21/2017	1	City Council		

Consideration of and action on an ordinance amending the Fiscal Year 2016-2017 Budget of the Golf Course Lease Fund for additional equipment and capital improvements.

Summary: In accordance with the City's Lease Agreement with Touchstone Golf LLC, Touchstone committed to funding \$450,000 of capital improvements over the first three years of the lease. Through the end of the third year of the lease, Touchstone has made capital contributions of \$515,668 exceeding their original commitment by \$65,668. In June 2016, Touchstone requested assistance from the City for additional equipment and capital improvements for the golf course. The City Council approved \$60,000 for these expenditures including a chemical storage building, aerifier, tree removal, and drainage and erosion improvements. To date, Touchstone has expended \$18,883 of those monies for the chemical storage building and aerifier.

During a Golf Course Committee meeting in January 2017, Touchstone presented a revised prioritization of capital needs, replacing some of the projects approved in June 2016. At the same meeting, Touchstone requested funding for repairs to the decorative cannon, a signature piece of the landscape at the Battleground Golf Course. Details of the revised capital improvement project list, including changes from the previous list, will be presented at the City Council workshop on February 21, 2017.

Based on the revised prioritization of capital needs, Touchstone is requesting \$39,420 to fund (1) lake bed erosion improvements in the amount of \$25,750, (2) driving range improvements, including replacing mats with sod at a cost of \$6,920, and (3) drainage repairs at a cost of \$6,750. Touchstone is also requesting \$4,293 for repairs to the decorative cannon. An amendment in the amount of \$43,713, for the additional equipment and capital improvements for the golf course is proposed for the Fiscal Year 2016-2017 Budget of the Golf Course Lease Fund.

Fiscal/Budgetary Impact:

An additional \$43,713 will be added to the Fiscal Year 2016-2017 Budget of the Golf Course Lease Fund for the additional

equipment and capital improvements and will be funded by prior year revenues of the Golf Course Lease Fund, which are available for this purpose.

Approve the ordinance to amend the Fiscal Year 2016-2017 Budget of the Golf Course Lease Fund for additional equipment and capital improvements.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2016-2017 BUDGET FOR THE CITY OF DEER PARK, TEXAS, AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEER PARK:

I.

That the City of Deer Park's budget for the fiscal year ending September 30, 2017 was duly prepared and filed with the City Secretary, where it was available for inspection by any taxpayer.

II.

That as part of the City of Deer Park's Lease Agreement with Touchstone Golf LLC ("Touchstone"), Touchstone committed to fund \$450,000.00 of capital improvements at the Battleground Golf Course over the first three years of the lease.

III.

That over the first three years of the Lease Agreement between the City and Touchstone, which ended on May 29, 2016, Touchstone funded over \$515,000.00 of capital improvements at the Battleground Golf Course, exceeding their original commitment.

IV.

That Touchstone has reprioritized the capital needs of the Battleground Golf Course and is requesting \$43,713.00 to fund improvements and/or repairs related to the lake bed erosion, the driving range, the cart path drainage, and the decorative cannon landscape feature.

V.

That the Golf Course Committee has reviewed the revised prioritization of capital needs and proposes an amendment to the Golf Course Lease Fund budget for the fiscal year ending September 30,

2017 to include expenditures of \$43,713.00 for the requested capital improvements and repairs at the Battleground Golf Course.

VI.

That funding for the amendment to the expenditures of the adopted budget of the Golf Course Lease Fund for the fiscal year ending September 30, 2017 will include the amount of \$43,713.00 from the prior year revenues of the Golf Course Lease Fund.

VII.

That the regular budget of the City of Deer Park, Texas, for the fiscal year ending September 30, 2017, be, and the same is hereby, in all respects finally approved and amended as so described above and shall be, and is hereby, filed with the City Secretary of said City.

VIII.

That the amounts specified are for the purposes named in said budget and are hereby appropriated to and for such purposes.

IX.

That the City Secretary file copies of this Ordinance and of such budget with all public officers as required by the laws of the State of Texas.

X.

It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Government Code of the State of Texas.

XI.

The City Council finds that this Ordinance relates to the immediate preservation of the public peace, health, safety and welfare, and that approval of a 2016-2017 Budget amendment be adopted at the earliest possible moment to comply with the City Charter and Statutes of the State of Texas, and to provide protection for persons within the City, thereby creating an emergency, for which the Charter requirement providing for the reading of Ordinances on three (3) several days should be dispensed with, and this Ordinance be passed finally on its introduction, and accordingly, such requirement is dispensed with, and this Ordinance shall take effect upon its passage and approval by the Mayor.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the ____ day of _____, 2017 **by a vote of** _____ **“Ayes” and** _____ **“Noes”**.

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney



Legislation Details (With Text)

File #: ORD 17-012 **Version:** 1 **Name:**

Type: Ordinance **Status:** Agenda Ready

File created: 2/3/2017 **In control:** City Council

On agenda: 2/21/2017 **Final action:**

Title: Consideration of and action on an ordinance amending the Fiscal Year 2015-2016 Budget for the Limited Tax Refunding Bonds, Series 2016.

Sponsors: City Manager's Office

Indexes:

Code sections:

Attachments: [Ord - Amend Budget FY16 Refunding](#)

Date	Ver.	Action By	Action	Result
2/21/2017	1	City Council		

Consideration of and action on an ordinance amending the Fiscal Year 2015-2016 Budget for the Limited Tax Refunding Bonds, Series 2016.

Summary: The Fiscal Year 2015-2016 Budget included a proposed debt issuance for new money bonds to fund water and sewer projects included in the City's ten-year capital improvement plan. During the fiscal year, favorable market conditions provided the City an opportunity to achieve interest cost savings by issuing refunding bonds. The City issued the \$6,260,000 Limited Tax Refunding Bonds, Series 2016 to refund \$5,040,000 of the outstanding Certificates of Obligation, Series 2007 and \$1,440,000 of the outstanding General Obligation Bonds, Series 2007 for interest cost savings of approximately \$710,000. At closing, the City received \$6,260,000 of bond proceeds plus a premium for a total \$6,800,737. The City deposited \$6,710,040 into the escrow account to defease the refunded debt obligations. Because a refunding was not contemplated as part of the Fiscal Year 2015-2016 Budget, the budget does not reflect an expenditure for the escrow deposit. A budget amendment in the amount of \$6,710,040 is necessary to recognize the payment to the escrow agent.

Fiscal/Budgetary Impact:

Include the \$6,710,040 payment to the escrow agent in the Debt Service Fund (Account No. 20-900-4524, Payment to Escrow Agent) with the offsetting revenue from the proceeds of the refunding bonds, including the net premium on the bonds.

Approve the ordinance amending the 2015-2016 Budget for the Limited Tax Refunding Bonds, Series 2016.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2015-2016 BUDGET FOR THE CITY OF DEER PARK, TEXAS, AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEER PARK:

I.

That the City of Deer Park's budget for the fiscal year ending September 30, 2016 was duly prepared and filed with the City Secretary, where it was available for inspection by any taxpayer.

II.

That favorable market conditions during the fiscal year ending September 30, 2016 provided the City an opportunity to refund debt for interest cost savings.

III.

That the budget for the fiscal year ending September 30, 2016 did not include a proposed debt issuance to refund outstanding obligations.

IV.

That the \$6,260,000 Limited Tax Refunding Bonds, Series 2016, dated April 1, 2016, were issued to refund portions of the outstanding Certificates of Obligation, Series 2007 and portions of the outstanding General Obligation Bonds, Series 2007 to achieve interest cost savings of approximately \$710,000.

V.

That it is necessary to amend the budget for the fiscal year ending September 30, 2016 to include \$6,710,040 in the Debt Service Fund for the escrow payment associated with the refunding.

VI.

That the funding for the amendment to the expenditures of the adopted budget for the fiscal year ending September 30, 2016 will include the amount of \$6,710,040 in the Debt Service Fund from the proceeds of the Limited Tax Refunding Bonds, Series 2016, including the premium on the bonds.

VII.

That the regular budget of the City of Deer Park, Texas, for the fiscal year ending September 30, 2016, be, and the same is hereby, in all respects finally approved and amended as so described and shall be, and is hereby, filed with the City Secretary of said City.

VIII.

That the amounts specified are for the purposes named in said budget, and they are hereby appropriated to and for such purposes.

IX.

That the City Secretary file copies of this Ordinance and of such budget with all public officers as required by the laws of the State of Texas.

X.

It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Government Code of the State of Texas.

XI.

The City Council finds that this Ordinance relates to the immediate preservation of the public peace, health, safety and welfare, and that approval of a 2015-2016 Budget amendment be adopted at the earliest possible moment to comply with the City Charter and Statutes of the State of Texas, and to provide protection for persons within the City, thereby creating an emergency, for which the Charter requirement providing for the reading of Ordinances on three (3) several days should be dispensed with, and this Ordinance be passed finally on its introduction, and accordingly, such requirement is dispensed with, and this Ordinance shall take effect upon its passage and approval by the Mayor.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the ____ day of _____, 2017 **by a vote of** _____ **“Ayes” and** _____ **“Noes”**.

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney



Legislation Details (With Text)

File #: ORD 17-013 **Version:** 1 **Name:**
Type: Ordinance **Status:** Agenda Ready
File created: 2/9/2017 **In control:** City Council
On agenda: 2/21/2017 **Final action:**
Title: Consideration of and action on an ordinance amending the Fiscal Year 2016-2017 Water & Sewer Fund Budget.
Sponsors: Public Works
Indexes:
Code sections:
Attachments: [Budget Amendment for Water & Sewer 2016-2017 FY](#)

Date	Ver.	Action By	Action	Result
2/21/2017	1	City Council		

Consideration of and action on an ordinance amending the Fiscal Year 2016-2017 Water & Sewer Fund Budget.

Summary:

At the May 3, 2016 City Council meeting, Council approved a budget amendment of \$28,700 to cover the cost of hiring Langford Engineering to perform professional engineering services for the design of a 10-Inch Force Main Replacement at the HCFCD Unit B112-00-00 Channel Crossing.

At the time of the amendment, staff explained to Council that once the design had been completed and we had an estimated cost of construction we would return to Council to request an additional budget amendment to cover that expense. Langford Engineering estimates the construction cost to be \$40,300 which includes a 15% contingency.

The Fiscal Year 2016-2017 Water & Sewer Utility Fund Budget (Fund 40) is proposed to be amended as follows:

Sanitary Sewer Improvements - Construction cost for the "Replacement of a 10-inch Force Main at HCFCD Unit B112-00-00 Channel Crossing" (40-501-4913, sanitary sewer)

Fiscal/Budgetary Impact:

Increase the Fiscal Year 2016-2017 Water & Sewer Fund Budget by \$40,300.00 to be funded by the prior year revenues of the Water & Sewer Fund, which are available for that purpose.

Approve the ordinance amending the Fiscal Year 2016-2017 Water & Sewer Fund Budget.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2016-2017 BUDGET FOR THE CITY OF DEER PARK, TEXAS, AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEER PARK:

I.

That the City of Deer Park's budget for the fiscal year ending September 30, 2017 was duly prepared and filed with the City Secretary, where it was available for inspection by any taxpayer.

II.

That due to the urgent need of replacement of a 10-inch aerial crossing over the HCFCD Channel B112-00-00, it is necessary to amend the Fiscal Year 2016-2017 Water & Sewer Utility Fund Budget for an additional \$40,300.00.

III.

That funding for the amendment to the expenditures of the adopted Fiscal Year 2016-2017 Water & Sewer Utility Fund Budget in the total amount of \$40,300.00 will be funded by the prior year revenues of the Water & Sewer Utility Fund.

IV.

That the regular budget of the City of Deer Park, Texas, for the fiscal year ending September 30, 2017, be and the same is hereby, in all respects finally approved and amended as so described above, and shall be, and is hereby, filed with the City Secretary of the said City.

V.

That the amount specified is for the purpose named in said budget, and is hereby appropriated to and for such purposes.

VI.

That the City Secretary file copies of this Ordinance and of such budget with all public officers as required by the laws of the State of Texas.

VII.

It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Government Code of the State of Texas.

VIII.

The City Council finds that this Ordinance relates to the immediate preservation of the public peace, health, safety and welfare, and that approval of a 2016-2017 Budget amendment be adopted at the earliest possible moment to comply with the City Charter and Statutes of the State of Texas, and to provide protection for persons within the City, thereby creating an emergency, for which the Charter requirement providing for the reading of Ordinances on three (3) several days should be dispensed with, and this Ordinance be passed finally on its introduction, and accordingly, such requirement is dispensed with, and this Ordinance shall take effect upon its passage and approval by the Mayor.

In accordance with Article VII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the ____ day of _____, 2017 **by a vote of** “Ayes” and “Noes”.

MAYOR, City of Deer Park

ATTEST:

City Secretary

APPROVED:

City Attorney



Legislation Details (With Text)

File #: ORD 17-015 **Version:** 1 **Name:**

Type: Ordinance **Status:** Agenda Ready

File created: 2/17/2017 **In control:** City Council

On agenda: 2/21/2017 **Final action:**

Title: Consideration of and action on the results of the joint public hearing and the proposed amendments to Ordinance No. 819, the Zoning Ordinance. (1st reading).

Sponsors: City Manager's Office

Indexes:

Code sections:

Attachments: [Larry's revised Zoning - Final](#)

Date	Ver.	Action By	Action	Result
2/21/2017	1	City Council		

Consideration of and action on the results of the joint public hearing and the proposed amendments to Ordinance No. 819, the Zoning Ordinance. (1st reading).

Summary:

The process to update the City's Comprehensive Plan and Subdivision and Zoning Ordinances began in 2014. Knudson LP was hired as the consultant to assist the City in developing the update of the three documents. A public involvement plan was developed and a Steering Committee was appointed. A number of meetings and workshops were held to include the Steering Committee, Planning and Zoning Commission, City Council and City Staff. The Comprehensive Plan Update and the Subdivision Ordinance were adopted on December 20, 2016 with the third reading. A Joint Workshop of the City Council, Planning and Zoning Commission, and Steering Committee was held on November 28, 2016 to review the amendments to the Zoning Ordinance. Also, on January 9, 2017, the Planning and Zoning Commission held a preliminary public hearing on the amendments to the Zoning Ordinance. On February 21, 2017, the City Council and Planning and Zoning Commission will conduct joint public hearing and approve the first reading of the ordinance to adopt the Zoning Ordinance amendments. Additional readings of these ordinances will be scheduled at the March 7th and March 21, 2017 Council Meetings. The full schedule is below:

- Joint workshop with Council, P&Z and Steering Committee on Comprehensive Plan and Subdivision Ordinance **(October 25) - 6:00 pm @ Deer Park Community Center, Room 6.**
- Council calls Public Hearing on Comprehensive Plan **(November 1, 2016)**
- Council calls Public Hearing on Subdivision Ordinance **(November 1, 2016)**
- Council holds Public Hearing on Comprehensive Plan **(November 22, 2016)** (Special Meeting)
- Council holds Public Hearing on Subdivision Ordinance **(November 22, 2016)** (Special Meeting)
- Council votes on first reading of Comprehensive Plan **(November 22, 2016)** (Special Meeting)
- Council votes on first reading of Subdivision Ordinance **(November 22, 2016)** (Special Meeting)
- Joint workshop with Council, P&Z and Steering Committee on Zoning Ordinance **(November 28, 2016) - 6:00 pm @ Deer Park Public Library, Meeting Room**
- P&Z calls preliminary hearing on Zoning Ordinance **(December 5, 2016)**

- Council votes on second reading of Comprehensive Plan **(December 6, 2016)**
- Council votes on second reading of Subdivision Ordinance **(December 6, 2016)**
- Council votes on third reading of Comprehensive Plan **(December 20, 2016)**
- Council votes on third reading of Subdivision Ordinance **(December 20, 2016)**
- P&Z conducts preliminary hearing on Zoning Ordinance **(January 9, 2017)**
- Council calls Joint Public Hearing with P&Z on Zoning Ordinance **(January 17, 2017)**
- Council holds Joint Public Hearing with P&Z on Zoning Ordinance **(February 21, 2017)**
- Council votes on first reading of Zoning Ordinance **(February 21, 2017)**
- Council votes on second reading of Zoning Ordinance **(March 7, 2017)**
- Council votes on third reading of Zoning Ordinance **(March 21, 2017)**

Fiscal/Budgetary Impact:

Approve the ordinance amending the Zoning Ordinance (1st of 3 readings).

Appendix A - ZONING

ORDINANCE NO. 819

An ordinance amending in its entirety the Zoning Ordinance of the City of Deer Park, Texas, No. 283, adopted October 24, 1963, as amended, this ordinance establishing zoning regulations and districts in the City of Deer Park, Texas, in accordance with a comprehensive plan, regulating and restricting the height, number of stories, size, type and character of construction of buildings and other structures, the area of lots and buildings that may be occupied, the size of lots, yards, courts and other open places, the density of population, the location and uses of buildings, structures and land for predevelopment, commerce, trade, industry, residences and other purposes; establishing the boundaries of such districts, regulating and restricting the occupancy, improvement, erection, placement, construction, removal, reconstruction, demolition, conversion, alteration, repair and use of buildings, structures, signs and land within such districts, providing uniform regulations for the several classes and kinds of uses, buildings and structures, the types and character of construction and uses within the several districts; adopting a map setting forth the several districts, adopting certain regulations, restrictions, limitations, performance standards and provisions applicable to such districts and requiring compliance with all of the provisions of this ordinance, defining terms used in this ordinance, and setting forth its purpose and objective, providing for vehicular loading and parking, providing for accessory buildings and uses for nonconforming uses of buildings, structures and land; providing for certain exceptions, modifications and special conditions to the uses established, providing the procedure to obtain specific use permits in certain instances, providing for completion of structures under construction at the time of passage of this ordinance; providing for administrative procedure and for the duties of the City Director of planning and inspections in connection with the administration of this ordinance; providing for building permits and certificates of occupancy; providing for pending litigation and prior violations; providing for a board of adjustment and the powers and procedure thereof; providing the procedure for amendments; providing for severability; prescribing a penalty by fine of not less than \$25.00 nor more than \$2,000.00 for violations, each day violations are permitted to exist constituting a separate offense.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS

That Ordinance No. 283 of the City of Deer Park, Texas, known as the Zoning Ordinance, passed and approved October 24, 1963, together with all amendments thereto, is hereby amended in its entirety to read as follows:

FOOTNOTE(S):

--- (1) ---

Editor's note—Appendix A, derived from Ord. No. 819, adopted August 24, 1971, is included herein as enacted including section designations and catchlines. Where the term "section" was erroneously used, it has been changed to "section." Amendments to the ordinance are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original ordinance. Obvious misspellings and punctuation errors have been corrected without notation. For stylistic purposes, headings and catchlines have been made uniform and the same system of capitalization, citation to state statutes, and expression of numbers in text as appears in the Code of Ordinances has been used. Additions made for clarity are indicated by brackets.

Charter reference— Planning and zoning, art. VIII.

State Law reference— Regulation of land use, structures, businesses and related activities, V.T.C.A., Local Government Code § 211.001 et seq.

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How to Use This Ordinance?

Content Organization and Page Layout

The Zoning Ordinance is organized into 18 sections, which are further divided using standard outline hierarchy. The content and page layout are designed to promote a clear understanding of requirements, as well as quick retrieval of relevant standards, procedures and other information. The following key assists with navigating through this document.

Reading the Ordinance

Rules have been established to assist with interpreting the ordinance. Below are some rules to keep in mind when reading this document:

- ☑ Sometimes there may be general and specific regulations that pertain to one particular aspect of site design. In such instances, the specific regulations must be followed.
- ☑ Discrepancies between text and an illustration (including its caption) may occur. In the case of such discrepancies, the text is considered the accurate source of information.
- ☑ The use of the word shall carries significant meaning. Shall regulations must be followed. Requirements that use the word may are discretionary, meaning that the requirement is at the discretion of the Planning Commission or Zoning Board of Appeals.
- ☑ Section 18, Definitions, contains over 330 terms. If a term is not listed in this section, it will carry the meaning customarily assigned to it.
- ☑ Conjunctions are often used and must be read accurately:
 - AND indicates that all connected items, conditions, provisions or events shall apply.
 - OR indicates that the connected items, conditions, provisions or events may apply singly or in any combination. (OR may also be read “and/or”)
 - EITHER ... OR indicates that the connected items, conditions, provisions or events shall apply singly, but not in combination.

SECTION 1 – ZONING GENERAL PROVISIONS

Section 1. Zoning General Provisions

1.01 Title.

This ordinance and subsequent regulations of the City of Deer Park, Texas shall be known as, and may be cited and referred to as the “Deer Park Zoning Ordinance”

1.02 Authority.

This Zoning Ordinance is adopted pursuant to the authority granted by the U.S. Constitution, the Texas Constitution, and the laws of the State of Texas, specifically including Chapter 211 (*municipal zoning authority*) of the Texas Local Government Code, and the home rule charter of the City of Deer Park.

1.03 Purpose.

1.03.1. Zoning Ordinance Intent.

The purpose and object of this ordinance is to change existing zoning districts and regulations of the City of Deer Park, Texas, to provide such new districts and regulations as have been demonstrated as being needed by the comprehensive plan of the City of Deer Park to promote health, safety, morals, and the general welfare of the City of Deer Park. The zoning regulations and districts established by this ordinance have been designed to do the following:

- Lessen congestion in the streets;
- To secure safety from fire, panic and other danger;
- To provide adequate light and air;
- To prevent the overcrowding of land;
- To avoid undue concentration of population; and
- To facilitate the adequate provisions of transportation, water, sewerage, schools, parks, and other public requirements.

They have been made with reasonable consideration, among other things, for the character of district and for its peculiar suitability for particular uses, and with a view to conserving the value of buildings and encouraging the most appropriate use of the land throughout the City of Deer Park, Texas. The comprehensive basic purpose set forth in this article includes the specific purposes provided herein for the individual zoning districts and use groups.

All land, buildings, structures or appurtenances thereon located within the City of Deer Park, Texas, which are hereafter occupied, used, erected, altered, removed, placed, demolished or converted shall be occupied, used, erected, altered, removed, placed, demolished or converted in conformance with the zoning regulations prescribed for the zoning district in which such land or building is located, as hereinafter provided.

SECTION 1 – ZONING GENERAL PROVISIONS

1.03.2. Zoning Ordinance Considerations.

The zoning regulations and districts have been made with reasonable consideration, among other things, for the character of the district, and its peculiar suitability for the particular uses specified; and with a view to conserving the value of building and encouraging the most appropriate use of land throughout the City consistent with the Comprehensive Plan. The Comprehensive Plan has been used as a guide to develop the regulations within this Zoning Ordinance.

1.04 Official Zoning District Map.

1.04.1. Zoning Districts Shown on the Zoning District Map.

The boundaries of zoning districts set out herein are delineated upon a Zoning District Map of the City, adopted as part of this ordinance as fully as if the same were set forth herein in detail.

1.04.2. Official Zoning District Map.

1. The Official Zoning District Map shall be labeled the “Official Zoning District Map of the City of Deer Park, Texas,” shall be signed by the City Secretary and the Mayor on the date of adoption, and shall be maintained as a physical hard-copy file and an electronic file. In the case of a dispute, the hard-copy shall control.
2. The “Official Adoption Date” and the “Last Amended Date” shall be shown on the Official Zoning District Map.

1.04.3. Establishment and Interpretation of District Boundaries.

1. Zoning Map.
The boundaries of the districts are as shown on the map designated as "zoning map," signed by the mayor and city secretary, and said map shall form part of this ordinance to the same extent as if included herein.
2. District Boundaries.
Unless otherwise indicated on the zoning map, the district boundaries are property lines or the center lines of streets, alleys, or railroad tracks, or the projections thereof, or lines at specified distances therefrom, as same existed at the time of enactment of this ordinance.
3. Location of District Boundaries.
Where uncertainty exists as to the boundaries of any zoning district, or where the boundaries of a street or property existing on the ground are at variance with those shown on the zoning map, the board of adjustment, upon written application or upon its own motion, shall determine the location of such boundaries.
4. Exempt Districts.

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SECTION 1 – ZONING GENERAL PROVISIONS

Since separate agreements exist between industry and the City of Deer Park, the provisions of this Zoning Ordinance shall not apply to those districts designated as M3 intensive industrial districts on the zoning map as defined in Section 1.05.2 and included as a part of this ordinance.

1.04.4. Interpretation of District Bulk and Area Regulations.

General. Unless otherwise indicated, the bulk and area regulations shall be interpreted to establish maximum or minimum permissiveness as follows:

Lot area	minimum
Lot area per dwelling unit	minimum
Lot width	minimum
Usable open space	minimum
Front yard	minimum
Rear yard	minimum
Side yards	minimum
Height	maximum

1.04.5. Specific Use Permit.

Uses which are regulated by a specific use permit when authorized in any district shall first have complied with the review and administrative procedures set forth under Section 17, section 17.04.

1.05 Management, Physical Locations, and Maintenance of the Official Zoning District Map.

1. Three (3) identical copies of the Zoning District Map shall be adopted and shall bear the signature of the Mayor and the attestation of the City Secretary. The three (3) official copies of the Zoning District Map shall be filed and maintained as follows:
 - a. One (1) copy shall be filed with the City Secretary and retained as an original record and shall not be changed in any manner.
 - b. One (1) copy shall be filed with the Building Official or other designee and shall be maintained with all changes and subsequent amendments for observation in issuing building permits and enforcing the Zoning District Map.
 - c. One (1) copy shall be filed in the office of the Director of Public Works or other designee and shall be maintained by posting thereon all changes and amendments.
2. The Director of Public Works or other designee shall maintain an electronic file of the official Zoning District Map, as it was originally adopted.

An additional copy of the original Zoning District Map shall be placed in the Office of the Chief Building Official or other designee.

SECTION 1 – ZONING GENERAL PROVISIONS

- a. The copy shall be used for reference and shall be maintained up-to-date by posting thereon all subsequent amendments and shall be identified as the Current Zoning District Map.
- b. In order to provide and maintain a current-to-date and accurate map of all zoning district boundaries, the City shall maintain electronic mapping files or other similar Geographic Information System (GIS) files of the Official Zoning District Map with all approved zoning amendments.
- c. In case of any question involving a district designation within the City, the updated copy of the Official Zoning District Map on file in the office of the Chief Building Official is presumed correct, and the person challenging the accuracy of that copy has the burden of presenting the Official Zoning Map, together with the ordinances amending the Map, to prove the inaccuracy of the updated copy.

1.05.1. Incorporating Updates to the Official Zoning District Map.

- The Director of Public Works or other designee shall be responsible for updates to the official Zoning District Map.
- The Director of Public Works or other designee's copy of the official Zoning District Map shall be used for reference and shall be maintained by incorporating all subsequent amendments enacted by official action of the City Council.
- The Director of Public Works or other designee shall use all reasonable means to protect the official Zoning District Map from damage, and to ensure the accurate restoration of the map file if damage or destruction of the original file occurs.

1.05.2. Changes or Amendments Reflected on the Map.

- Any changes or amendments made to the zoning district boundaries shall be incorporated into the Zoning District Map files (*i.e., physical and electronic*) promptly after the amendment has been approved by the City Council.
- The Director of Public Works or other designee shall maintain a descriptive log of amendments to the map.
- The Director of Public Works or other designee shall use all reasonable means to ensure that no changes are made to the official Zoning District Map without authorization by official action of the City Council.

1.05.3. Replacement of a Damaged, Destroyed, or Lost Official Zoning District Map.

- In the event that the official Zoning District Map file becomes damaged, destroyed, lost or difficult to interpret for any reason, the City Council may adopt a new official Zoning District Map by ordinance following a public hearing.
- The new official Zoning District Map shall replace and supersede any prior official Zoning District Map.
- As a true replacement map, the new official Zoning District Map shall not amend or otherwise change district boundaries or classifications from the prior official Zoning District Map.

SECTION 1 – ZONING GENERAL PROVISIONS

1.05.4. Informational Zoning Maps with Updates.

- Informational zoning maps that are intended to represent the official Zoning District Map, with updated changes in zoning districts and boundaries as they are made, may be made from time to time and placed on physical display and on the City's website.
- The Director of Public Works or other designee shall be responsible for all informational zoning maps and the frequency of updates.

1.06 Compliance Required / Interpretation / Rules of Construction.

1.06.1. Compliance Required.

All land, buildings, structures or appurtenances located within the City shall conform to the zoning regulations prescribed for the zoning district in which such land or building is located, or subject to penalties as provided for by Code.

1.06.2. Interpretation.

1. Restrictiveness. Where the regulations in this ordinance are either more restrictive or less restrictive than comparable conditions imposed by any other provision of any other applicable law, ordinance, resolution, rule or regulation of any kind, the regulations that are more restrictive and impose higher standards shall govern.
2. Abrogation. These regulations are not intended to abrogate any easement, covenant or other private agreement, provided that where the requirements of this regulations are more restrictive or impose higher standards or regulations than such easement, covenant or other private agreement, the requirements of these regulations shall govern.
3. Cumulative Effect. These regulations are cumulative and may impose additional limitations upon all other laws and ordinances previously passed or that may be passed in the future on any subject matter set forth in these regulations.
4. Error Correction. In the event that any property or zoning district set forth on the Zoning District Map as provided in Section 1.04 Official Zoning District Map of this ordinance is misnamed, designated incorrectly, the boundaries are incorrect or the property is omitted, in part or in whole, the Zoning District Map may be amended and/or supplemented by the property owner of a tract, the City Council, or the Planning and Zoning Commission may submit an application to the Director of Public Works or other designee to initiate the error correction process, which shall be processed as a zoning map amendment.

1.06.3. Rules of Construction.

The language set forth in these regulations is to be interpreted in accordance with the following rules of construction:

SECTION 1 – ZONING GENERAL PROVISIONS

1. Number. The singular number includes the plural, and the plural the singular.
2. Tense. The present tense includes the past and future tenses, and the future the present.
3. Mandatory and Permissive Language. The word “shall” and “must” are mandatory while the word “may” is permissive.
4. Gender Terms. The masculine gender includes the feminine.
5. Parentheses. Any word appearing in parentheses directly after a word herein defined shall be construed in the same sense as the word.
6. Conflicts. If there is an expressed conflict:
 - a. The text of this ordinance controls over the charts or any other graphic display in this ordinance; and
 - b. The use regulations control over the district regulations in this ordinance.

1.07 Nonconforming Uses and Structures.

1.07.1. Intent of Provisions.

1. Existence of Nonconformities.
 - a. The purpose of this Subsection 1.07 is to establish provisions for the allowance and potential alteration of uses, lots and/or structures which do not conform to currently applicable standards or regulations, but which were in conformance with standards in place at the time of their inception, and have been rendered nonconforming due to a change in the applicable standards and regulations.
 - i. Nonconformities occur in three (3) general categories, or combinations thereof.
 - 1) Nonconforming lots as described in 1.07.2(1a). For example, a nonconforming lot can be nonconforming as to lot area or dimension requirement.
 - 2) Nonconforming structures as described in 1.07.2(1a). For example, a nonconforming structure can be nonconforming as to setback, yard, or height lot area or dimension requirement.
 - 3) Nonconforming uses are uses as described in 1.07.2(1a).
 - b. It is the declared intent of this section that nonconforming uses and structures eventually be eliminated and be required to comply with the regulations of the Zoning Ordinance, having due regard for the property rights of the person affected, the public welfare, and the character of the surrounding area.
2. Limit Incompatibility.

It is further the intent of this Section 1.07 that nonconforming uses shall not be:

 - a. Enlarged upon,

SECTION 1 – ZONING GENERAL PROVISIONS

- b. Expanded or extended, or
- c. Used as a basis for adding other structures or uses prohibited elsewhere in the same district.

3. Incompatible Uses.

Notwithstanding anything to the contrary, nonconforming uses are hereby declared incompatible with the permitted uses in the districts involved.

1.07.2. Establishment of Legal Nonconforming Status.

1. Existence.

For purposes of interpretation of this subsection, any uses, structures and/or lots which in whole or part are not in conformance with current zoning standards shall be considered as follows.

a. Legal Nonconforming.

Those uses, structures or lots which in whole or part are not in conformance with current zoning standards, but were legally established at a prior date at which time they were in conformance with applicable standards. Such uses, structures or lots may be maintained or potentially altered subject to the provisions of this subsection.

b. Illegal Status.

Those uses, structures or lots which in whole or part are not in conformance with current zoning standards and were not in conformance with applicable standards at the time of their inception shall not be considered nonconforming, but shall be considered illegal uses, structures, or lots and shall not be approved for any alteration or expansion, and shall undertake necessary remedial measures to reach conformance with current standards, or be discontinued.

2. Time of Adoption.

Any use, platted lot, and/or structure is a lawful use at the time of the adoption of any amendment to this ordinance but by such amendment is placed in a district wherein such use, platted lot, and/or structure is not otherwise permitted shall be deemed legal nonconforming.

3. Annexation.

If a use, platted lot and/or structure was in existence at the time of annexation to the City and has since been in regular and continuous use shall be deemed legal nonconforming.

1.07.3. Burden of Demonstration.

The burden of establishing that any nonconformity is a legal nonconformity as defined in this subsection shall be borne by the owner or proponent of such nonconformity.

1.07.4. Continuing Lawful Use of Property and Existence of Structures.

1. Abandonment of Nonconforming Use.

If a nonconforming use on a particular parcel of land shall cease operations for a period of more than six (6) months, then such nonconforming use shall be deemed to be permanently abandoned. Unless the Board of Adjustment reinstates the nonconforming rights pursuant to Section 11.6

SECTION 1 – ZONING GENERAL PROVISIONS

Reinstatement of Nonconforming Rights of this Ordinance, such a use shall not be instituted on that parcel or other parcel in any district which does not permit the discontinued use. For the purpose of this paragraph, to “cease operations” shall mean to intentionally terminate operations of the nonconforming use. Any nonconforming use which does not involve a permanent type of structure or operation and which is moved from the premises shall be considered to have been abandoned.

2. Reinstatement of Nonconforming Use Rights.

An owner and/or operator of a nonconforming use that has been deemed permanently abandoned pursuant to 1.07.4(1) may request that the nonconforming rights to the use be reinstated pursuant to Section 11.6 Reinstatement of Nonconforming Rights of this Ordinance.

3. Prohibited Expansion or Reoccupation.

A nonconforming use or structure shall not be expanded, reoccupied with another nonconforming use, or increased as of the effective date of this ordinance except as provided in 1.07.6. Expansion of Nonconforming Uses and Structure.

4. Single Family Residential Uses.

- a. Conforming single family residential uses on platted lots approved prior to April 5, 2011, which may now be nonconforming due to stricter standards, shall be deemed in conformance with this ordinance as long as the use of the lot is allowed in the respective district.
- b. Only the lot size, depth, setbacks and width shall be allowed to be less than the regulations prescribed in the zoning district in which it is located. All other regulations of this ordinance shall be met, or the lot shall be considered nonconforming.

5. Existing Platted Lots are Conforming Lots.

Any existing vacant lot platted prior to April 5, 2011, which was legally conforming, shall be deemed a conforming lot.

1.07.5. Changing Uses and Nonconforming Rights.

1. Nonconforming Use to Conforming Use.

Any nonconforming use may be changed to a conforming use, and once such change is made, the use shall not be changed back to a nonconforming use.

2. Nonconforming Use to Another Nonconforming Use.

A nonconforming use may not be changed to another nonconforming use.

3. Conforming Use in a Nonconforming Structure.

Where a conforming use is located in a nonconforming structure, the use may be changed to another conforming use by the process outlined in 1.07.6 Expansion of Nonconforming Uses and Structures.

1.07.6. Expansion of Nonconforming Uses and Structures

An expansion of a nonconforming use or structure is allowed in accordance with the following.

1. Nonconforming Use Expansion in Existing Building.

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SECTION 1 – ZONING GENERAL PROVISIONS

A nonconforming use located within a building may be extended throughout the existing building, provided.

- a. No structural alteration, except as provided in 1.07.6(5) below, may be made on or in the building except those required by law to preserve such building in a structurally sound condition.
- b. The number of dwelling units or rooms in a nonconforming residential use shall not be increased so as to exceed the number of dwelling units or rooms existing at the time said use became a nonconforming use.

2. Nonconforming Use Prohibited from Expansion beyond Existing Building.

Nonconforming use within a building shall not be extended to occupy any land outside the building.

3. Off-Street Loading and Parking.

Nonconforming use of land or building shall not be enlarged, increased, or extended to occupy a greater area of land than was occupied at the time the land became a nonconforming use, except to provide off-street loading or off-street parking space.

4. Residential Lot Exemption.

The minimum residential lot areas for the various zoning districts shall be in accordance with their respective districts except that a lot having less area than herein required which was an official "lot of record" prior to April 5, 2011, may be used for a single family dwelling.

5. Expansion of Nonconforming Buildings with Conforming Uses.

Buildings or structures which do not conform to the area regulations or development standards in this ordinance but where the uses are deemed conforming shall not increase the gross floor area greater than 10 percent from the date when the building became nonconforming.

6. Reuse of Abandoned or Vacant Buildings by Conforming Uses Allowed.

Buildings or structures which have been vacant or abandoned for more than six (6) months and do not meet the current area regulations or development standards shall be allowed to be re-occupied by a conforming use.

1.07.7. Restoration of Nonconforming Structures

1. Total Destruction.

If a nonconforming structure is destroyed by fire, the elements, or other cause, it may not be rebuilt except to conform to the provisions of this Ordinance.

2. Partial Destruction.

In the case of partial destruction of a nonconforming structure not exceeding 51 percent of its total appraised value as determined by the Appraisal District, reconstruction will be permitted, but the existing square footage or function of the nonconforming structure cannot be expanded.

1.07.8. Movement of Nonconforming Structures

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1. Relocation of a Nonconforming Structure within a Platted Lot.

Nonconforming structures may be relocated within the same platted lot.

2. Compliance.

Nonconforming structures shall comply with all setback and screening requirements.

1.07.9. Completion of Structures

Nothing herein contained shall require any change in the plans, construction, or designated use of the following.

1. Approved Building.

A building or structure for which a building permit has been issued or a Site Plan approved prior to April 5, 2011.

2. Building in the Approval Process.

A building or structure for which a complete application for a building permit was accepted by the Chief Building Official on or before the effective date of these regulations, provided however, that such building permit shall comply with all applicable ordinances in effect on the date such application was filed.

Section 2. Zoning Districts Established

2.01 Zoning District Authorization.

This Chapter contains regulations for 19 zoning districts, and the boundaries of those zoning districts are delineated on the Official Zoning District Map.

2.01.1. Zoning Districts.

The location and boundaries of the districts have been established by ordinance and are shown and delineated on the Official Zoning District Map.

2.01.2. Effect of Zoning District Change.

The reclassification of property to a new zoning district is an amendment of the Official Zoning District Map and shall be recorded on the Official Zoning District Map.

2.01.3. Interpretation of District Boundaries.

The district boundary lines shown on the Official Zoning District Map are designed to run regularly along streets, alleys or property lines. When uncertainty exists as to the boundaries of the districts on the Official Zoning District Map, the following rules apply unless indicated otherwise:

- Center Lines. Boundaries approximately following the centerlines of streets or highways shall be construed to follow such centerlines.
- Platted Lot Lines. Boundaries approximately following platted lot lines shall be construed as following such lot lines.
- City Limit Lines. Boundaries approximately following city limits shall be construed as following such city limits.
- Railroad Lines. Boundaries following railroad lines shall be construed to be the middle of the railroad easement or ROW.

Distances not specifically indicated on the Official Zoning District Map shall be determined by the scale of the map.

2.02 Zoning Districts Established.

2.02.1. Purpose.

The purpose of this section is to create zoning districts, to specify the nature and components of the permitted development within them, and to establish regulations regarding the physical character and intensity of development in order to protect the public health, safety and welfare.

2.02.2. Zoning Districts Established.

The City is hereby divided into the following zoning districts. The use, height and area regulations as set out herein apply to each district. The districts established herein shall be known as the following.

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SECTION 2 – ZONING DISTRICTS

District Group Designation	District Symbol	District Name
Special Zoning Districts		
Special Zoning Districts	PUD	Planned Unit Development District
	PD	Predevelopment District
Residential Zoning Districts		
Residential districts	SF1	Single-Family Residential District 1
	SF2	Single-Family Residential District 2
	SF3	Single-Family Residential District 3
	2F	Two-Family Residential (<i>Duplex</i>) District
	PH	Patio Home District
	TH	Townhome District
	MF1	Multiple-Family Low Density District 1
	MF2	Multiple-Family High Density District 2
	MH	Manufactured Home Parks District
Nonresidential Zoning Districts		
Commercial	OP	Office & Professional District
	NS	Neighborhood Shopping District
	HD	Highway District
	GC	General Commercial District
	MX	Mixed-Use District
Industrial Districts		
Industrial districts	M1	Industrial Park District
	M2	General Industrial District
	M3	Intensive Industrial District

The single-family dwelling district is comprised of the SF1, SF2, and SF3 districts; the multiple-family district is comprised of the MF1 and MF2 districts.

(Ord. No. 1679, § V, 11-1-1983)

SECTION 2 – ZONING DISTRICTS

2.03 Establishment and Interpretation of District Boundaries.

2.03.1. Zoning Map.

The boundaries of the districts are as shown on the map designated as "zoning map," signed by the mayor and City Secretary, and said map shall form part of this ordinance to the same extent as if included herein.

2.03.2. District Boundaries.

Unless otherwise indicated on the zoning map, the district boundaries are property lines or the center lines of streets, alleys, or railroad tracks, or the projections thereof, or lines at specified distances therefrom, as same existed at the time of enactment of this ordinance.

2.03.3. Location of District Boundaries .

Where uncertainty exists as to the boundaries of any zoning district, or where the boundaries of a street or property existing on the ground are at variance with those shown on the zoning map, the board of adjustment, upon written application or upon its own motion, shall determine the location of such boundaries.

2.03.4. Exempt Districts.

Since separate agreements exist between industry and the City of Deer Park, the provisions of this Zoning Ordinance shall not apply to those districts designated as M3 intensive industrial districts on the zoning map as defined in Section 2.03.1 and included as a part of this ordinance.

2.04 Interpretation of District Bulk and Area Regulations.

2.04.1. General.

Unless otherwise indicated, the bulk and area regulations shall be interpreted to establish maximum or minimum permissiveness as follows:

Lot Area	minimum
Lot Area per Dwelling Unit	minimum
Lot Width	minimum
Usable Open Space	minimum
Front Yard	minimum
Rear Yard	minimum
Side Yards	minimum
Height	maximum

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SECTION 2 – ZONING DISTRICTS

2.05 Specific Use Permit (SUP).

Uses which are regulated by a specific use permit when authorized in any district shall first have complied with the review and administrative procedures set forth under Section 17.04.

2.06 Zoning Map Reproduction.

Reproductions for information purposes may be made of the Official or Current Zoning District Map.

2.07 Zoning Violations.

Any person, firm, or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of the Zoning Ordinance shall be fined not more than \$2,000 for each violation. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 3 – PREDEVELOPMENT DISTRICTS

Section 3. Predevelopment Districts

3.01 Purposes.

The regulations for the predevelopment district are designed to preserve temporarily, in agricultural use, land which may be suited for eventual development in some urban use, pending the need and proper timing for the economical provisions of major streets, utilities and other facilities.

3.02 Permitted Uses.

3.02.1. Principal Uses.

Principal uses permitted in a predevelopment district are limited to those included in the use groups set forth below, subject to the indicated district regulations. Detailed lists of permitted uses in the various use groups are set forth in Section 12 of this chapter.

Use Groups	District Regulations
Group 1. Agriculture (<i>field crops, etc.</i>)	None
Group 2. Animal Husbandry	Special conditions as set forth in Section 14.18
Group 3. Single-family Dwellings	None
Group 10. Community Facilities	Specific use permit by City Council & conditions as indicated in Section 12.
Group 11. Community Facilities	Same as Group 10.
Group 12. Public Utility & Similar Facilities	Same as Group 10.
Group 28. Outdoor Advertising	Special conditions as set forth in Section 14.22

3.02.2. Accessory Uses.

Accessory uses to any of the above principal uses.

3.03 Bulk and Area Regulations.

In a predevelopment district, any use of land and any structure shall be subject to the following bulk and area regulations:

Lot Area	3 acres
Lot Area per Dwelling Unit	3 acres
Lot Width	200 feet
Front Yard	25 feet

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SECTION 3 – PREDEVELOPMENT DISTRICTS

Rear Yard	20 feet
Side Yard	5 feet minimum 10 feet aggregate
Height	35 feet

3.04 Off-street Parking and Loading Requirements.

The number of off-street parking spaces required shall be as set forth in Section 12, and developed as provided by Section 16.09. Off-street loading requirements are set forth in Section 16.09.

3.05 Living Area.

The minimum living area of a single-family dwelling when constructed in any predevelopment district shall be 1,000 SF.

SECTION 4 – RESIDENTIAL DISTRICTS

Section 4. Residential Districts

4.1 Purpose.

The regulations for residential districts are designed to:

- Protect the residential character of areas so designated by excluding therefrom principal commercial and industrial activities;
- Encourage a suitable environment for family life by permitting appropriate neighborhood facilities such as churches, schools, and playgrounds;
- Permit certain institutions and utility facilities considered necessary in or compatible with residential neighborhoods;
- Preserve openness of the living areas and to avoid overcrowding by requiring certain minimum yards, open spaces, and site areas, and maximum bulk of structures;
- Provide for access of light and air to windows and for privacy, as far as possible, by controls over the spacing and height of buildings and other structures;
- Make available areas suitable for a variety of dwelling types and densities to permit a wide range of individual choice;
- Ensure the provision of adequate off-street parking space to provide for the parking needs of the permitted uses;
- Protect residential areas against hazardous, offensive or objectionable influences;
- Protect residential areas against heavy traffic and against through traffic of all kinds.

4.2 District Descriptions.

4.3 Single Family (SF) District.

4.03.1. Permitted Uses.

4.03.1.1. Principal Uses.

Principal uses permitted in an SF district are limited to those included in the use groups set forth below, subject to the indicated district regulations. Detailed lists of permitted uses in the use groups are set forth in Section 14.

Use Groups	District Regulations
Group 1. Agriculture (<i>field crops, etc.</i>)	None
Group 3. Single-family Dwellings	None
Group 10. Community Facilities	Specific use permit by City Council, & conditions as indicated in Section 12.
Group 11. Community Facilities	Same as Group 10.

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Group 12. Public Utility & Related Facilities	Same as Group 10.
Group 13. Off-street Parking, Accessory, Special	Specific use permit by City Council, & conditions as set forth in Section 16.09

4.03.1.2. Accessory Uses.

Accessory uses to any of the above principal uses.

4.03.2. Bulk and Area Regulations.

SF1 District	
Lot Area	6,900 SF
Lot Width	65 feet
Front Yard	25 feet
Rear Yard	20 feet
Side Yard	5 feet minimum 10 feet aggregate
Height	Principal building – 35 feet Accessory structure – 15 feet
SF2 District	
Lot Area	5,000 SF
Lot Width	50 feet
Front Yard	25 feet
Rear Yard	15 feet
Side Yard	5 feet minimum 10 feet aggregate
Height	Principal building – 35 feet Accessory structure – 15 feet
SF3 District	
Lot Area	4,000 SF
Lot Width	40 feet
Front Yard	20 feet
Rear Yard	10 feet
Side Yard	0 feet minimum 10 feet aggregate

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Height	Principal building – 35 feet Accessory structure – 15 feet
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(Ord. No. 1679, § VI, 11-1-1983)

4.03.1.3. Off-street Parking and Loading Requirements.

The number of off-street parking spaces required shall be as set forth in Section 12, and developed as provided by Section 16.09

(Ord. No. 1679, § VI, 11-1-1983)

4.03.1.4. Living Area.

The minimum living area of a single-family dwelling when constructed in any SF single-family district shall be 1,000 SF.

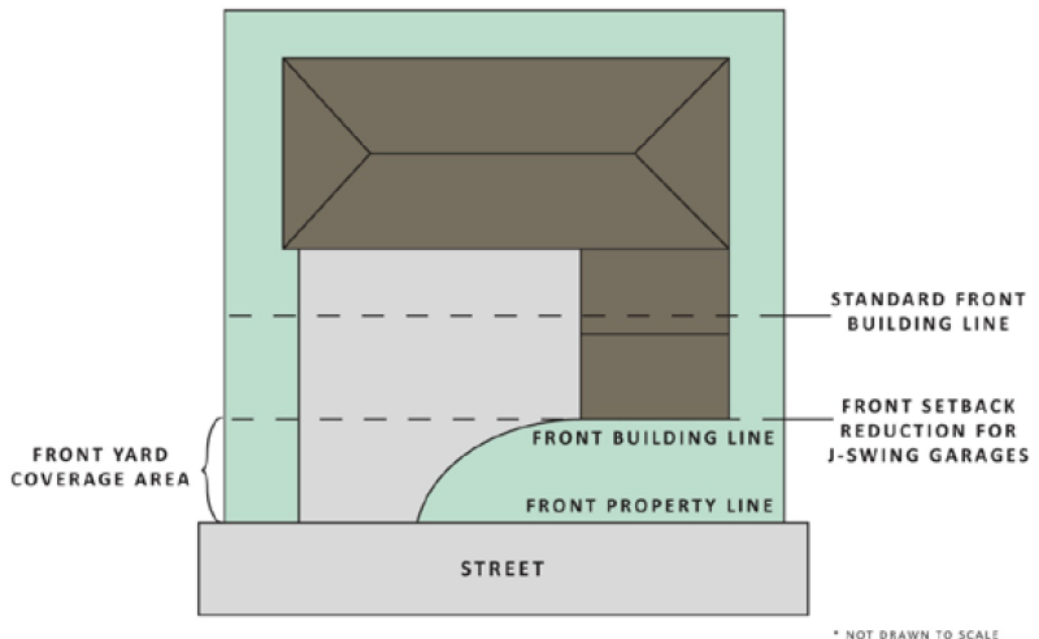
(Ord. No. 1679, § VI, 11-1-1983)

4.03.1.5. Area Regulations.

Property and buildings shall conform to the related standards listed within 9.4 Residential Districts Development Standards and the following regulations. If there is a conflict between 9.4 and the following regulations, the following regulations shall control.

▪ Front Yard Coverage.

The cumulative area of any driveway plus any impermeable surface area located between the front property line and any front building wall shall not exceed 50 percent of the area between the front property line and any front building wall, as shown in the figure below.



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4.03.1.6. Covered Parking in SF3.

Covered parking in SF3. In addition to the requirements of Section 4.03.1.3, there shall be required two (2) covered and enclosed parking spaces in SF3 districts.
(Ord. No. 1679, § VI, 11-1-1983)

4.4 Two Family (TF) District.

4.04.1. General Purpose and Description.

The TF – Two Family Residential (*Duplex*) District is intended to promote quality duplex residential development. Individual ownership of the two family or duplex unit is encouraged.

This District may include neighborhoods consisting entirely of duplexes, or, when in accordance with the intent of the Comprehensive Plan, may provide a transition district between lower density residential areas and more intense residential, nonresidential areas, or Major Thoroughfares.

4.04.1.1. Permitted Uses.

4.04.1.1.1. Principal Uses.

Principal uses permitted in a TF district are limited to those included in the use group set forth below, subject to the included district regulations. Uses permitted in the TF District is outlined in Section 10.04 Detailed lists of permitted uses in the use groups are set forth in Section 12.

Use Groups	District Regulations
Group 1. Agriculture (<i>field crops, etc.</i>)	None
Group 3. Single-family Dwellings	None
Group 4. Two-family Dwellings	None
Group 10. Community Facilities	Specific use permit by City Council, & conditions as indicated in Section 12.
Group 11. Community Facilities	Same as Group 10.
Group 12. Public Utility & Related Facilities	Same as Group 10.
Group 13. Off-street Parking, Accessory, Special	Specific use permit by City Council, & conditions as set forth in Section 16.09

4.04.1.1.2. Accessory Uses.

Accessory uses to any of the above principal uses.

4.04.1.2. Bulk and Area Regulations.

In a TF district, any use of land and any structure shall be subject to the following bulk and area regulations:

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Lot Area:	
One-family Dwelling	5,000 SF
Two-family Dwelling	7,000 SF
Lot Area Per Dwelling Unit:	
One-family Dwelling	5,000 SF
Two-family Dwelling	3,500 SF
Lot Width:	
One-family Dwelling	50 feet
Two-family Dwelling	70 feet
Front Yard	25 feet
Rear Yard	15 feet
Side Yard:	
One-family Dwelling	5 feet minimum 10 feet aggregate
Two-family Dwelling	9 feet minimum 20 feet aggregate
Height	Principal building – 2 story Accessory structure – 15 feet

(Ord. No. 1830, § 3, 11-19-1985)

4.04.1.3. Off-street Parking and Loading Requirements.

The number of off-street parking spaces required shall be as set forth in Section 14, and developed as provided by Section 16.09. Off-street loading requirements are set forth in Section 16.09
(Ord. No. 1679, § VI, 11-1-1983)

4.04.1.4. Living Area.

The minimum living area of a single-family dwelling and for each unit in a two-family dwelling when constructed in any TF two-family district shall be 1,000 SF.
(Ord. No. 1679, § VI, 11-1-1983)

4.5 Patio Home (PH) District.

4.05.1. General Purpose and Descriptions.

The PH District is provided to allow for development of "zero-lot line" homes in a modified residential district, which encourages greater use of the side yard areas. Clustered lot patterns with a common usable open space system can be incorporated as an integral part of the development.

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4.05.1.1. Permitted Uses.

Uses permitted in the PH District is outlined in Section 10.04

1. Zero-lot line, or patio home, residential detached dwellings in a platted subdivision.
2. Community Owned or Multiple Ownership Areas.

Open space, community center, an access gate, an entrance guard facility, recreational building and facilities are permitted uses provided they are incidental to the above-described residential uses, are approved on a Final Plat, and meet the following conditions.

- a. In accordance with the Subdivision Ordinance, a HOA shall be established to maintain open space, recreational areas, and other commonly owned facilities.
 - The developer is responsible for drafting the HOA documents pertaining to the HOA's responsibilities to maintain these areas.
 - Major creek areas delineated as the City's linear park system shown on either the City's Parks Master Plan or City's Hike & Bike Trail Master Plan shall not count towards the required open space. The Major Creeks areas not shown as part of either plan may count toward the required open space where lots do not back to the open space.
- b. Prior to approval of a Final Plat, a document establishing the HOA shall be submitted to the City for review and approved by the City Attorney for conformance with all requirements and other applicable ordinances.
 - The City Attorney shall review and approve the HOA documents pertaining to maintenance of the HOA areas prior to their recording at the County.
 - The developer is responsible for reimbursement of the City Attorney's fees for reviewing these documents.

4.05.1.2. Area Regulations.

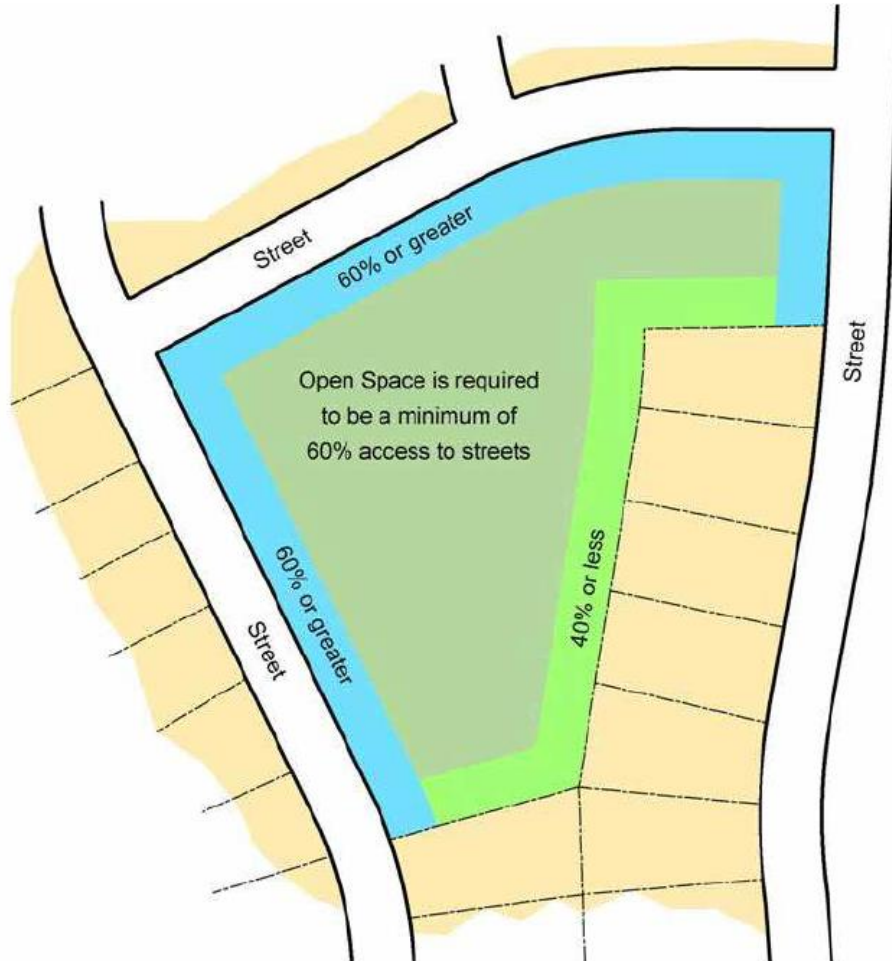
Property and buildings shall conform to the related standards.

1. For lots with a zero (0) side yard setback
 - a. A roof overhang equipped with a gutter may extend a maximum of eight (8) inches into a neighboring property. No other roof overhangs or extensions from a wall may extend into a neighboring lot.
 - b. The closest exterior roofline to an adjacent property shall be storm guttered if the general slope of the roof falls toward the neighboring property. Gutters shall include returns to direct the water to the lot of origin.
 - c. The "zero" side shall be designated on the Final Plat. All access, maintenance, and use easements shall be provided on preliminary and Final Plats.
 - d. A five (5) foot wide access, maintenance, and use easement shall be dedicated on the Final Plat for all lots adjacent to lots with a "zero" side. The purpose of this easement is to give the adjoining owner access for maintenance of his/her dwelling.
 - e. The majority of one side of the structure shall be located within three (3) feet of one side lot line. Building walls which are located adjacent to the "zero" side of the lot shall not have any doors, windows, ducts, grills, vents, or other openings. This requirement precludes exterior walls forming enclosures for courts, patios, or similar indentations to the "zero" wall.

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2. Center Option Lots
 - a. Lots not using a zero (0) side yard setback shall be considered center option lots.
 - b. Center option lots shall conform to the related standards
3. Minimum Rear Yard
 - a. 12 feet
 - b. 20 feet for structures accommodating required off-street parking if provided from a dedicated street or private alley



4.6 Townhome (TH) District.

4.06.1. General Purpose and Descriptions.

The TH District provides for the development of attached residential dwelling units in structures built to accommodate three to eight (8) units per structure.

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In those districts where townhouses are a permitted use, the Building Official may issue a building permit for the erection of townhouses, provided that the development conforms to the following minimum conditions and requirements:

4.06.2. Minimum Site.

The minimum gross site area for a townhouse development shall be 15,000 SF. In determining compliance with this provision, no part of a lot shall be counted unless it is of such size, shape, topography, and location as to make it usable for individual townhouse lots, common parking or recreation areas, or necessary pedestrian ways.

4.06.3. Off-street Parking Areas.

If the required off-street parking facilities are not provided on the individual townhouse lots, they shall be provided on common areas, located within 200 feet of each lot so served, measured along a route of pedestrian access.

4.06.4. Usable Open Space.

There shall be at least 900 SF of common recreation area per townhouse lot; the minimum area of any common recreation area shall be 6,000 SF, and the minimum width of any such area shall be 60 feet. Each required common recreation area shall be within 300 feet of all the townhouse lots it is intended to serve, measured along a route of pedestrian access. Each required common recreation area shall be appropriately graded, turfed, surfaced, or otherwise landscaped and provided with suitable drainage facilities.

Pedestrian ways and swimming pools may be included as part of the required usable open space having the required minimum width, but off-street parking areas and service drives may not be included in such areas.

4.06.5. Common Areas - Ownership and Maintenance.

For any land or facilities to be used in common by residents of the development, there shall be provisions made for the establishment of a property owner's association to own, manage and maintain such common facilities.

4.06.6. Public Access.

Each individual townhouse lot shall abut on a public street.

4.06.7. Area Regulations.

1. Minimum Front Yard. 25 feet
2. Minimum Side Yard.
 - Five (5) feet from a side property line when adjacent to open space lots or amenity center lots.

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- 15 feet from a side property line when adjacent to detached residential dwelling units.
 - 20 feet from a side property line when adjacent to a dedicated street.
3. Minimum Rear Yard. 20 feet, 60 feet when the building is in excess of one (1) story and adjacent to a Single Family Zoning District.
4. Structure Separation. Structures on the same parcel shall have the following setbacks and/or minimum distance between structures.
- Minimum Front Yard: 25 feet
 - Minimum Side Yard: 10 feet between buildings without openings (*windows*); 15 feet between buildings with openings and when adjacent to side street; 60 feet when building is in excess of one story in height and adjacent to Single Family Zoning District
 - Minimum Rear Yard: 20 feet; 60 feet when the building is in excess of one story and adjacent to a Single Family Zoning District.

4.06.8. Permitted Uses.

Uses permitted in the TH District is outlined in Section 10.04.

1. Community Owned or Multiple Ownership Areas. Common open space, community centers, an access gates, an entrance guard facilities, recreational buildings and facilities are permitted uses provided they are incidental to the above-described residential uses, are approved on a Final Plat, and meet the following conditions.
- 1. In accordance with the Subdivision Ordinance, a homeowners association (HOA) shall be established to maintain open space, recreational areas, and other commonly owned facilities.
 - i. The developer is responsible for drafting the HOA documents pertaining to the HOA's responsibilities to maintain these areas.
 - 2. Prior to approval of a Final Plat, a document establishing the HOA shall be submitted to the City for review and approved by the City Attorney for conformance with all requirements and other applicable ordinances.
 - i. The City Attorney shall review and approve the HOA documents pertaining to maintenance of the HOA areas prior to their recording at the County.
 - ii. The developer is responsible for reimbursement of the City Attorney's fees for reviewing these documents.

4.7 Multifamily (MF) District.

4.8 MF1 District.

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4.08.1. Permitted Uses.

Principal uses permitted in an MF1 district are limited to those included in the use groups set forth below, subject to the indicated district regulations. Detailed lists of permitted uses in the use groups are set forth in Section 12.

Use Groups	District Regulations
Group 1. Agriculture (<i>field crops, etc.</i>)	None
Group 3. Single-family Dwellings	None
Group 4. Two-family Dwellings	None
Group 6. Multiple-family Dwellings	None
Group 10. Community Facilities	Specific use permit by City Council & conditions as indicated in Section 12.
Group 11. Community Facilities	Specific use permit by City Council, & conditions as set forth in Section 12.
Group 12. Public Utility & Related Facilities	Same as Group 11.
Group 13. Off-street Parking, Accessory, Special	Specific use permit by City Council, & conditions as set forth in 16.09

4.08.1.1. Accessory Uses.

Accessory uses to any of the above principal uses.

4.08.2. Bulk and Area Regulations.

In an MF1 district, any use of land or any structure shall be subject to the following bulk and area regulations.

4.08.3. General Regulations.

Lot Area:	
Townhouse Individual Lot	2,500 SF*
One-family Dwelling	6,000 SF
Two-family Dwelling	8,000 SF
Three-family Dwelling	Units × area per unit
Dwelling for 4 or More Families	Units × area per unit
Lot Area Per Dwelling Unit:	
Townhouse Individual Lot	2,500 SF*
One-family Dwelling	6,000 SF

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Two-family Dwelling	4,000 SF
Three-family Dwelling	4,000 SF
Dwelling for 4 or More Families	4,000 SF
Lot Width:	
Townhouse	25 feet
One-family Dwelling	60 feet
Two-family Dwelling	70 feet
Three-family Dwelling	80 feet
Dwelling for 4 or More Families	90 feet
Front Yard	25 feet
Rear Yard	20 feet
Side Yard:	
One-family Dwelling	7 feet minimum – 15 feet aggregate
Two-family Dwelling	9 feet minimum – 20 feet aggregate
Multiple Dwelling	10 feet minimum – 20 feet aggregate
Height	Principal building – 1 story Accessory structure – 15 feet

4.08.4. Off-street Parking and Loading Requirements.

The number of off-street parking spaces required shall be as set forth in Section 12, and developed as provided by Section 16.09. Off-street loading requirements are set forth in Section 16.09.

4.08.5. Living Area.

The minimum living area of each dwelling unit constructed in the MF1 district shall be:

- i. 1,000 SF for a single-family dwelling and for each unit in a two-family dwelling.
- ii. 650 SF for each unit of a townhouse or unit in a multiple dwelling.

4.9 MF2 District.

4.09.1. Permitted Uses.

4.09.1.1. Principal Uses.

Principal uses permitted in an MF2 district are limited to those included in the use groups set forth below, subject to the included district regulations. Detailed lists of permitted uses in the various use groups are set forth in Section 12.

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Use Groups	District Regulations
Group 1. Agriculture (<i>field crops, etc.</i>)	None
Group 3. Single-family Dwellings	None
Group 4. Two-family Dwellings	None
Group 6. Multiple-family Dwellings	None
Group 7. Apartment Hotels	None
Group 10. Community Facilities	Specific use permit by City Council, & conditions as indicated in Section 12.
Group 11. Community Facilities	Same as Group 10.
Group 12. Public Utility & Related Facilities	Same as Group 10.
Group 13. Off-street Parking, Accessory, Special	Specific use permit by City Council, & conditions as set forth in Section 16.09

4.09.1.1.1. Accessory Uses.

Accessory uses to any of the above principal uses.

4.09.2. Bulk and Area Regulations.

In an MF2 district, any use of land or any structure shall be subject to the following bulk area regulations:

4.09.3. Transitional Regulations.

The bulk and area regulations for that portion of a zoned lot in the MF2 district which is contiguous with or across the street from a PD, predevelopment or SF, single-family district shall be the same as the general regulations set forth in paragraph B, except that within a 300-foot transitional zone, the minimum lot area per dwelling unit shall be 4,000 SF and the maximum height of the principal building and accessory structure shall be one story.

4.09.4. General Regulations.

Lot Area:	
One-family Dwelling	6,000 SF
Two or More Family Dwelling	7,000 SF
Townhouse Individual Lot	2,000 SF*
Lot Area Per Dwelling Unit:	
One-family Dwelling	6,000 SF
Two-family Dwelling	3,500 SF

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Townhouse Individual Lot	2,000 SF*
Three-family Dwelling	2,000 SF
Dwelling for 4 or More Families	2,000 SF
Lot Width:	
One-family dwelling	60 feet
Two or More Family Dwelling	70 feet
Townhouse	20 feet
Yards:	
Front Yard	20 feet
Rear Yard	20 feet
Side Yard:	
One-family Dwelling	7 feet minimum – 15 feet aggregate
Two-family Dwelling	9 feet minimum – 20 feet aggregate
Multiple-family Dwelling	10 feet minimum – 20 feet aggregate townhouse building – 10 feet for each end of building
Height	Principal building 2 stories, not to exceed 35 feet overall Accessory structures 15 feet

4.09.5. Off-street Parking and Loading Requirements.

The number of off-street parking spaces required shall be as set forth in Section 12, and developed as provided by Section 16.09. Off-street loading requirements are set forth in Section 16.09

4.09.6. Living Area.

The minimum living area of each dwelling unit constructed in the MF2 district shall be:

- i. 1,000 SF for a single-family dwelling and for each unit in a two-family dwelling.
- ii. 650 SF for each unit of a townhouse or unit in a multiple dwelling.

4.10 Manufactured Homes Parks (MP) District.

4.10.1. Permitted uses.

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4.10.1.1. Principal Uses.

Principal uses permitted in an MP district are limited to those included in the use groups set forth below, subject to the included district regulations. Detailed lists of permitted uses in the various use groups are set forth in Section 12.

Use Groups	District Regulations
Group 1. Agriculture (<i>field crops, etc.</i>)	None
Group 3. Single-family Dwellings	None
Group 9. Manufactured Home Parks	Conditions as indicated in Section 4.13
Group 10. Community Facilities	Specific use permit by City Council, & conditions as indicated in Section 12.
Group 11. Community Facilities	Same as Group 10.
Group 12. Public Utility & Related Facilities	Same as Group 10.
Group 13. Off-street Parking, Accessory, Special	Specific use permit by City Council, & conditions as set forth in Section 16.09.

4.10.1.1.1. Accessory Uses.

Accessory uses to any of the above principal uses.

4.10.2. Bulk and Area Regulations.

In an MP district, any use of land or any structure shall be subject to the following bulk and area regulations:

Lot Area:	
One-family dwelling	6,000 SF
Manufactured homes park	40,000 SF
Lot area per dwelling unit:	
One-family dwelling	6,000 SF
Manufactured home	4,000 SF
Lot Width:	
One-family dwelling	60 feet
Manufactured home parks	115 feet
Front yard	25 feet
Rear yard	20 feet
Side Yard:	

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One-family dwelling	7 feet minimum 15 feet aggregate
Manufactured home	5 feet minimum 12 feet aggregate
Height	Principal building—35 feet overall

4.10.3. Off-street Parking and Loading Requirements.

The number of off-street parking spaces required shall be as set forth in Section 12, and developed as provided by Section 16.09. Off-street loading requirements are set forth in Section 16.09

4.11 Special Types of Residential Development.

Provisions regulating special types of residential development are set forth in Section 4.12. These special types of development include building groups, townhouses and manufactured home parks.

4.12 Building groups.

In those districts where dwelling groups and apartment house groups are permitted uses, the Building Official may issue a building permit for the erection of such a building group, provided that the development conforms to the following minimum conditions and requirements:

4.12.1. Minimum Lot Area.

The area of the lot on which the building group is to be erected shall be at least equal to the aggregate of the minimum lot areas otherwise required for the individual buildings in the group.

1. Fronting Separations.

Each residential building in the group shall front either on a street or other permanent public open space at least 30 feet wide or on a common yard or outer court. The least width of such yard, if flanked by buildings on one side only, shall be:

1 to 1.5 stories	30 feet
2 stories	35 feet
If flanked by buildings on both sides, the least width of such yard shall be:	
1 to 1.5 stories	40 feet
2 stories	50 feet

2. Separation Other Than Fronting.

In each case, the distance between principal buildings, other than the distances specified immediately above, shall not be less than the sum of the least widths of the affected yards required in the district in which the building group is to be located.

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3. Separation From Lot Lines.

The distance between principal buildings and the nearest zoning lot lines, other than a front lot line, shall be not less than 20 feet.

4.12.2. Access To a Public Street.

Every residential structure in the building group shall be within 60 feet of a public street or of a private access roadway or drive, having a minimum paved width of 20 feet, provided the length of such private access road be a maximum of 500 feet measured from the street to the end of a turnaround. Pavement design including turnaround shall comply with the improvement standards of the City's subdivision regulations.

4.12.3. Compliance With Other Ordinance Requirements.

Except as modified in this subparagraph 4.12, such building group shall conform to all the requirements of this ordinance for the district in which it is to be located.

4.13 Manufactured Home Parks.

Manufactured home parks may be established provided the development conforms to the following minimum conditions and requirements:

4.13.1. Minimum Site.

The minimum gross area for a manufactured home parks development shall be 40,000 SF. In determining compliance with this provision, no part of a lot shall be counted unless it is of such size, shape, topography and location as to make it usable for individual manufactured home lots, common recreation areas or necessary vehicular or pedestrian ways.

4.13.2. Usable Open Space.

There shall be at least 600 SF of usable open space per individual manufactured home; the minimum width of any such [open space] shall be 80 feet. Each required common area shall be within 300 feet of all the manufactured homes it is intended to serve, measured along a route of pedestrian access. Each required common area shall be appropriately graded, turfed, or otherwise landscaped, and provided with suitable drainage facilities.

4.13.3. Accessory Commercial Use.

In a manufactured home park contained [containing] at least 100 dwelling units, there may be provided for the convenience of the residents of the development [an] accessory commercial area, provided the commercial area meets the following conditions:

1. The gross floor area devoted to commercial purposes shall not exceed two (2) SF for each manufactured home site in the manufactured home park development.
2. No commercial parcel shall be closer than 300 feet to any property in an SF, TF or MF district outside the development.

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3. Any commercial parcel shall be governed by the requirements of the Neighborhood Shopping (NS) district. No illuminated signs shall be visible outside the premises.

4.13.4. Other Regulations.

The development shall conform with the Mobile Home, chapter 58 of Code the of the City of Deer Park, and all other applicable city and state regulations.

Section 5. Mixed-Use (MX) Districts

5.01 Purpose and Intent.

The MX District is established to provide for high density, multiple family residential development, generally with a minimum density of 40 dwelling units per acre; for mixed use development consisting primarily of multiple family residential development, generally with a density of at least 20 dwelling units per acre, with secondary office and/or other commercial uses. MX Districts should be located in those limited areas where such high density residential or residential mixed use development is in accordance with the adopted comprehensive plan such as within areas delineated as Commercial Revitalization Areas and Urban and Suburban Centers. The MX District regulations are designed to promote high standards in design and layout, to encourage compatibility among uses within the development and integration with adjacent developments, to encourage the use of Transportation Demand Management techniques, and to otherwise implement the stated purpose and intent of this Ordinance and the recommendations of the comprehensive plan.

5.02 Principal Uses Permitted.

The following principal uses shall be permitted subject to the approval of a final development plan prepared in accordance with the provisions of the City of Deer Park, and subject to the use limitations set forth in Section 5.06 below.

- Dwellings, multi-family.
- Public uses.

5.03 Secondary Uses Permitted.

The following secondary uses shall be permitted only in a MX District which contains one (1) or more principal uses; only when such uses are presented on an approved final development plan prepared in accordance with the provisions of the City of Deer Park, and subject to the use limitations set forth in Section 6.06 below.

- Church or other place of worship.
- Private schools of general and special education.
- Colleges, universities
- Medical offices and related facilities.
- Financial Institutions.
- Offices.
- Business services.
- Office supply service establishments.
- Commercial swimming pools, tennis courts and similar courts
- Health clubs
- Residential Dwellings
 - a. Single-family attached;
 - b. Multifamily;
 - c. Congregate living facilities;
 - d. Affordable dwelling units;
 - e. Independent living facilities; and
 - f. Student housing.

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- Eating establishments.
 - a. Sit down restaurants.
 - b. Fast food restaurants.
 - c. Quick-service food stores.
- Hotels, motels.
- Shopping-type Consumer Goods and Related Services limited to:
 - a. Antique store;
 - b. Camera and photographic supplies: sales and rental;
 - c. Dry goods store;
 - d. Jewelry, sales and repair;
 - e. Music, musical instruments, phonograph record shop; and
 - f. Bowling alley.
- Cultural centers, museums and similar facilities
- Repair service establishments.
- Retail sales establishments.
- Theatres.
- Veterinarian: office only
- Vehicle transportation service establishments.

5.04 Special Permit Uses.

For specific Group uses, regulations and standards, refer to Section 17.04

5.05 Special Exception Uses.

1. Subject to the use limitations presented in Section 5.06 below, any use presented in Section 5.03 above as a Group or Category use may be permitted with the approval of a special exception when such use is not specifically designated on an approved final development plan.
2. Group 11 – Community Facilities, limited to:
 - a. Sports arenas
 - b. Stadiums
 - c. Club or lodge, private
3. Group 12 – Public Utility and Related Facilities, limited to:
 - a. Heliports
 - b. Helistops
 - c. Bus terminal

5.06 Use Limitations.

1. A final development plan shall be submitted and approved concurrently with the conceptual development plan for the proposed development. The conceptual and final development plan shall specify the uses and gross floor area for the proposed development and shall provide site and building designs that will integrate with the adjacent communities and complement existing and planned development by incorporating high

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standards of urban design. The plan shall also be in general accordance with any specific urban design concept and streetscape plans for the area including the provision of convenient and accessible pedestrian walkways and connections, all as set forth in the adopted comprehensive plan.

2. The principal residential use shall be multiple family dwelling units. Single family attached dwellings may be allowed at the periphery of the development to provide a transition from the high density development to adjacent lower density development.
3. All uses shall be designed to be harmonious with and not adversely affect the use or development of neighboring properties.
4. Secondary uses may be permitted only in a MX District where at least 50 percent of the total gross floor area in the development is devoted to multiple family dwellings.
5. The floor area for dwellings shall be determined in accordance with the gross floor area definition, except the following features shall not be deemed gross floor area: balconies, porches, decks, breezeways, stoops and stairs which may be roofed but which have at least one open side; or breezeways which may be roofed but which have two (2) open ends. An open side or open end shall have no more than 50 percent of the total area between the side(s), roof and floor enclosed with railings, walls, or architectural features.
6. Drive-through facilities shall not be permitted.
7. Vehicle transportation service establishments shall be permitted in accordance with the following:
 - a. The total number of company vehicles permitted on site at any given time shall not exceed five (5).
 - b. There shall be no maintenance or refueling of vehicles on site.

5.07 Lot Size Requirements.

1. Minimum District Size.
Two (2) acres, provided the proposed development is in accordance with the adopted comprehensive plan and the purpose and intent and all of the standards and requirements of the MX District.
2. Minimum Lot Area.
No requirement for each use or building, provided that a privacy yard, having a minimum area of 200 square feet, shall be provided on each single family attached dwelling unit lot, unless waived by the Board in conjunction with the approval of a rezoning application or by the Planning Commission in conjunction with the approval of a subsequent final development plan amendment.
3. Minimum Lot Width.
No requirement for each use or building.

5.08 Bulk Regulations.

In a mixed building in any district, the bulk and area regulations applicable to nonresidential buildings shall apply, except as follows:

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- Usable open space shall be provided, as required for residential buildings.
- Yards and courts shall be provided contiguous to all exterior walls of dwelling units in a multiple use building where such walls contain windows or doors, in the same manner and to the same extent as is required for any residential building, but such yards or courts need not extend below the elevation of the lowest floor of the dwelling units having such walls.

5.09 Open Space.

Not less than 20 percent of the gross area shall be landscaped open space. Not more than one-half (1/2) of the minimum required landscaped open space shall be permitted above the street level, unless otherwise modified by the Board upon specific request.

Recreational facilities, such as swimming pools, exercise rooms, or health clubs, which are located on rooftops, deck areas and/or areas within a building, may be used to fulfill this requirement. The requirement for providing recreational facilities shall be based on a minimum expenditure of \$1800 per dwelling unit for such facilities and either:

1. The facilities shall be provided on-site by the developer in substantial conformance with the approved final development plan, and/or
2. The Board may approve the provision of the facilities on land which is not part of the subject MX District.

Notwithstanding the above, in affordable dwelling unit developments, the requirement for a per dwelling unit expenditure shall not apply to affordable dwelling units.

SECTION 6 – PLANNED UNIT DEVELOPMENT (PUD) DISTRICTS

Section 6. Planned Unit Development (PUD) Districts.

6.01 Intent.

The planned unit development district allows for a development containing uses or a combination of uses in a design that would not otherwise comply with the regulations of the primary zoning districts, but does provide an overall design, increased open space, or other features or amenities that results in a superior development or offer special benefits to the community. A planned unit development district may be used to permit new or innovative concepts in land utilization not permitted by other zoning districts while greater flexibility is given to allow special conditions or restrictions which would otherwise allow the development to occur. A planned unit development district may not be used for the primary purpose of avoiding the zoning regulations applicable to the primary zoning districts. Procedures are established herein to insure against misuse of increased flexibility.

(Ord. No. 2782, § I, 10-16-2001)

6.02 Permitted Uses.

Any use permitted in this ordinance shall be permitted in a PUD district if such use is specified in the amending ordinance granting a planned unit development district. The size, location, appearance, and method of operation may be specified to the extent necessary to insure compliance with the purpose of this ordinance.

6.03 Planned Unit Development Requirements.

1. Development requirements for each PUD district shall be set forth in the amending ordinance granting the PUD district and shall include, but may not be limited to; uses, density, lot area, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, lighting, project phasing or scheduling, management associations and other requirements as the City Council and Planning and Zoning Commission may deem appropriate.
2. In the PUD district, uses shall conform to the standards and regulations of the base zoning district to which it is most similar. The particular zoning district must be stated in the granting ordinance.
3. The ordinance granting a PUD district shall include a statement as the purpose and intent of the PUD granted therein. A specific list is required of variances in each district or districts and general statement citing the reason for the PUD request.
4. The planned unit development district shall conform to all other sections of Ordinance 819 (*the Zoning Ordinance*) unless specifically excluded in the granting ordinance.
5. A district containing only residential uses will not be created unless it contains at least ten acres. A district containing both residential and nonresidential uses will not be created unless it contains at least 25 acres of land. The Planning and Zoning Commission may recommend approval of and the council may approve a district with less land than specified in this section, if the developer clearly demonstrates that a smaller district would achieve the intent of the district.

SECTION 6 – PLANNED UNIT DEVELOPMENT (PUD) DISTRICTS

(Ord. No. 2782, § I, 10-16-2001)

6.04 Submission of Application and Plan.

1. Written request and fee for the establishment of a planned unit development district must be accompanied by a conceptual plan and/or final development plan. The conceptual plan or final development plan must be submitted in the form and manner specified by the Director of Public Works or other designee (*referred to herein as the "Director"*).
2. The conceptual plan, which does not contain the detail required of the final development plan, is intended to provide sufficient information for public comment and for the Planning and Zoning Commission and council to make a preliminary, but not final, determination on the merits of development, without requiring the applicant to incur the expense of preparing a final development plan. In addition to any other information required by the Director, the conceptual plan must contain the following minimum information.
 - a. A list of proposed land uses and the acreage devoted to each type of use;
 - b. A general site plan showing the approximate location of buildings, parking lots, and streets, the maximum building height, and the setbacks from all boundaries;
 - c. The maximum densities for residential uses and the maximum floor area for nonresidential uses;
 - d. Significant environmental features including fault lines, wet lands, floodplains, and watercourses;
 - e. The areas devoted to common open space;
 - f. Stormwater detention system;
 - g. A general landscape plan;
 - h. Major signs; and
 - i. Information relating to the transition between and buffering of differing land uses.
3. The final development plan is intended to provide all the detailed information of development including all the regulations that will apply to the district. The final development plan submitted must include all the information required by the conceptual plan, but in specific detail, and all the information specified by the Director.

(Ord. No. 2782, § I, 10-16-2001)

6.05 Approval Procedures.

1. A PUD district may be created by the City Council approving by ordinance a conceptual plan or a final development plan. City approval of a conceptual plan does not give the owner any development rights in the premises; it only gives the owner the right to proceed with the submission of a final development plan. The creation of a PUD district is an amendment to the existing zoning district classification and will be considered by the Planning and Zoning Commission and City Council, after public notice and hearing, in the same manner as other changes in zoning district classification.
2. If a district is created upon approval of a conceptual plan, a final development plan must be submitted to the Director within one year of the date the conceptual plan was approved. If the final

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development plan submitted substantially complies with the conceptual plan, the Director may submit the final development plan to the Planning and Zoning Commission and to the council for consideration with or without further public notice or hearing. If the final development plan submitted does not substantially comply with the conceptual plan approved for the district, the notice and hearing procedures applicable to a change in zoning classification apply to approval of the final development plan. The final development plan is not effective unless approved by ordinance of the City Council.

3. If a final development plan is not submitted within the required time, the Director will initiate a rezoning of the land to the previous zoning district classification. Upon the written request of the owner and for good cause shown, the Director may extend the time for submitting a final development plan for up to one year. Any further extensions must be approved by the City Council, upon the recommendation of the Planning and Zoning Commission.
4. If development of the district has not been initiated by the issuance of a building permit for land within the district within two (2) years of the date of the approval of the final development plan, the final development plan automatically expires. The council may, prior to expiration of the final development plan, for good cause shown and upon written application of the owner, extend for up to one year the time for which the final development plan is valid. If the final development plan expires, the Director will initiate rezoning of the property back to the previous zoning classification.

(Ord. No. 2782, § I, 10-16-2001)

6.06 Development Plan.

This plan shall set forth the final plans for development of the PUD District and shall conform to the date presented and approved on the conceptual plan. Changes of detail on the development plan, which differ from the original concept plan, but do not alter the basic relationship of the proposed development to adjacent property, and which do not alter the uses permitted or increase the density, building height or coverage of the site, or which do not decrease the off-street parking ratio or reduce the yards provided at the boundary of the site, or does not significantly alter any open space plans as indicated on the approved conceptual plan may be authorized by the Planning and Zoning Commission without public hearing. If an agreement cannot be reached by the Planning and Zoning Commission regarding whether a development plan conforms to the original concept plan, the Planning and Zoning Commission shall follow the procedures for public hearing for zoning change before final approval of the plan. Approval of the development plan shall be the basis for issuance of a building permit, but does not release the applicant of the responsibility to submit plans to the Building Official for a building permit. For any residential district, a final plat shall qualify as the development plan. The development plan may be submitted for the total area of the PUD or for any section or part as approved on the conceptual plan. The development plan must be recommended for approval by the Planning and Zoning Commission and approved by the City Council, but a public hearing is not required unless there is change from the approved original concept plan. A public hearing for the development plan shall be required if the hearing requirement is specifically stated at the time of conceptual plan approval in the original amending ordinance.

(Ord. No. 2782, § I, 10-16-2001)

6.07 Contents of Development Plan.

The development plan shall include:

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1. A site inventory analysis including a scale drawing showing existing vegetation, natural watercourses, creeks or bodies of water and an analysis of planned changes in such natural features as a result of the development. This should include a delineation of any flood-prone areas.
2. A scale drawing showing any proposed public or private streets and alleys; buildings sites or lots; and areas reserved as parks, parkways, playgrounds, utility easements, school sites, street widening, and street changes; the description of existing and proposed utility services, including size of water and sewer mains; the location and width for all curb cuts and the land area of all abutting sites and the zoning classification thereof on an accurate survey of the tract with a topographical contour interval of not more than five feet.
3. A site plan for proposed building complexes showing the location of separate buildings and the minimum distance between buildings, and between building property lines, street lines, and alley lines. Also to be included on the site plan is a plan showing the arrangement and provision of off-street parking, and the size and location for ingress and egress to any nonresidential uses.
4. A landscape plan showing turf areas, screening walls, ornamental planting, any wooded areas and trees to be planted.
5. An architectural plan showing elevations and signage style to be used throughout the development in all districts, except single-family and two-family, may be required by the Planning and Zoning Commission or City Council if deemed appropriate.
6. All development plans may have supplemental data describing standards, regulations or other data [data] pertinent to the development of the planned unit development district which is to be included in the text of the amending ordinance.

(Ord. No. 2782, § I, 10-16-2001)

6.08 Development of a District.

Development or construction must not begin in a PUD District unless and until the council has approved a final development plan for the district. A district must be constructed, developed and maintained in compliance with the approved final development plan. If the zoning regulations governing height or setback of structures, building lot coverage, off-street parking requirements, signs or other regulations that apply to primary districts are omitted as part of the regulations governing any planned development district, the regulations for the most comparable primary zoning district, as determined by the Director, apply to the PUD district as though specifically contained in the ordinance governing the district.

(Ord. No. 2782, § I, 10-16-2001)

6.09 Plan Amendments.

Except as herein provided, an amendment to a conceptual plan or final development plan must be processed in the same manner as required for the approval of the district. The Director may approve minor amendments to a final development plan to correct errors, make adjustments, or other minor revisions that do not.

1. Increase the density or intensity of development;

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2. Substantially alter the arrangement of buildings, increase the number of buildings, change the use of building space or reduce a required yard or setback;
 3. Substantially alter the configuration of streets or lots;
 4. Substantially alter the vehicular circulation or placement of parking lots;
 5. Increase the height of buildings;
 6. Reduce the effectiveness of open space or landscaped areas; or
 7. Conflict with other regulations established for the district.
- (Ord. No. 2782, § I, 10-16-2001)

SECTION 7 – COMMERCIAL DISTRICTS

Section 7. Commercial Districts

7.01 Purposes.

The commercial districts established under Section 7 are designed to further the general purpose of this ordinance and more particularly to achieve the following purposes:

1. Help meet the requirements for commercial services and goods of the Deer Park trade area by making available a wide range of suitable sites for commercial activities;
2. Help develop sound, efficient, and stable commercial areas and to minimize the possibly adverse effects of commercial uses on other land uses and thoroughfares, by various means, including the following:
 - a. Differentiating among the types and purposes of commercial districts and providing districts permitting only certain carefully limited uses to fulfill such purposes;
 - b. Requiring the meeting of performance standards with respect to permitted uses, in order to protect other uses from fire and other hazards and from adverse influences;
 - c. Establishing bulk and area controls to help minimize congestion and to encourage compatibility between adjoining districts;
 - d. Required off-street loading and parking facilities in most districts to minimize congestion and facilitate traffic flow;
 - e. Controlling the number, area, location, and types of signs permitted;
 - f. Providing for freedom of architectural and site design; and
 - g. Protecting the character of commercial districts and their peculiar suitability for commercial uses.
3. To provide opportunities for investment, including maximum choice of sites consistent with sound development of residential areas and thoroughfares.

7.02 District Descriptions.

7.02.1. Office and Professional (OP) District.

7.02.1.1. Permitted Uses.

7.02.1.1.1. Principal Uses.

Principal uses permitted in an OP district are limited to those included in the use groups set forth below, subject to the indicated district regulations. Detailed lists of permitted uses in the use groups are set forth in Section 12.

Use Groups	District Regulations
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Group 1. Agriculture (field crops, etc.)	None
Group 10. Community Facilities	Specific use permit by City Council, & conditions as indicated in Section 12.
Group 11. Community Facilities	Same as Group 10.
Group 12. Public Utility & Related Facilities	Same as Group 10.
Group 13. Off-street Parking Accessory, Special	Specific use permit by City Council, & conditions as set forth in Section 16.09
Group 14. Medical Offices & Related Facilities	None
Group 15. General Offices & Related Facilities	None

(Ord. No. 1692, § II, 12-20-1983; Ord. No. 1715, § II, 3-20-1984)

7.02.1.1.2. Accessory Uses.

Accessory uses to any of the above principal uses.

7.02.1.2. Bulk and Area Regulations.

In an OP district, any use of land or structures shall be subject to the following bulk and area regulations:

7.02.1.3. Nonresidential Buildings.

Front Yard*	40 feet
Side Yard, Interior* (<i>adjacent to residential</i>)	10 feet
Side Yard, Interior* (<i>adjacent to commercial</i>)	5 feet
Side Yard, Exterior*	10 feet
Side Yard, Exterior* (<i>corner lot, on thoroughfares</i>)	40 feet
Rear Yard*	12 feet
Height	60 feet

*Apply regulations under Sections 15.03.3, 15.04.2, and 15.05.03 when abutting a predevelopment or residential district.

(Ord. No. 1883, § II, 12-16-1986)

7.02.1.4. Residential Buildings.

The bulk and area provisions of the SF2 districts shall apply.

7.02.1.5. Off-street Parking and Loading Requirements.

The number of off-street parking spaces required shall be as set forth in Section 12, and developed as provided by Section 16.09. Off-street loading requirements are set forth in Section 16.09.

SECTION 7 – COMMERCIAL DISTRICTS

7.02.2. Neighborhood Shopping (NS) District.

7.02.2.1. Permitted Uses.

7.02.2.1.1. Principal Uses.

Principal uses permitted in an NS district are limited to those included in the use groups set forth below, subject to the included district regulations. Detailed lists of permitted uses in the use groups are set forth in Section 12.

Use Groups	District Regulations
Group 1. Agriculture (<i>field crops, etc.</i>)	None
Group 10. Community Facilities	Specific use permit by City Council & conditions as indicated in Section 12.
Group 11. Community Facilities	Specific use permit by City Council & conditions as indicated in Section 12.
Group 12. Public Utility & Related Facilities	Specific use permit by City Council, & conditions as indicated in Section 12.
Group 14. Medical Offices & Related Offices	None
Group 15. General Offices & Related Facilities	None
Group 16. Convenience Goods & Services	None

(Ord. No. 1692, § II, 12-20-1983; Ord. No. 1715, § II, 3-20-1984)

7.02.2.1.2. Accessory Uses.

Accessory uses to any of the above principal uses.

7.02.2.2. Bulk and Area Regulations.

In an NS district any use of land or any structure shall be subject to the following bulk and area regulations:

7.02.2.3. Nonresidential Buildings.

Front Yard*	40 feet
Side Yard, Interior* (<i>adjacent to residential</i>)	10 feet
Side Yard, Interior* (<i>adjacent to commercial</i>)	5 feet
Side Yard, Exterior*	10 feet
Side Yard, Exterior* (<i>corner lot, on thoroughfares</i>)	40 feet

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Rear Yard*	12 feet
Height	35 feet

*Apply regulations under Sections 15.03.3, 15.04.2, and 15.05.03 when abutting a predevelopment or residential district.

(Ord. No. 1883, § III, 12-16-1986)

7.02.2.4. Off-street Parking and Loading Requirements.

The number of off-street parking spaces required shall be as set forth in Section 12, and developed as provided [in] Section 16.09. Off-street loading requirements are set forth in Section 16.09.

7.02.3. Highway (HD) District.

7.02.3.1. Permitted Uses.

7.02.3.1.1. Principal Uses.

Principal uses permitted in [an] HD district are limited to those included in use groups set forth below, subject to the indicated district regulations. Detailed lists of permitted uses in the use groups are set forth in Section 12.

Use Groups	District Regulations
Group 1. Agriculture (<i>field crops, etc.</i>)	None
Group 8. Hotel & Transient Housing	None
Group 10. Community Facilities	Specific use permit by City Council, & conditions as indicated in Section 12.
Group 11. Community Facilities	Same as Group 10.
Group 12. Public Utility & Related Facilities	Same as Group 10.
Group 14. Medical Offices & related Facilities	None
Group 15. General Offices & related Facilities	None
Group 16. Convenience Goods & Services	None
Group 17. Eating Places with Beer & Wine	Eating places serving alcoholic beverages must be enclosed food establishments that receive a minimum of 51 percent of their monthly gross receipts for the sale of service of food, without dancing, except where there is a private party.
Group 18. Shopping-type Consumer Goods & Related Services	None
Group 19. Service Stations & Drive-in Restaurants	Conditions as indicated in Section 12.

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Group 23. Automobile Sales & Service Establishments	None
Group 28. Outdoor Advertising	Conditions as set forth in Section 14.22
Group 30. Manufactured Homes & Trailers	None

(Ord. No. 1692, § II, 12-20-1983; Ord. No. 1715, § II, 3-20-1984; Ord. No. 1830, § 14, 11-19-1985; Ord. No. 3085, § I, 5-16-2006)

7.02.3.1.2. Accessory Uses.

Accessory uses to any of the above principal uses.

7.02.3.2. Bulk and Area Regulations.

In an HS district any use of land or any structure shall be subject to the following bulk and area regulations:

Front Yard*	40 feet
Side Yard, Interior* (<i>adjacent to residential</i>)	10 feet
Side Yard, Interior* (<i>adjacent to commercial</i>)	5 feet
Side Yard, Exterior*	10 feet
Side Yard, Exterior* (<i>corner lot, on thoroughfares</i>)	40 feet
Rear Yard*	12 feet
Height	35 feet

*Apply regulations under Sections 15.03.3, 15.04.2, and 15.05.03 when abutting a predevelopment or residential district.

(Ord. No. 1883, § V, 12-16-1986)

7.02.3.3. Off-street Parking and Loading Requirements.

The number of off-street parking spaces required shall be as set forth in Section 12 and developed as provided by Section 16.09. Off-street loading requirements are set forth in Section 16.09.

7.02.4. General Commercial (GC) District.

7.02.4.1. Permitted Uses.

7.02.4.1.1. Principal Uses.

Principal uses permitted in [a] GC district are limited to those included in the use groups set forth below, subject to the indicated district regulations. Detailed lists of permitted uses in the use groups are set forth in Section 12.

Use Groups	District Regulations
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Group 1. Agriculture (<i>field crops, etc.</i>)	None
Group 10. Community Facilities	Specific use permit by City Council, & conditions as indicated in Section 12.
Group 11. Community Facilities	Same as Group 10
Group 12. Public Utility & Related Facilities	Same as Group 10
Group 14. Medical Offices & Related Facilities	None
Group 15. General Offices & Related Facilities	None
Group 16. Convenience Goods & Services	None
Group 18. Shopping-type Consumer Goods & Related Services	None
Group 19. Service Stations & Drive-in Restaurants	Conditions as indicated in Section 12.
Group 20. Local Consumer Services	Conditions as indicated in Section 12.
Group 21. Major Commercial Recreation Facilities	Specific use permit by City Council, & conditions as indicated in Section 12.
Group 23. Automobile Sales & Related Service Establishments	None
Group 33. Light specialty shops	Specific use permit by City Council.

(Ord. No. 1692, § II, 12-20-1983; Ord. No. 1715, § II, 3-20-1984; Ord. No. 2758, § I(2), 6-5-2001; Ord. No. 2761, § I, 6-19-2001)

7.02.4.1.2. Accessory Uses.

Accessory uses to any of the above principal uses.

7.02.4.2. Bulk and Area Regulations.

In a GC district any use of land or any structure shall be subject to the following bulk and area regulations:

Front Yard*	40 feet
Side Yard, Interior* (<i>adjacent to residential</i>)	10 feet
Side Yard, Interior* (<i>adjacent to commercial</i>)	5 feet
Side Yard, Exterior*	10 feet
Side Yard, Exterior* (<i>corner lot, on thoroughfares</i>)	40 feet
Rear Yard*	12 feet
Height	35 feet

*Apply regulations under Sections 15.03.3, 15.04.2, and 15.05.03 when abutting a predevelopment or residential district.

(Ord. No. 1883, § VI, 12-16-1986)

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7.02.4.3. Off-street Parking and Loading Requirements.

The number of off-street parking spaces required shall be as set forth in Section 12 and developed as provided by Section 16.09. Off-street loading requirements are set forth in Section 16.09.

SECTION 8 – INDUSTRIAL DISTRICTS

Section 8. Industrial Districts

8.01 Purpose.

The industrial districts established under Section 8 are designed to further the general purposes of this ordinance and are more particularly to achieve the following purposes:

1. To meet the needs of the City's expected future industrial economy by making available sites suitable for all types of manufacturing and related activities.
2. To protect residences by separating them from manufacturing activities and by prohibiting the use of such space for new residential development.
3. To protect manufacturing and related development against congestion by limiting the bulk of buildings in relation to the land around them and to one another, and by providing space off public streets for parking and loading facilities.

8.02 District Descriptions.

8.02.1. Industrial Park (M1) District.

8.02.1.1. Permitted Uses

8.02.1.1.1. Principal Uses

Uses permitted in an M1 district are limited to those included in the use groups set forth below, subject to the indicated district regulations provided that such permitted uses shall not create any danger to health or safety to occupants of surrounding areas and do not create any offensive noise, vibration, smoke, dust, odor, heat or glare, and by reason of high volume in relation to size and weight of merchandise handled, create unobjectionable generation of truck traffic. Detailed lists of permitted uses in the use groups are set forth in Section 12.

Use Groups	District Regulations
Group 1. Agriculture (<i>field crops, etc.</i>)	None
Group 10. Community Facilities	Specific use permit by City Council, & conditions as indicated in Section 12.
Group 11. Community Facilities	Same as Group 10.
Group 12. Public Utility & Related Facilities	Same as Group 10.
Group 15. General Offices & Related Facilities	None
Group 19. Service Stations & Drive-in Restaurants	Conditions as indicated in Section 12.

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Group 23. Automobile Sales & Service Establishments	Conditions as indicated in Section 12.
Group 24. Industrial Group A	None
Group 25. Industrial Group B	None
Group 26. Industrial Group C	None
Group 30. Manufactured Homes & Trailers	None
Group 34. Industrial Park District & General industrial District	Specific use permit by City Council & conditions as indicated in Section 12.

(Ord. No. 1639, § II(3), 2-15-1983; Ord. No. 1679, § II, 11-1-1983; Ord. No. 1830, § 14, 11-19-1985; Ord. No. 2827, § I(1), 7-16-2002; Ord. No. 2876, § I(2), 2-4-2003)

8.02.1.1.2. Accessory Uses

Accessory uses to any of the above principal uses.

8.02.1.2. Bulk and Area Regulations

In an M1 district any use of land or any structure shall be subject to the following bulk and area regulations:

Lot Area	20,000 SF
Lot Width	100 feet
Front Yard	40 feet
Side Yard	15 feet
Rear Yard	20 feet
Height	50 feet

(Ord. No. 1198, § 1, 7-6-1976)

8.02.1.3. Off-street Parking and Loading Requirements

The number of off-street parking spaces required shall be as set forth in Section 12, and developed as provided by Section 16.09. Off-street loading requirements are set forth in Section 16.09

8.02.2. General Industrial (M2) District

8.02.2.1. Permitted Uses

8.02.2.1.1. Principal Uses

Uses permitted in an M2 district are limited to those included in the use groups set forth below subject to the indicated district regulations provided that such permitted uses shall not create any danger to health or safety to occupants of surrounding areas and do not

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create any offensive noise, vibration, smoke, dust, odor, heat or glare. Detailed lists of permitted uses in the use groups are set forth in Section 12.

Use Groups	District Regulations
Group 1. Agriculture (<i>field crops, etc.</i>)	None
Group 11. Community Facilities	Specific use permit by City Council, & conditions as indicated in Section 12.
Group 12. Public Utility & Related Facilities	Same as Group 10.
Group 15. General Offices & Related Facilities	None
Group 19. Service Stations & Drive-in Restaurants	Conditions as indicated in Section 12.
Group 21. Major Commercial Recreation Facilities	Conditions as indicated in Section 12.
Group 22. Taverns, Nightclubs & Semiprivate Clubs	Special conditions as set forth in Section 14.29
Group 23. Automobile Sales & Service Establishments	Conditions as indicated in Section 12.
Group 24. Industrial Group A	None
Group 25. Industrial Group B	None
Group 26. Industrial Group C	None
Group 28. Billboards	Special conditions as set forth in Section 14.22
Group 30. Manufactured Homes & Trailers	None
Group 34. Industrial Park District & General Industrial District	Specific use permit by City Council & conditions as indicated in Section 12.

(Ord. No. 1639, § II(4), 2-15-1983; Ord. No. 1679, § II, 11-1-1983; Ord. No. 1830, § 14, 11-19-1985; Ord. No. 2827, § I(1), 7-16-2002; Ord. No. 2876, § I(2), 2-4-2003)

8.02.2.1.2. Accessory Uses

Accessory uses to any of the above principal uses.

8.02.2.2. Bulk and Area Regulations

In an M2 district, any use of land or any structure shall be subject to the following bulk and area regulations:

Front Yard	25 feet
Side Yard*	None
Rear Yard	20 feet

*Apply exceptions under Sections 15.03.3, 15.04.2, and 15.05.03 when abutting a predevelopment or residential district.

SECTION 8 – INDUSTRIAL DISTRICTS

8.02.3. Intensive Industrial (M3) District

8.02.3.1. Permitted Uses

8.02.3.1.1. Principal Uses

Uses permitted in an M3 district are limited to those included in the use groups set forth below subject to the indicated district regulations provided that such permitted uses shall not create any danger to health or safety to occupants of surrounding areas and do not create any offensive noise, vibration, smoke, dust, odor, heat or glare. Detailed lists of permitted uses in the use groups are set forth in Section 12.

Use Groups	District Regulations
Group 1. Agriculture (<i>field crops, etc.</i>)	None
Group 2. Agriculture (<i>animal husbandry</i>)	Special conditions as set forth in Section 14.19
Group 12. Public Utility & Related Facilities	Specific use permit by City Council & conditions indicated in Section 12.
Group 15. General Offices & Related Facilities	None
Group 19. Service Stations & Drive-in Restaurants	Conditions as indicated in Section 12.
Group 21. Major Commercial Recreation Facilities	Conditions as indicated in Section 12.
Group 22. Tavern, Nightclubs & Semiprivate Clubs	Special conditions as set forth in Section 14.29
Group 23. Automobile Sales Service Establishments	Conditions as indicated in Section 12.
Group 24. Industrial Group A	None
Group 25. Industrial Group B	None
Group 26. Industrial Group C	None
Group 27. Industrial Group D	None
Group 28. Outdoor Advertising	Special conditions as set forth in Section 14.22
Group 29. Shipping Containers & Shipping Container Storage Yards	Special conditions as indicated in Sections 12 and 15
Group 30. Manufactured Homes & Trailers	None
Group 31. Tank Truck Facilities	None

(Ord. No. 1679, § III, 11-1-1983; Ord. No. 1830, § 14, 11-19-1985; Ord. No. 1883, § VIII, 12-16-1986)

8.02.3.1.2. Accessory Uses

Accessory uses to any of the above principal uses.

8.02.3.2. Bulk and Area Regulations

In an M1 district, any use of land or any structure shall be subject to the following bulk and area regulations:

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Lot Area	20,000 SF
Lot Width	100 feet
Front Yard	25 feet
Side Yard*	None
Rear Yard	20 feet

*Apply exceptions under Sections 15.03.3, 15.04.2, and 15.05.03 when abutting a predevelopment or residential district.

SECTION 9 – DEVELOPMENT STANDARDS

Section 9. Development Standards.

9.01 Purpose.

The purpose of this section is to establish common area regulations and standards for each zoning district. This section provides one location within this Ordinance where the common area regulations and standards can be found. The common area regulations and standards are divided into two sections, the residential Section 9.04 Residential Districts Development Standards and nonresidential Section, 9.05 Nonresidential Districts Development Standards.

9.02 Establishment of Area Regulations and Standards.

The area regulations and standards for each zoning districts are established within 9.04 Residential Districts Development Standards and 9.05 Nonresidential Districts Development Standards.

9.03 Additional Area Regulations and Standards.

Additional area regulations and standards may apply to specific zoning districts and may be found within the other sections of this Ordinance.

SECTION 12 – DEVELOPMENT STANDARDS

9.04 Residential Districts Development Standards.

Development Standards	AG - Agricultural District	RE - Residential Estate District	SF1 - Single Family Residential 1	SF 2 - Single Family Residential 2	SF 3- Single Family Residential 3	2f - Two-Family Residential (Duplex) District	PH - Patio Home District		TH - Townhome District	MF 1 - Multi-Family Low Density District 1	MF 2 - Multi-Family District High Density 2	MH - Manufactured Home District
							Zero Side Option	Center Option				
Minimum Front Yard Setback	40 FT	40 FT	25 FT	25 FT	20 FT	25 FT	15 FT	15 FT	15 FT	25 FT	20 FT	25 FT
Minimum Side Yard Setback	20 FT / 25 FT on corner lots	15 FT / 25 FT on corner lots	5 FT / 10 FT corner lots	5 FT / 10 FT corner lots	0 FT / 10 FT corner lots	9 FT / 20 FT corner lots	0 FT on one side & 10 FT on the other side / 15 FT corner lots	7 FT on both sides / 15 FT corner lots	5 FT on both sides / 10 FT corner lots	10 FT / 20 FT corner lots	10 FT / 20 FT corner lots	5 FT / 10 FT corner lots
Minimum Rear Yard Setback	25 FT	25 FT	20 FT	15 FT	10 FT	15 FT	12 FT / 20 FT if off-street parking is required		5 FT	20 FT	20 FT	20 FT
Minimum Lot Area	5 AC	15,000 SF	6,900 SF	5,000 SF	4,000 SF	7,000 SF	3,200 SF	3,600 SF	2,500 SF	Units x Area/Unit	2,00 SF / DU	4,000 SF
Minimum Lot Width	150 FT	100 FT	65 FT	50 FT	40 FT	70 FT	40 FT	40 FT	25 FT	90 FT	70 FT	40 FT
Minimum Lot Depth	250 FT	150 FT	110 FT	100 FT	100 FT	100 FT	80 FT	90 FT	100 FT	N/A	N/A	100 FT
Minimum Dwelling Area	800 SF	800 SF	800 SF	800 SF	800 SF	3,500 SF	800 SF	800 SF	800 SF	650 SF	650 SF	650 SF
Maximum Height Feet / Stories	35 FT / 2.5	35 FT / 2.5	35 FT / 2.5	35 FT / 2.5	35 FT / 2.5	35 FT / 2	35 FT / 2.5	35 FT / 2.5	30 FT / 2	35 FT / 2	35 FT / 2	20 FT
Accessory Structure	15 FT	15 FT	15 FT	15 FT	15 FT	15 FT	15 FT	15 FT	15 FT	15 FT	15 FT	15 FT
Maximum Lot Coverage (All buildings)	N/A	20%	60%	60%	60%	60%	70%	70%	65%	N/A	N/A	N/A

SECTION 12 – DEVELOPMENT STANDARDS

9.05 Nonresidential Districts Development Standard.

Development Standards	OP - Office & Professional District	NS - Neighborhood Shopping District	HD - Highway District	GC - General Commercial District	MX - Mixed-Use District	Industrial Districts		
						M1 - Industrial Park District	M2 - General Industrial District	M3 - Intensive Industrial District
Minimum Front Yard Setback	40 FT	40 FT	40 FT	40 FT		40 FT	25 FT	25 FT
Minimum Side Yard Setback (interior adjacent to residential)	10 FT	10 FT	10 FT	10 FT		15 FT	N/A	15 FT
Minimum Side Yard Setback (interior adjacent to commercial)	5 FT	5 FT	5 FT	5 FT		15 FT	N/A	15 FT
Minimum Side Yard Setback (exterior)	10 FT	10 FT	10 FT	10 FT		15 FT	N/A	15 FT
Minimum Side Yard Setback (exterior corner lot on major thoroughfares)	40 FT	40 FT	40 FT	40 FT		15 FT	N/A	15 FT
Minimum Rear Yard Setback	12 FT	12 FT	12 FT	12 FT		20 FT	20 FT	20 FT
Minimum Lot Area	10,000 SF	6,500 SF	12,500 SF	8,000 SF		20,000 SF	20,000 SF	20,000 SF
Minimum Lot Width	60 FT	100 FT	125 FT	100 FT		100 FT	100 FT	100 FT
Minimum Lot Depth	N/A	100 FT	125 FT	100 FT		100 FT	100 FT	100 FT
Minimum Dwelling Area	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Maximum Height Feet	60 FT	35 FT	35 FT	35 FT	35 FT	50 FT	N/A	N/A
Maximum Lot Coverage	40%	45%	50%	60%	85%	75%	80%	80%
Maximum FAR	0.5:1	1:1	4:01	0.5:1		N/A	N/A	N/A

SECTION 10 – ZONING LAND USES REGULATIONS

Section 10. Zoning Land Use Regulations

10.01 Uses Permitted by District.

Land and buildings in each of the zoning districts may be used for any of the indicated uses but no land shall hereafter be used, and no building or structure shall hereafter be erected, altered, or converted, which is arranged or designed or used for other than those uses specified as permitted uses in the district in which it is located, according to the Subsection 10.03 Use Chart and in accordance with Subsection 1.06 Compliance Required / Interpretation / Rules of Construction and the provisions of this ordinance.

Legend for Use Chart within Subsection 10.02. Use of Land and Buildings.

P	Indicates Permitted Use
	Indicates Prohibited Use
S	Indicates Specific Use Permit Required
#	Indicates Conditional Use

10.02 Classification of New and Unlisted Uses.

It is recognized that new types of land use will develop and forms of land use not presently anticipated may seek to locate in the City. If the Director of Public Works is unable to classify the use under one (1) of the existing listed uses, then the director shall initiate a zoning text amendment pursuant to procedures set forth in this ordinance.

10.02.1. Existence of New and Unlisted Uses.

Any use not listed in the Use Chart is prohibited

SECTION 10 – ZONING LAND USES REGULATIONS

10.03 Zoning Matrix.

Below is a quick reference table that summarizes district regulations. The use of land or buildings shall be in accordance with those listed in the following Use Chart. No land or building shall hereafter be used and no building or structure shall be erected, altered, or converted other than for those uses specified in the zoning district in which it is located.

	Residential									Industrial							
	SF1 - Single Family District	SF2 - Single Family District	SF3 - Single Family District	2F - Two Family District	PH - Patio Home District	TH - Townhome District	MF1 - Multifamily District	MF2 - Multifamily District	MH - Manufactured Home District	MX - Mixed-use District	OP - Office Professional District	NS - Neighborhood Services District	GC - General Commercial District	HD - Highway District	M1 - Industrial Park District	M2 - General Industrial District	M3 - Intensive Industrial District
USE TYPE																	
Adult Living Single Family Community	P	P	P	P	P	P	P	P		P		S					
Agriculture (Field Crops, etc.)	P	P	P	P			P	P	P	P							#
Art Gallery/Museum										P	S	P	P	S			
Auto Parts Sales, Outside													P	P	S	P	#
Automobile: Repair													S	P	S	S	
Automobile: Sales & Service													P	P	S	S	#
Automobile: Storage															S	P	P
Boat: sale, service, & repair													P	P	S	S	#
Car Washing Establishment										P	S	P	P	P			
Cemetery/Mortuary/Funeral Home											S		P				
Child Care	#	#	#	#	#	#	#	#	#	P	#	P	P				
Civic/Community/Convention Center							S	S	S	P	P	P	P	P	S		
Dance Hall										S			S	P			#
Farmer's Market										P		P	P	P			
Gas Service Station							#	#	#	#	#	#	#	#	#	#	#
Golf Course Driving Range										#	#	#	#	#	#		
Governmental Office	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Gymnastic/Dance Studio										P	S	P	P				
Health/Fitness Center										P	S	P	P				
Heavy Truck Sales													S	P	P	P	#
Heavy Truck/Bus Repair														P	P	P	#
Helistop															S	S	#
Home Occupations	#	#	#	#	#	#	#	#	#	#							

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	Residential									Industrial							
	SF1 - Single Family District	SF2 - Single Family District	SF3 - Single Family District	2F - Two Family District	PH - Patio Home District	TH - Townhome District	MF1 - Multifamily District	MF2 - Multifamily District	MH - Manufactured Home District	MX - Mixed-use District	OP - Office Professional District	NS - Neighborhood Services District	GC - General Commercial District	HD - Highway District	M1 - Industrial Park District	M2 - General Industrial District	M3 - Intensive Industrial District
USE TYPE																	
Hospital										P	P	P	P	P	S		
Hotel										S	S		S	P	S	S	
Indoor Gun/Archery Range													S	S	S		
Laundromat/Dry Cleaners										P		P	P				
Laydown Yard															#	#	#
Library (Public Branch)	S	S	S	S	S	S	S	S		P	S	P	P	S			
Manufactured Home									P								
Message Therapy										P	S	P	P				
Motorcycle: sale, service, & repair													P	P	S	S	#
Multifamily Residence							P	P	P	P							
Office - Administrative, Medical, or Professional										P	P		S	S	S		
Office - Warehouse or Distribution Center														S	P	P	
Outdoor Advertising																	#
Outside Storage & Display														S			
Pawn Shop														S	S	P	P
Place of Worship	#	#	#	#	#	#	#	#	#	#	#	#	#	#	#	#	
Portable Building Sales															S	S	S
Private Utilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Public Park / Trail	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	S	S
Reception/Banquet/Meeting Hall										S	S						
Recreational Vehicle/Truck Parking Lot or Garage													S	S	S	P	P
Recreational Vehicle: Sales & Services													S	P	S	P	#
Recycling Plant															S	P	P
Rehabilitation Care Facility/Institution											S		S	S	S		
Research & Development Center											P				P	S	
Restaurant										P	S	P	P	P	S		
Restaurant, Drive-in										P	S	P	P	P	S		#
Retail Stores & Shops										P	S	P	P	S			
Retirement Housing				P	P	P	P	P	P	P		S					
Salvage Yard														#	#	#	#

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	Residential								Industrial								
	SF1 - Single Family District	SF2 - Single Family District	SF3 - Single Family District	2F - Two Family District	PH - Patio Home District	TH - Townhome District	MF1 - Multifamily District	MF2 - Multifamily District	MH - Manufactured Home District	MX - Mixed-use District	OP - Office Professional District	NS - Neighborhood Services District	GC - General Commercial District	HD - Highway District	M1 - Industrial Park District	M2 - General Industrial District	M3 - Intensive Industrial District
USE TYPE																	
School District Bus Yard													S	P	P	S	
School, Private	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	S	
School, Public	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	S	
Sewage Treatment Plant/Pumping Station	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Single-Family Residence (Detached)	P	P	P		P	P			P	P							
Small Engine Repair Shop													P	P		S	
Storage or Wholesale Warehouse													#	#	#	#	
Tattoo Parlor, Tavern, Nightclub, & Semiprivate Clubs														#		#	#
Taxidermist													P		P	P	
Theater, Neighborhood										P		P	P	S			
Townhome						P	P	P		P							
Trailer Rental														P	P	P	#
Transit Center													S	S	P	P	P
Truck Terminal															P	P	P
Two-Family Residence (Duplex)				P						S							
Utility Distribution/Transmission Line	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Veterinarian Clinic and/or Kennel, Indoor										#		#	#	#	#		
Veterinarian Clinic and/or Kennel, Outdoor													#	#	#	#	
Water Treatment Plant	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S

SECTION 10 – ZONING LAND USES REGULATIONS

10.04 Conditional Development Standards.

The following conditional development standards shall apply:

10.05 Compliance Required.

10.05.1. Applicability.

Compliance with the Zoning Ordinance shall apply to all land, buildings, structures or appurtenances located within the City which are hereafter:

- Occupied;
- Used;
- Erected;
- Altered;
- Removed;
- Placed;
- Demolished; or
- Converted.

10.05.2. Compliance with Zoning District.

Compliance with the Zoning Ordinance shall apply to all land, buildings, structures or appurtenances located within the City.

10.06 Interpretation.

10.06.1. Restrictiveness.

Where the regulations imposed herein are either more restrictive or less restrictive than comparable conditions imposed by any other provision of any other applicable law, ordinance, resolution, rule or regulation of any kind, the regulations which are more restrictive and impose higher standards are the requirements that shall govern.

10.06.2. Abrogation.

The provisions of these regulations are not intended to abrogate any easement, covenant or other private agreement, provided that where the requirements of these regulations are more restrictive or impose higher standards or regulations than such easement, covenant or other private agreement, the requirements of these regulations shall govern.

10.06.3. Cumulative Effect.

The provisions of these regulations are cumulative and additional limitations upon all other laws and ordinances heretofore passed or which may be passed hereafter governing any subject matter set forth in the provisions of these regulations.

SECTION 10 – ZONING LAND USES REGULATIONS

10.06.4. Error Correction.

In the event that any property or Zoning District set forth on the Zoning District Map as provided in Section 1.04 of this ordinance is misnamed, designated incorrectly, the boundaries are incorrect or the property is omitted, in part or in whole, the Zoning District Map may be amended and/or supplemented according to the following.

1. Applicants. The property owner of said tract, the City Council, or the Planning & Zoning Commission may submit an application to the Director to initiate the error correction process.

10.06.5. Rules of Construction.

The language set forth in these regulations shall be interpreted in accordance with the following rules of construction.

1. Number. The singular number includes the plural, and the plural the singular.
2. Tense. The present tense includes the past and future tenses, and the future the present.
3. Mandatory and Permissive Language. The word “shall” and “must” are mandatory while the word “may” is permissive.
4. Gender Terms. The masculine gender includes the feminine.
5. Parentheses. Any word appearing in parentheses directly after a word herein defined shall be construed in the same sense as the word.
6. Conflicts. If there is an expressed conflict:
 - a. The text of this ordinance controls over the charts or any other graphic display in this ordinance; and
 - b. The use regulations control over the district regulations in this ordinance.

10.07 Nonconformities.

10.07.1. Intent of Provisions.

10.07.1.1. Existence of Nonconformities.

a. A Nonconformity Describes:

The City Council has determined that it is in the best interest of the City for nonconforming uses and structures to be brought into conformance with the Zoning Ordinance at the earliest reasonable time. The purpose of this section is to establish provisions for the allowance and potential alteration of uses, lots or structures that do not conform to currently applicable zoning standards or regulations, but that were in conformance with standards in place at the time of their inception, and have been rendered nonconforming due to a change in the applicable standards and regulations.

- b. Nonconformities occur in three (3) general categories, or combination thereof.

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SECTION 10 – ZONING LAND USES REGULATIONS

- i. Nonconforming Uses.
 - ii. Nonconforming Structures.
A nonconforming structure can have lesser setbacks, yard, or height lot area, or dimension requirement than required by this ordinance.
 - iii. Nonconforming Lots.
A nonconforming lot can be conforming as to lot area or dimension requirement.
- c. It is the declared intent of this section that nonconforming uses and nonconforming structures eventually be eliminated and be required to comply with the regulations of the Zoning Ordinance, having due regard for the property rights of the person affected, the public welfare, and the character of the surrounding area.

10.07.1.2. Incompatible Uses.

Nonconformities are hereby declared incompatible with the permitted uses in the districts involved.

10.07.2. Establishment of Nonconforming Status.

For purposes of interpretation of this subsection, any uses, structures and/or lots which in whole or part are not in conformance with current zoning standards shall be considered as follows.

10.07.2.1. Nonconformities.

Those uses, structures, or lots which in whole or part do not conform to current zoning standards, but were legally established prior to the date of adoption of this Zoning Ordinance, at which time they were in conformance with applicable standards shall be considered Legal Nonconformities. Such uses, structures, or lots may be maintained or potentially altered subject to the provisions of this section.

10.07.2.2. Illegal Status.

Those uses, structures, or lots, other than residential accessory buildings, which in whole or part are not in conformance with current zoning standards and were not in conformance with applicable standards at the time of their inception are not considered Nonconformities. These uses, structures, or lots are considered illegal uses, structures, or lots and shall not be approved for any alteration or expansion, and the owners thereof shall undertake necessary remedial measures to reach conformance with current standards, or be discontinued.

10.07.2.3. Time of Adoption.

Any use, platted lot, or structure that is a lawful use at the time of the adoption of this Ordinance or any amendment to this Zoning Ordinance that is placed in a district wherein such use, platted lot, or structure is not otherwise permitted shall be deemed legal nonconforming.

SECTION 10 – ZONING LAND USES REGULATIONS

10.07.3. Burden of Demonstrating Nonconforming Status.

The burden of establishing that any nonconformity is a legal nonconformity as defined in this section shall be borne by the owner or proponent of such conformity.

10.07.4. Abandonment of Nonconforming Use or Structures.

1. A Nonconforming Use shall be considered abandoned and surrendered, forfeited, and lost when evidence presented to the Director of Public Works or other designee indicates that a structure designed or arranged for a Nonconforming Use has ceased to be used in a bona fide manner as a Nonconforming Use for a period of six (6) consecutive calendar months. For purposes of calculating the six (6) month period, a use is abandoned upon the occurrence of the first of any of the following events:
 - a. On the date when the use of land is physically vacated;
 - b. On the date the use ceases to be actively involved in the sale of merchandise or the provision of services;
 - c. On the date of termination of any lease or contract under which the nonconforming use has occupied the land; or
 - d. On the date a final reading of water and/or power meters is made by the applicable utility provider(s).
2. A Nonconforming Use, when abandoned, shall not be resumed and any further use shall be in conformity with the provisions of this Zoning Ordinance.
3. Any Nonconforming Use that does not involve a permanent type of structure or operation and that is moved from the premises shall be considered to have been abandoned.
4. Abandonment of a Nonconforming Use requires proof of intention to abandon.
5. Unless the nonconforming rights are reinstated pursuant to 2.07.4(1) Reinstatement of Nonconforming Rights, and abandoned use shall not be instituted on that parcel or other parcel in any district which does not permit the abandoned use.
6. Prohibited Expansion or Reoccupation. A Nonconforming Use or Nonconforming Structure shall not be expanded, reoccupied with another Nonconforming Use, or increased as of the adoption date of this Zoning Ordinance, except as provided in 2.07.6 Expansion of Nonconforming Uses and Structures.
7. Single-Family Residential Uses.
 - a. Conforming single-family residential uses on platted lots approved prior to the Zoning Ordinance adoption date, which may now be nonconforming due to stricter standards, shall be deemed in conformance with this Zoning Ordinance as long as the use of the lot is allowed in the respective district.
 - b. Only the lot size, depth, width, and setbacks shall be allowed to be less than the regulations prescribed in the zoning district in which it is located. All other regulations of this Zoning Ordinance shall be met, or the lot shall be considered nonconforming.

SECTION 10 – ZONING LAND USES REGULATIONS

8. Existing Platted Lots are Conforming Lots. Any existing vacant lot platted prior to the Zoning Ordinance adoption date that was legally conforming shall be deemed a conforming lot.

10.07.5. Changing Uses and Nonconforming Rights.

1. Nonconforming Use of Conforming Use. Any nonconforming use may be changed to a conforming use, and once a change is made, the use shall not be changed back to a nonconforming use.
2. Nonconforming Use to Another Nonconforming Use. A nonconforming use may not be changed to another nonconforming use.
3. Conforming Use In a Nonconforming Structure. Where a conforming use is located in a Nonconforming Structure, the use may be changed to another conforming use by the process outline in 4.06.F Expansion of Nonconforming Uses and Structures.

10.07.6. Expansion of Nonconforming Uses and Structures.

An expansion of a Nonconforming Use or Nonconforming Structure is allowed in accordance with the following.

1. Nonconforming Use Expansion in Existing Building. A Nonconforming Use may be enlarged, increased, or extended within an existing building provided:
 - a. No structural alteration may be made on or in the existing building except those required by law to preserve the building in a structurally sound condition.
 - b. Work may be done in any period of 12 consecutive months on ordinary repairs, or on repair or replacement of nonbearing walls, fixtures, wiring or plumbing, to an extent not exceeding 51 percent of the current replacement value of the building.
 - c. The number of dwelling units or rooms in a nonconforming residential use shall not be increased so as to exceed the number of dwelling units or rooms existing at the time the use became a nonconforming use.
2. Nonconforming Use Prohibited From Expansion Beyond Existing Building. A Nonconforming Use located within any building shall not be extended to occupy any land outside the building.
3. Off-Street Loading and Parking. A Nonconforming Use shall not be enlarged, increased, or extended to occupy a greater area of land than was occupied at the time the land became a Nonconforming Use, except to provide off-street loading or off-street parking space.
4. Residential Lot Exemption. The minimum residential lot areas for the various zoning districts shall be in accordance with their respective districts except that a lot having less than required by this Ordinance that was an official Lot of Record prior to the effective date may be used for a single-family dwelling.
5. Expansion of Nonconforming Structures with Conforming Uses. Buildings or structures that do not conform to the area regulations or development standards in this ordinance but where the uses are

SECTION 10 – ZONING LAND USES REGULATIONS

deemed conforming shall not increase the gross floor area greater than 10% from the date when the building became nonconforming.

6. Reuse of Nonconforming Structure by Conforming Uses Allowed.

- a. Nonconforming Structures that have been abandoned and do not meet the current area regulations or development standards shall be allowed to be re-occupied by a conforming use.
- b. If re-occupied by a conforming use, then the new conforming use shall meet the applicable parking and fire lane requirements for health, safety, and welfare reasons.

10.07.7. Restoration of Nonconforming Structures.

1. Total or Partial Destruction. If a Nonconforming Structure is destroyed by fire, the elements, or other natural catastrophic event, it may be rebuilt, but the existing square footage or function of the Nonconforming Structure cannot be expanded. The construction must comply with all current building codes, and zoning regulations in effect at the time the structure was permitted. The construction must commence within 12 months of the date of destruction. The failure of the owner to start such reconstruction within 12 months shall forfeit the owner's right to restore or reconstruct the structure except in conformance with this ordinance.
2. If the owner of a Nonconforming Structure has a Nonconforming Use and fails to begin reconstruction of the destroyed structure within 12 months of the date of destruction, then the Nonconforming Structure and Nonconforming Use shall be deemed to be discontinued or abandoned.

10.07.8. Movement of Nonconforming Structures.

A Nonconforming Structure may be relocated within the same platted lot, and shall comply with all setback and screening requirements.

10.07.9. Completion of Structures.

Nothing in this ordinance shall require any change in the plans, construction, or designated use of the following:

1. Approved Building Permit. A building or structure for which a Building Permit has been issued or a Site Plan approved prior to the effective date, provided that the permit or Site Plan shall expire in accordance with the time periods set forth in this Zoning Ordinance.
2. Building in the Approval Process. A building or structure for which a complete Application for a Building Permit was accepted by the Director of Public Works or other designee on or before the effective date, provided however, that such Building Permit shall comply with all applicable ordinances in effect on the date such application was filed.

10.07.10. Loss of and Reinstatement of Nonconforming Status.

SECTION 10 – ZONING LAND USES REGULATIONS

1. Loss of Nonconforming Rights Status. If the Director of Public Works or other designee determines that a Nonconforming Use has met the definition of abandonment and has lost its nonconforming rights, the use shall not be instituted on that parcel or other parcel in any district that does not permit the discontinued use.
2. Any Nonconforming Use that does not involve a permanent type of structure or operation and that is moved from the premises shall be considered to have been abandoned.
3. Application for Nonconforming Rights Reinstatement
 - a. The owner or operator of the abandoned Nonconforming Use may submit a writing application to the Board of Adjustment to have the nonconforming rights reinstated.
 - b. Written Application for reinstatement of nonconforming rights must be made within 10 business days after the Director of Public Works or other designee issues the written notice of determination that a use has been permanently abandoned.
4. Board of Adjustment Decision. The Board of Adjustment may reinstate nonconforming rights only if the Board of Adjustment finds that the use was not discontinued for six (6) months or more. The failure of the owner and/or operator to remove on-premise signs shall not be considered (on its own) evidence of a continuing use.

10.07.11. Nonconforming Use Created by Acquisition of Right-of-Way (ROW).

10.07.11.1. Determination of a Lawful Conforming Structure.

Where a lot, tract, or parcel is occupied by a lawful structure, and where the acquisition of ROW by eminent domain proceedings, dedication, or purchase by the City, the County, the State, or a Federal Agency creates a nonconforming structure, lot, or setback, the structure shall be deemed a lawful conforming structure, to the extent the nonconformity results from the acquisition of the ROW. In the event the structure is partially or totally destroyed by natural causes, the structure may be rebuilt

10.07.11.2. Cases in which the Owner Receives Compensation for Screening or Landscaping.

In the event the owner of an interest in real property receives compensation for screening or landscaping in the form of curative measures or damages to the remainder in a ROW acquisition, the owner shall relocate required fencing or landscaping originally located on the acquired property to the remainder of the tract as closely as practicable to the required setback.

10.07.11.3. Cases in which the Owner Receives Compensation for Demolition.

A Certificate of Occupancy and Compliance shall not be issued for any structure for which compensation has been paid for the demolition of the structure or for other curative measures until such time that the structure meets all applicable ordinances or the curative measures for which the compensation was paid have been completed. For purposes of this section, "curative measures" are those actions, corrections, repairs, and/or improvements identified in an appraisal or similar valuation analysis prepared in the context of considering damages to the remainder suffered as a result of the acquisition of a portion of property.

SECTION 10 – ZONING LAND USES REGULATIONS

10.08 Accessory Buildings and Uses.

10.08.1. Residential Accessory Buildings and Uses.

1. The following regulations apply to accessory buildings servicing lots zoned for residential uses.
2. Accessory buildings and uses incidental to other permitted uses are permitted within residential zoning district and include private garages, carports, tool house, lath or greenhouse as hobby (*no business*), home workshop, children's playhouse, private stables (*no rental*), barns, or coops (*no rental*); private swimming pool and garden shelter.
3. The following regulations apply to guest house operating as accessory buildings or as a use attached to the main building.
 - a. A guest house shall not be less than 600 square feet (SF) when built over a garage, nor less than 750 SF when free-standing, and shall not contain more than 1,000 SF of living area or 30 percent of the main structure, whichever is less.
 - i. Nothing herein shall authorize the occupancy or the use of a guest house by anyone other than a bona fide guest or servant employed by the occupant of the main structure on such lot, estate or land.
 - ii. A guest house may be constructed as a part of the main building.
 - b. Any accessory building for human habitation shall not be occupied until the main dwelling has been completed.
 - c. Only one (1) guest house shall be allowed on an individual tract of land.
 - d. Guest House shall not be leased or rented.
4. Accessory Buildings and Use Limitations within the Manufactured Housing (MH) District
 - a. An accessory building necessary to store equipment for several dwelling units or provide a service function for several dwelling units shall not be occupied as a place of abode.
 - b. Any accessory building that is not a part of the main building shall be separated from the main building by a minimum of 10 feet.
5. Architectural Elements for Residential Accessory Buildings
 - a. Any accessory building more than 200 Sq. feet must be of wood frame construction and the color and materials of the roof must resemble the color and roof of the main building.
 - b. The color and materials of the roof of the accessory building must closely resemble the color and materials of the roof of the main building unless the accessory building is prefabricated or pre-finished.

10.08.2. Nonresidential Accessory Buildings

1. In the nonresidential districts, an accessory building shall not exceed the height of the main building and shall not exceed 50 percent of the floor area of the main building, and shall be used for purposes accessory and incidental to the main use.

SECTION 10 – ZONING LAND USES REGULATIONS

10.08.3. Nonresidential Accessory Uses Allowed on the First Floor of Multiple-Family Developments

1. If a multiple-family density bonus is approved by the City Council, then the first floor of the multiple-family building may be occupied by any use allowed within the LR, Local Retail District.
2. The nonresidential accessory use shall be allowed only if the accessory use is within the same building as an active multiple-family use and is located on the first floor of said building.

10.08.4. Small Wind Energy Systems

10.08.4.1. Accessory Use

A small wind energy system is allowed as an accessory use in all residential zoning districts.

10.08.4.2. Building Permit Required

No small wind energy system shall be installed without first obtaining a building permit issued by the Building Official.

10.08.4.3. General Standards

- Small wind energy systems (*equipment or tower*) shall not be located in a required setback.
- The minimum distance between the ground and any part of a rotor blade must be at least 20 feet.
- Small wind energy systems may not be illuminated, nor may they bear any signs or advertising.
- Small wind energy systems must have automated braking, governing, or feathering system to prevent uncontrolled rotation, over-speeding, and excessive pressure on the support structure, rotor blades, and turbine components.
- Installation shall meet the requirements of the electrical code.
- Maximum voltage turbine output to a single-family or two-family dwelling is 600 Volts per electrical code.
- Noise produced by small wind energy systems may not exceed 55 dBA measured at the property line.
- Small wind energy systems must not cause any interference with normal radio and television reception in the surrounding area, with any public safety agency or organization (*including but not limited to police, fire, and ambulance*) radio transmissions, or with any microwave communications link. The owner shall bear the cost to conduct a study to determine interference, and of immediately eliminating any such interference should any occur, or must immediately shut down the system or parts of the system causing the interference.
- A finish (*paint/surface*) must be provided for the small wind energy system that reduces the visibility of the facility, including the rotors. In most circumstances this condition may be satisfied by painting the support structure and rotors with flat light haze gray paint. If the support structure is unpainted it must be of a single color throughout its height. The owner must maintain the finish, painted or unpainted, so that no discoloration is allowed to occur.
- The diameter of the area swept by the rotors may not exceed 12 feet.

SECTION 10 – ZONING LAND USES REGULATIONS

- Guy wires or other accessories cannot cross or encroach on any ROW or over above ground electrical utilities lines.

10.08.4.4. Freestanding Systems – Additional Standards.

Small wind energy systems may be mounted on a tower detached from other structures on the lot.

1. Setback. The minimum setback from any property line, overhead utility line, or public ROW shall be a distance equal to the vertical distance from the ground to the tip of a wind generator blade when the tip is at its highest point unless the affected utility, property owner, or governmental entity grants written permission for a lesser setback. In addition to the system's structures, guy wires associated with towers shall meet applicable setbacks for the zoning district.
2. Height. Freestanding systems measured from the top blade may not exceed 47 feet in height.
3. Security. Support structures for freestanding systems must be unclimbable from the ground to a height of at least 15 feet.
4. Number. A maximum of one (1) freestanding small wind generator system may be allowed on a building site.

10.08.4.5. Roof-Mounted Systems – Additional Standards.

Small wind energy systems may be mounted on the roof of a structure as an appurtenance.

- a. Height. Roof-mounted systems measured from the top blade may not be more than five (5) feet over the maximum allowed height for the structure.
- b. Number. A maximum of one (1) roof-mounted small wind generator system may be allowed on a building site.
- c. Engineering Report. Before any roof-mounted system is mounted the property owner must submit a report prepared by a licensed professional engineer attesting to the fact that the structure to which the system will be mounted is or will be sufficiently strong to support the system and to withstand the wind, vibratory, and other loads to which it would be subjected as a result of mounting the system on it. This report is subject to approval by the Building Official prior to the mounting of the system.

10.08.5. Single-Family or Duplex Residential Flags and Flagpoles.

10.08.5.1. Scope.

The regulations set out in this section apply to flags and detached flagpoles for single-family and duplex homes in all residential zoning districts.

10.08.5.2. Setbacks.

The minimum setback from any property line, overhead utility line, or public ROW shall be a distance equal to the vertical distance from the ground to the top of the pole.

10.08.5.3. Size.

- a. The height of a flag pole shall not exceed 15 feet measured from the natural grade.

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- b. The size of the flag shall be appropriate for the height of the flag pole, but each individual flag shall in no event exceed 24 SF in area.

10.08.5.4. Manner of Display.

Flags and insignia of any government should be displayed in an approved manner pursuant to federal guidelines in Title 4, United States Code, Chapter 1 (*the Federal Flag Code*).

SECTION 11 – AMORTIZATION OF NONCONFORMING USES

Section 11. Amortization of Nonconforming Uses

11.01 Initiation of Compliance Case

Only the City Council, by majority vote, may request that the Board of Adjustment consider establishing a compliance date for a nonconforming use.

11.02 Public Hearing Process

Upon receiving a request under 11.01 Initiation of Compliance Case from the City Council, staff shall schedule the First Public Hearing before the Board. The Board may establish a compliance date only after holding two (2) separate hearings.

11.02.1. First Public Hearing.

The Board shall hold a public hearing to determine whether continued operation of the nonconforming use will have an adverse effect on nearby properties. If, based on the evidence presented at the public hearing, the Board determines that continued operation of the use will have an adverse effect on nearby properties, it shall schedule a second public hearing to establish a compliance date for the nonconforming use; otherwise, it shall not. In determining whether the continued operation will have an adverse effect on nearby properties, the Board shall consider the following factors:

- The character of the surrounding neighborhood.
- The degree of incompatibility of the use with the zoning district in which it is located.
- The manner in which the use is being conducted.
- The hours of operation of the use.
- The extent to which continued operation of the use may threaten public health or safety.
- The environmental impacts of the use's operation, including but not limited to the impacts of noise, glare, dust, and odor.
- The extent to which public disturbances and nuisances may be created or perpetuated by continued operation of the use.
- The extent to which traffic or parking problems may be created or perpetuated by continued operation of the use.
- Any other factors relevant to the issue of whether continued operation of the use will adversely affect nearby properties.

11.02.2. Second Public Hearing.

1. If the Board has determined in the first public hearing that the nonconforming use has an adverse effect on nearby properties, it shall hold a second public hearing to set a date for compliance. The Board shall, in accordance with the law, provide a compliance date for the nonconforming use under a plan whereby the owner's actual investment in the use before the time that the use became nonconforming can be amortized within a definite time period. The following factors must be considered by the Board in determining a reasonable amortization period.
 - a. The owner's capital investment in structures, fixed equipment, and other assets (*excluding inventory and other assets that may be feasibly transferred to another site*) on the property before the time the use became nonconforming.

SECTION 11 – AMORTIZATION OF NONCONFORMING USES

- b. Any costs that are directly attributable to the establishment of compliance date, including demolition expenses, relocation expenses, termination of leases, and discharge of mortgages.
 - c. Any return on investment since inception of the use, including net income and depreciation.
 - d. The anticipated annual recovery of investment, including net income and depreciation.
 - e. A reasonable wind-up period for the nonconforming use.
2. If the Board, at the first public hearing, requests financial documentation and/or records from the owner relating to the factors listed directly above, the owner shall provide said documents and/or records at least 30 days before the second public hearing. If the owner does not provide said documentation, the Board is authorized to make its determination of a compliance date based upon any reasonably available public records as well as public testimony at the hearing. Failure by owner to provide the requested financial documents and records shall not prevent the Board from setting a compliance date.

11.03 Ceasing Operations

If the Board establishes a compliance date for a nonconforming use, the use must cease operations on that date and it may not operate thereafter unless it becomes a conforming use.

11.04 Definitions

For purposes of this subsection, "owner" means the owner of the nonconforming use at the time of the Board's determination of a compliance date for the nonconforming use.

11.05 Finality of Decisions

11.05.1. Decisions that cannot be Immediately Appealed.

A decision by the Board that the continued operation of a nonconforming use will have an adverse effect on neighboring property and the Board's decision to schedule a second public hearing to establish a compliance date are not final decisions and cannot be immediately appealed.

11.05.2. Decision to Deny a Request to Establish a Compliance Date.

A decision by the Board to deny a request to establish a compliance date is final unless appealed to state court within 10 calendar days in accordance with Chapter 211 of the Local Government Code.

11.05.3. Decision Setting a Compliance Date.

A decision by the Board setting a compliance date is final unless appealed to state court within 10 calendar days in accordance with Chapter 211 of the Local Government Code.

11.06 Reinstatement of Nonconforming Rights

SECTION 11 – AMORTIZATION OF NONCONFORMING USES

11.06.1. Loss of Nonconforming Rights Status.

If the Director or other designee determines that a nonconforming use has been permanently abandoned under 1.07.4(2) Reinstatement of Nonconforming Use Rights and has lost its nonconforming rights, the use shall not be instituted on that parcel or other parcel in any district which does not permit the discontinued use.

11.06.2. Notice to Owner and/or Operator Required.

Notice of this determination shall be made in writing to the owner and/or operator of the abandoned nonconforming use.

11.06.3. Application for Nonconforming Rights Reinstatement.

1. The owner and/or operator of the abandoned nonconforming use may submit a written application to the Board to have the nonconforming rights reinstated.
2. Written application for reinstatement of nonconforming rights must be made within 10 business days after the Director and/or his designee issues the written notice of determination that a use has been permanently abandoned.

11.06.4. Board Decision.

The Board may reinstate nonconforming rights only if the Board finds there was a clear intent not to abandon the use even though the use was discontinued for six (6) months or more. The failure of the owner and/or operator to remove on-premise signs shall not be considered (*on its own*) evidence of a clear intent not to abandon the use.

Section 12. Use Groups

12.01 Listings

The use groups referred to in the use districts are herein listed in numerical order. Within the use groups the permitted uses are listed in alphabetical order. Special conditions applicable to a use are shown thus () [surrounding a section number].

In the event that a use has not been listed within any use group, the Building Official shall, upon application determine the use group in which said use belongs, taking into consideration the character of the use group and the uses included in said use group.

12.01.1. Group 1. Agriculture

Field crops. Use Group 1 consists of agricultural uses which are compatible with nearby residential uses.

Permitted Uses	Off-Street Parking Spaces Required
Field crops	None
Greenhouses (Section 14.15)	
Horticulture	None
Truck gardening	None

12.01.2. Group 2. Agriculture

Animal husbandry.

Permitted Uses	Off-Street Parking Spaces Required
Breeding, raising, grazing (Section 14.19) or boarding of animals for commercial purposes	None
Dairy farm; egg farm; apiary	None
Veterinarian treating farm animals on premises	None

12.01.3. Group 3. Single-family Dwellings

Permitted Uses	Off-Street Parking Spaces Required
Single-family dwelling	3 per dwelling unit
SF-1 & SF-2 single-family dwellings	3 per dwelling unit

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SF3 single-family dwelling	2 enclosed & covered, plus 2 additional off-street
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(Ord. No. 1679, § VII, 11-1-1983; Ord. No. 1830, § 5, 11-19-1985)

12.01.4. Group 4. Two-family dwellings.

Permitted Uses	Off-Street Parking Spaces Required
Duplex dwelling	2 per dwelling unit
Duplex dwelling group	2 per dwelling unit

12.01.5. Group 5. Townhouses and Patio Homes

Permitted Uses	Off-Street Parking Spaces Required
Townhouses	2 per dwelling unit

12.01.6. Group 6. Multiple-family Dwellings

Permitted Uses	Off-Street Parking Spaces Required
Apartment house	2.0 per efficiency or 1 BR apartment
Apartment house group	2.5 per 2 BR apartment 2.5 per 3 or more BR apartment
Boarding[house], lodging house	1.0 per guest room for boarding[house] or lodginghouse

12.01.7. Group 7. Apartment Hotels, Student Housing

Permitted Uses	Off-Street Parking Spaces Required
Apartment Hotel	1 per guest room
Dormitory	1.5 per sleeping room
Fraternity	1.5 per sleeping room
Sorority	1.5 per sleeping room

12.01.8. Group 8. Hotel

Permitted Uses	Off-Street Parking Spaces Required
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Hotel	1 per guest room
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12.01.9. Group 9. Manufactured home parks.

Permitted Uses	Off-Street Parking Spaces Required
Manufactured home parks	2 per manufactured home accommodation

12.01.10. Group 10. Community Facilities

Use Group 10 consists of public and quasi-public uses which:

- Are needed in residential areas to serve educational, recreational or religious requirements of the residents; or
- Can ordinarily perform their functions most effectively in a residential environment, unaffected by objectionable influences from adjacent industrial or general commercial uses; and
- Are not significantly objectionable to adjacent residential uses, and meet all conditions set forth in this ordinance with respect to environment regulations; and
- Are, therefore, permitted in residential districts, as well as in predevelopment, commercial and M1 districts by specific use permit of the City Council.

Facilities needed to serve the residents of the immediate neighborhood or group of neighborhoods, rather than the entire community:

Permitted Uses	Off-Street Parking Spaces Required
Church or other place of worship, including:	
Sunday school facilities (Section 14.07)	1 for each 6 seats
Day nursery (Section 14.06)	1 per employee
Library, public branch	1 per 400 SF of floor area
Park, playground	None
Parish house; parsonage, rectory	2 per dwelling unit
School, private	1 per 500 SF floor area, plus 1 per employee
School, public elementary	1 per employee, incl. staff
School, public secondary	1 per 500 SF floor area, plus 1 per employee

Facilities needed to serve residents of the entire community, or the public at large, but which need a residential environment:

Permitted Uses	Off-Street Parking Spaces Required
Child care (Section 14.06)	1 per employee on maximum shift

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Convalescent home, nursing home or maternity home (Section 14.09)	1 per 3 beds
Golf course, public	5 per hole
Home for the aged (Section 14.25)	1 per 3 beds
Hospital other than animal hospital	1 per 3 patient beds, excluding bassinets
Monastery, convent, novitiate	1 per 15 beds
Religious retreat facilities	1 per 3 beds

Other public or quasi-public facilities that are not significantly objectionable to adjacent residential uses:

Permitted Uses	Off-Street Parking Spaces Required
Art gallery (Section 14.23)	1 per 400 SF floor area
Museum (Section 14.23)	1 per 400 SF floor area
Library, private (Section 14.23)	1 per 400 SF floor area
Newspaper stand	None
Cemetery, public or privately owned	None

12.01.11. Group 11. Community Facilities

Use Group 11 consists of public, quasi-public and private facilities which:

- Are needed in residential areas to serve recreational requirements of the residents; or
- Can ordinarily perform their functions most effectively in a residential or commercial environment, unaffected by objectionable influences from adjacent heavy industrial uses; or
- Provide seasonal use of open land on a temporary basis; and
- Can be significantly objectionable to immediately adjacent residential uses, even though they meet all conditions set forth in this ordinance with respect to environmental regulation; and
- Are, therefore, permitted in all districts except M3 by specific use permit of the City Council, except in the case of Christmas tree and wreath sales, which may be conducted in predevelopment, residential, and OP districts only by temporary occupancy permit.

Permitted Uses	Off-Street Parking Spaces Required
Auditorium having seating capacity for 1,000 or less	1 per 5 seats
Baseball diamond or football field, public	1 per 6 seats for patron use
Christmas tree & wreath sales	1 per 400 SF floor area
Stadium & fieldhouse	1 per 400 SF floor area
Club or lodge, private	1 per 400 SF floor area
College or university	1 per 6 seats for patron use
College or university playfield	1 per 300 SF floor area

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Recreation center, public	[1 per 300 SF floor area]
Swimming pool, public	1 per 300 SF pool & deck area
Tennis court, public	1.5 per court

12.01.12. Group 12. Public Utility and Related Facilities

Use Group 12 consists of public, quasi-public or private facilities which:

- Are needed in residential areas to service public utility or similar requirements of the residents; or
- Have technical location requirements necessitating specific locations; and
- Can be significantly objectionable to residential, commercial and light industrial uses, even though they meet all conditions set forth in this ordinance with respect to environment regulations; and
- Are therefore permitted in certain agricultural, residential, commercial and industrial districts, only by specific use permit of the City Council.

Public utility and related facilities either needed in residential areas to serve the residents thereof, or having technical locational requirements necessitating specific locations:

Permitted Uses	Off-Street Parking Spaces Required
Bus terminal	1 each employee
Electric substation	1 each employee
Gas or oil metering or regulation station	1 each employee
Heliport or helistop (Section 8.01)	1 each employee
ROW; railroad, pipeline, or other utility	1 each employee
Sewage disposal plant or lift station	1 each employee
Railroad team tract	1 each employee
Telephone exchange	1 each employee
Tower, communications, non-accessory	1 each employee
Water filtration plant, pumping station, or storage facility	1 each employee

Temporary uses of open land:

Permitted Uses	Off-Street Parking Spaces Required
Extraction of clay, gravel, sand or topsoil:	
Mining, quarry (Section 14.11)	None

(Ord. No. 1198, § 4, 7-6-1976)

12.01.13. Group 13. Off-street Parking, Accessory, Special

Use Group 13 consists of off-street parking lots, accessory to uses in commercial and industrial districts, but permitted in certain other districts, under conditions set forth in Section 17.04 by specific use permit of the City Council.

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12.01.14. Group 14. Medical Offices and Related Facilities

Use Group 14 consists of medical offices and related facilities suitable for locating in close proximity to residential areas, in order to provide convenient service to the residents of those areas.

Offices:

Permitted Uses	Off-Street Parking Spaces Required
Chiropractor	1 per 200 SF of floor area
Dentist	1 per 200 SF of floor area
Family counselor	1 per 200 SF of floor area
Medical doctor	1 per 200 SF of floor area
Osteopathic doctor	1 per 200 SF of floor area
Notary public	1 per 200 SF of floor area

Related or similar facilities:

Apothecary	1 per 200 SF of floor area
Medical or dental laboratory	1 per 200 SF of floor area

12.01.15. Group 15. General Offices and Related Facilities

Use Group 15 consists of general offices and uses which are compatible with or complementary to general offices and nearby residential areas, as follows:

Permitted Uses	Off-Street Parking Spaces Required
Bank; savings & loan associations	1 per 300 SF of floor area
Blueprinting & similar reproduction processes	1 per 600 SF of floor area
Business machines: sales, service & rental	1 per 300 SF of floor area
Commercial off-street parking facilities	None
Data processing or computing service	1 per 500 SF of floor area or 1 per 1.5 employees, whichever is larger
Funeral home; ambulance	1 per 3 seats, 1 per service
Laboratory: Scientific or testing	1 per 500 SF of floor area or 1 per 1.5 employees, whichever is larger
Office of any kind	1 per 300 SF of floor area
Printing, limited to 2,500 SF of floor area	1 per 500 SF of floor area or 1 per 1.5 employees, whichever is larger

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Store selling architects', artists', engineers' or office supplies	1 per 300 SF of floor area
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12.01.16. Group 16. Convenience Goods and Services

Use Group 16 consists of convenience goods stores and personal service establishments which provide local consumer and transient needs and have a small service area and are, therefore, distributed throughout the City:

Permitted Uses	Off-Street Parking Spaces Required
A. Convenience goods stores:	1 per 200 SF of floor area
Confectionery or nut store; Bookstore; Delicatessen; Drugstore; Florist shop	
Food store, including bakery (retail only) meat, fish, seafood, dairy products	
Gift, novelty or souvenir store	
Hardware store	
Ice vending establishment	
Newsstand, tobacco store	
Variety store	
Wine & beer sales of off-premises consumption	
B. Personal service establishment:	1 per 200 SF of floor area
Altering, pressing, repairing or reweaving of apparel	
Barbershop	
Custom dressmaker; custom milliner; custom tailor	
Dry cleaning pick-up or self-service	
Laundry pick-up or self-service	
Optician, optometrist	
Post office or postal station	
Shoe repair	
Eating place, enclosed	1 per 300 SF of floor area
C. Personal improvement services:	
Art teaching studio	

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Artist studio	
Charm school	
Dance teaching studio	
Drama teaching studio	
Handicraft teaching studio	
Music teaching studio	
Photography (contact) studio	
D. Personal service establishments:	1 per 100 SF of floor area
Beauty shop	

12.01.17. Group 17. Eating Places with Beer and Wine

11.01.17.1. Permitted uses.

Eating places, enclosed, where beer and wine is served incidental to the serving of food, without dancing or entertainment.

12.01.18. Group 18. Shopping-type Consumer Goods and Related Services

Use Group 18 consists of stores selling goods which are ordinarily purchased less frequently than convenience goods and which often are affected by style and comparative shopping considerations. These stores tend to sell to a community-wide or regional market, rather than the more restricted local market served by convenience goods stores:

Permitted Uses	Off-Street Parking Spaces Required
A. Stores:	1 per 200 SF of floor area, except as otherwise noted
Art & handicraft supply store	
Auto accessories store, no tire recapping	
Antique store	1 per 300 SF floor area
Camera & photographic supplies: sales & rental	
Department store	
Dry goods store	
Floor covering sales	1 per 300 SF floor area
Freight reclamation	1 per 300 SF floor area
Furniture store	1 per 300 SF floor area

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Garden supply store, nursery stock	1 per 300 SF floor area
Home furnishings store	
Household electronics equipment sales	
Interior decorating shop	1 per 300 SF floor area
Household appliance store	
Jewelry, sales & repair	
Leather goods, sales & repair	1 per 300 SF floor area
Manufacturing of baked goods, candy delicatessen foods, & ice cream for retail sales on the premises only	
Music, musical instruments, phonograph record shop	
Orthopedic or medical appliance store	
Paint & wallpaper store	
Party & novelty supply sales	
Pet shop	
Picture framing sales	
Religious goods	
Stationery store	
Sporting goods sales	
Toy store	
Typewriter store	
B. Service establishments:	1 per 200 SF of floor area, except as otherwise noted
Auto rental agency	
Auction room	
Bridge studio	2 per 300 SF floor area
Billiard parlor	2 per 300 SF floor area
Bowling alley	3 per alley
Candy kitchen	
Delivery & express service	1 per 400 SF floor area
Locksmith shop	1 per 400 SF floor area
Saddle shop	1 per 300 SF floor area
Sewing machines sales & repair	1 per 200 SF floor area

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Taxi stand & dispatcher station	Minimum area
Theater or auditorium, enclosed, having less than 1,000 person seating capacity	1 space per 5 seats
Veterinarian: office only	1 space per 400 SF floor area

12.01.19. Group 19. Service Stations and Drive-in Restaurants

Use Group 19 consists of certain facilities catering almost entirely to persons in their automobiles and sometimes so operated as to cause appreciable adverse effects on adjoining residential and retail commercial uses, and therefore, not appropriate for prime retail districts:

Permitted Uses	Off-Street Parking Spaces Required
Gasoline service station (Section 14.13)	4 per enclosed service bay
Drive-in restaurant	1 per 300 SF of lot area

12.01.20. Group 20. Local Consumer Services

Use Group 20 consists of establishments engaged primarily in providing household and automotive maintenance and similar services which:

- Fulfill recurrent needs of residents of nearby areas; and
- Have relatively small service areas and are therefore distributed throughout the City; and
- Are generally incompatible with primary retail districts because they break the continuity of retail frontage.

Permitted Uses	Off-Street Parking Spaces Required
A. Stores:	1 per 300 SF floor area, except as otherwise noted
Automobile air conditioners, heaters, radios, seat covers; sales[,] installation[,] servicing & repair	
Automobile batteries, mufflers, glass, convertible tops; sales & installation	
Auto drivers training school	
Automobile tires: sales, installation & repair, but not including recapping or rebuilding of tires	
Building materials & lumber: retail sales	
Monument sales, with incidental processing to order, but not including the shaping of headstones	

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Used clothing & house wares sales	
B. Service establishments:	
Animal hospital serving household pets & similar small animals; breeding, raising, or boarding of household pets or similar small animals for commercial purposes, kennel (Section 14.19)	
Automobile laundry (Section 14.03)	
Automobile service garage, minor	1 per 300 SF floor area, except as otherwise noted
Bicycle sales, rental & repair	
Cabinetmaker shop	
Contractor or construction offices or shops: air conditioning, building, cement, electrical, heating, masonry, painting, plumbing, refrigeration, roofing, & ventilating	
Custodial or janitorial services	
Deodorizing	
Golf driving range; pitch & putt course; miniature golf (Section 14.14)	2 per tee or hole
Pawnshop	1 per 300 SF floor area, except as otherwise noted
Household equipment, repairs: appliances, electronics equipment, yard equipment	
Household equipment, rental: primarily household needs including chairs, party equipment, sick room equipment, tools, & similar sections, but not including industrial or major construction equipment	
Sign painting	
Storage facilities or mini-warehouses for storage of personal items, dealing directly with customers	
Taxidermist	
Tool sharpening	
Upholstering shop dealing directly with consumers	

12.01.20.1. Off-street parking spaces required:

- 1 per 300 SF floor area, except as otherwise noted.

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(Ord. No. 1198, § 2, 7-6-1976)

12.01.21. Group 21. Major Commercial Recreation Facilities

Use Group 21 consists of large commercial recreation facilities capable of generating substantial traffic volumes and having potentially adverse effects on nearby residential, commercial or light industrial areas.

Permitted Uses	Off-Street Parking Spaces Required
Amusement park	1 per 1,100 SF lot area
Commercial stadium, arena or auditorium having more than 1,000 person seating capacity	1 per 5 seats
Dancehalls	1 per 200 SF
Drive-in theater (Section 14.10)	1 per outside speaker
Riding academy or public stable	None (Sub-section 8.172)
Skating rink	1 per 500 SF floor area

12.01.22. Group 22. Semiprivate Clubs, Taverns and Nightclubs

Permitted Uses	Off-Street Parking Spaces Required
Club, semiprivate (Section 14.29)	1 per 500 SF floor area
Nightclub (Section 14.29)	
Tavern (Section 14.29)	

12.01.23. Group 23. Automobile Sales and Service Establishments

Use Group 23 consists of automobile and related vehicles sales and service establishments, including open use of land, having limited objectionable characteristics to other retail and service establishments.

Permitted Uses	Off-Street Parking Spaces Required*
Automobile leasing	
Automobile repair, major	
Automobiles & trucks, new & used: sales & servicing	
Boats: sales & repair	1 per 300 SF floor area
Motorcycles & scooters: sales & repair	
Trucks: sales, repair, & rental	

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12.01.23.1. Off-street parking spaces required:

- 1 per 400 SF floor area, except as otherwise noted.

(Ord. No. 1830, § 12, 11-19-1985)

12.01.24. Group 24. Industrial Group A

Use Group 24 consists of light industrial activities, including processing activities which:

- Are ordinarily conducted in such a way as to comply with a high level of performance standards; and
- Produce articles of high value relative to bulk, and therefore, generate very low truck traffic.

12.01.24.1. Permitted Uses:

- Art needle work, hand weaving or tapestries.
- Bakery products: limited to 7,500 SF of floor area per establishment.
- Book binding and tooling.
- Carpentry, custom woodworking or custom furniture making.
- Custom ceramic products.
- Custom hair products.
- Custom orthopedic or medical appliances.
- Jewelry manufacturing from precious metals.
- Medical, dental or drafting instruments; optical goods; or similar precision instruments.
- Printing or publishing, including engraving and photoengraving, without floor area limitation.
- Watch making.

12.01.24.2. Off-street parking spaces required.

- In nonmanufacturing or processing facilities, one per 300 SF of floor area for office area, and one per 600 SF of floor area for warehouse and shop area.
- In manufacturing or processing facilities one per each 1½ employees.

(Ord. No. 1715, § V, 3-20-1984)

12.01.25. Group 25. Industrial Group B

Use Group 25 consists of manufacturing and nonmanufacturing activities which:

- Are ordinarily conducted in such a way as to comply with a high level of performance standards; and
- Produce articles of only moderately high value relative to bulk and thus are likely to generate moderate truck traffic.

12.01.25.1. Permitted Uses:

- Manufacturing or processing of the following products:
 - Apparel or other textile products from textiles or other prepared materials, including hat bodies and similar products.
 - Beverages, nonalcoholic.
 - Bottling works, for all beverages.

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- Brooms or brushes.
- Cameras or other photographic equipment, except film.
- Canvas products.
- Clocks or similar products.
- Fur goods, not including tanning or dyeing.
- Ice, dry or natural.
- Motion picture.
- Novelty products.
- Orthopedic or medical appliances, including artificial limbs, braces, supports, or stretchers, or similar appliances.
- Scenery construction.
- Statuary, mannequins, figurines, or religious or church art goods, excluding foundry operations.
- Umbrellas and parasols.
- Nonmanufacturing activities:
 - Cold storage plant
 - Laundry plant
 - Moving; storage; parking; crating
 - Warehouse, except for goods whose warehousing or storage is listed separately herein
 - Wholesale distributors, except for goods whose distribution is listed separately herein

12.01.25.2. Off-street parking spaces required.

- In nonmanufacturing or processing facilities, one per 300 SF of floor area for office area, and one per 600 SF of floor area for warehouse and shop area.
- In manufacturing or processing facilities one per each 1½ employees.

(Ord. No. 1715, § V, 3-20-1984)

12.01.26. Group 26. Industrial Group C

Use Group 26 consists of manufacturing and nonmanufacturing activities which are ordinarily conducted in such a way as to generate moderate adverse effects on certain other uses and thus to comply with a moderate level of performance standards.

12.01.26.1. Permitted Uses:

- Manufacturing or processing of the following products:
 - Automobiles, trucks or trailers, including parts; engine rebuilding.
 - Boats.
 - Carpets.
 - Ceramic products, including pottery, small glazed tile, or similar products.
 - Chemicals: compounding or packaging.
 - Cosmetics or toiletries.
 - Electrical appliances, including lighting fixtures, irons, fans, toasters, electric toys, or similar appliances.
 - Electrical equipment assembly, including home radio or television receivers, home-movie equipment, or similar products, but not including electrical machinery.

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- Electrical supplies, including wire or cable assembly, switches, lamps, insulation, dry cell batteries, or similar products.
- Food products, except slaughtering of meat, or manufacturing of vinegar, sauerkraut, or pickles, or similar products.
- Glass products, from previously manufactured glass.
- Hair, felt, or feather products, except washing, curing, or dyeing.
- Hosiery.
- Ink or inked ribbon.
- Jute, hemp, sisal, or oakum products.
- Leather products, including shoes, machine belting, or similar products.
- Luggage.
- Machines, business, including typewriter, accounting machines, calculators, card-counting equipment, or similar products.
- Machinery, miscellaneous, including washing machines, firearms, refrigerators, air conditioning, commercial motion picture equipment, or similar products.
- Machine tools, including metal lathes, metal presses, metal stamping machines, woodworking machines, and similar products.
- Mattresses, including rebuilding or renovating.
- Metal finishing, plating, grinding, sharpening, polishing, cleaning, rustproofing, heat treating, or similar processes.
- Motorcycles, including parts.
- Musical instruments, including pianos or organs.
- Paper products, including envelopes, stationery, bags, boxes, shipping containers, bulk goods, tubes, wallpaper, or similar products.
- Pecan shelling.
- Perfumes or perfumed soaps, compounding or packaging only.
- Pharmaceutical products.
- Plastic products, including tableware, phonograph records, buttons, or similar products.
- Poultry or rabbit packing or slaughtering.
- Silverware, plate or sterling.
- Soap or detergents, packaging only.
- Sporting or athletic equipment, including balls, baskets, cues, gloves, bats, racquets, rods, or similar products.
- Steel products: miscellaneous fabrication or assembly, including steel cabinets, doors, fencing, metal furniture, or similar products.
- Textiles: spinning, weaving, manufacturing, dyeing, or printing; canvas goods, knit goods, yarn, thread or cordage.
- Tools or hardware, including bolts, nuts, screws, doorknobs, drills, hand tools, cutlery, hinges, house hardware, locks, nonferrous metal castings, plumbing, appliances, or similar products.
- Toys.
- Upholstering, bulk, excluding shops dealing directly with consumers.
- Vehicles, children's, including bicycles, scooters, wagons, baby carriages, or similar vehicles.
- Venetian blinds, window shades, or awnings.
- Wax products.

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- Wood products, including furniture, boxes, crates, baskets, pencils, cooperage, or similar products.
- Nonmanufacturing activities:
 - Agricultural suppliers; feed, seed, livestock medication, not including farm machinery.
 - Building supplies and lumber yards: retail or wholesale.
 - Plumbing fixture supplies: retail or wholesale.

12.01.26.2. Off-street parking spaces required.

- In nonmanufacturing or processing facilities, one per 300 SF of floor area for office area, and one per 600 SF of floor area for warehouse and shop area.
- In manufacturing or processing facilities one per each 1½ employees.

(Ord. No. 1715, § V, 3-20-1984)

12.01.27. Group 27. Industrial Group D

Use Group 27 consists of manufacturing and nonmanufacturing activities which are ordinarily conducted in such a way as to generate substantial adverse effects on certain other uses and thus to comply with a low level of performance standards.

12.01.27.1. Permitted Uses:

- Manufacturing of the following products:
 - Asphalt or asphalt products.
 - Beverages, alcoholic, including beer or ale.
 - Brick, tile, or clay.
 - Cement, lime, or plaster of paris.
 - Charcoal or fuel briquettes.
 - Chemicals, including acids, acetylene, aniline dyes, ammonia, bleaching compounds, carbide, caustic soda, cellulose, chlorine, cleaning or polishing preparations, exterminating agents, hydrogen or oxygen, industrial alcohol, potash; plastic materials, synthetic resins, or rayon yarns, coal, coke or tar products, including manufacturing gas.
 - Cotton ginning or processing.
 - Distillation of bones or wood.
 - Excelsior or packing materials.
 - Fat rendering.
 - Fertilizers.
 - Food products, without limitations as to type.
 - Foundries, ferrous or nonferrous.
 - Gas or gas products.
 - Gelatin, glue, or size.
 - Glass or large glass products, including structural or plate glass or similar products.
 - Grain milling or processing.
 - Graphite or graphite products.
 - Gypsum.
 - Hair, felt, or feathers, bulk processing, washing, curing, or dyeing.
 - Film, photographic.

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- Incineration or reduction of garbage, offal.
- Insecticides, fungicides, disinfectants, or related industrial or household chemical products.
- Leather or fur tanning, curing, finishing, or dyeing.
- Linoleum or oil cloth.
- Machinery, heavy.
- Metal or metal ores, reduction, refining, smelting, or alloying.
- Metal alloys or foil, miscellaneous, including solder, pewter, brass, bronze, or tin, lead, or gold foil, or similar products.
- Metal or metal products: treatment or processing, including enameling, japanning, lacquering, galvanizing, or similar processes.
- Metal casting or foundry products, heavy, including ornamental iron works or similar products.
- Monument works, with no limitation on processing.
- Oil well drilling.
- Paint, enamel, lacquer, turpentine or varnish.
- Petroleum or petroleum products, refining, including gasoline or other petroleum products with a closed cup flashpoint of less than 105 degrees Fahrenheit.
- Plastic, raw.
- Porcelain products, including bathroom or kitchen equipment or similar products.
- Railroad equipment, including railroad cars and locomotives.
- Rubber, natural or synthetic, including tires, tubes, or similar products.
- Soaps or detergents.
- Steel structural products, including bars, girders, rails, wire rope, or similar products.
- Solvent extracting.
- Slaughtering or packing.
- Stone processing or stone products, including abrasives, asbestos, stone screening, stone cutting, stone works, sand or lime products, or similar products or processes.
- Sugar refining.
- Tar or tar products.
- Textile bleaching.
- Vinegar, pickles, or similar products.
- Wood or lumber processing, including sawmills or planing mills, excelsior, plywood or veneer, wood preserving treatment, or similar products or processes.
- Wool scouring or pulling.
- Nonmanufacturing activities:
 - Junkyard
 - Slaughterhouse, animal auction

12.01.27.2. Off-street parking spaces required.

- In nonmanufacturing or processing facilities, one per 300 SF of floor area for office area, and one per 600 SF of floor area for warehouse and shop area.
- In manufacturing or processing facilities one per each 1½ employees.

(Ord. No. 1122, § 2, 5-27-1975; Ord. No. 1715, § V, 3-20-1984)

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12.01.28. Group 28. Outdoor Advertising

12.01.28.1. Permitted Uses:

- Outdoor advertising signs.
- Off-street parking spaces required: None.

12.01.29. Group 29. Shipping Containers and Shipping Container Storage Yards

12.01.29.1. Permitted Uses:

- Shipping container storage yard.

(Ord. No. 1639, § II(2), 2-15-1983)

12.01.30. Group 30. Manufactured Homes and Trailers

12.01.30.1. Permitted Uses:

- Sales, repair and rental of manufactured homes and trailers (*including camping trailers*).

(Ord. No. 1830, § 13, 11-19-1985)

12.01.31. Group 31. Tank Truck Facilities

12.01.31.2. Permitted Uses:

- Dispatching, handling, maintenance, repair, storing or parking of tank trucks which are used to haul or transport any flammable or hazardous products.

(Ord. No. 1883, § VII, 12-16-1986)

12.01.32. Group 32. Highway Services

12.01.32.1. Specific Use Permit (SUP) Required:

(Ord. No. 2737, §§ 2, 3, 1-2-2001)

12.01.33. Group 33. General Commercial Zoning District

12.01.33.1. Permitted Uses:

- Light fabrication shop making small precision parts only inside enclosed structure, using no overlay or fabrication welding, using no overhead cranes and creating minimum noise.

(Ord. No. 2758, § I, 6-5-2001; Ord. No. 2761, § I, 6-19-2001)

12.01.34. Group 34. Industrial Parks District and General Industrial District

12.01.34.1. Principal Uses:

Lay down yards/outdoor storage:

- Allowed only in the M1.

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- Any area that can be viewed from a public ROW shall be enclosed by a solid eight-foot fence. If the area abuts another zoned district other than an industrial district, that area will need to be enclosed by a solid eight (8) foot fence.
- ~~The area needs to be surfaced with some hard surface to control dust at all times.~~ All laydown yards shall be comprised of a dust free surface on an adequately compacted base engineered to withstand anticipated loadings. All laydown yards shall be graded to drain internally and designed to trap sediment from entering a public drainage system. Treatment to control dust will be required when Code Enforcement deems it necessary. Failure to comply with dust control treatments will result in a fine.
- The area cannot encroach on the front building line. The lay down yards/outdoor storage, which abut other industrial zoned districts, do not have to conform to the side or back setback line.
- Equipment or material stored on-site shall be free from any hazardous and combustible materials.

12.01.34.2. Permitted uses:

Shipping containers:

1. Shipping containers are allowed in the M1 industrial park district and M2 general industrial district for shipping purposes only and must conform to the following requirements:
 - i. No shipping container may be used for storage purposes;
 - ii. Shipping containers may not be stacked and must be placed on a concrete or asphalt surface;
 - iii. The shipping containers must be completely enclosed by a solid fence that is a minimum of six (6) inches above the shipping containers and a maximum height of eight feet from the ground;
 - iv. The use of the shipping containers must be in connection with the business at the location but not the primary business;
 - v. The use of shipping containers in the M1 industrial park district and M2 general industrial district must have a specific use permit before any containers are placed at the location.

12.01.35. Group 35. Industrial Zoning District

12.01.35.1. Specific Use Permit (SUP) Required:

- Bulk Warehouses

12.01.35.2. Parking requirements:

- Parking requirements shall be one space per 300 SF of office and one space per 2,500 SF of warehouse.

(Ord. No. 2827, § 1, 7-16-2002; Ord. No. 2876, § 1(2)—(8), 2-4-2003; Ord. No. 2908, § 1(2)—(4), 8-5-2003)

12.01.36. Group 36. Industrial Equipment Rental (*Industrial Zoning District*)

- All equipment, machinery, containers, etc., that can be viewed from a public ROW, shall be enclosed by a solid eight (8) foot fence. If the equipment, machinery, containers, etc. abuts

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another zoned district other than an industrial district, that area will need to be enclosed by a solid eight-foot fence.

- All equipment, machinery, containers, etc., need to be on a hard surface to control dust at all times and containers may not be stacked.
- All equipment, machinery, containers, etc., stored on site shall be free from any hazardous and combustible materials.

(Ord. No. 2930, § 1(2)—(4), 11-18-2003)

12.01.37. Group 37. Light Industrial District

12.01.37.1. Permitted uses.

- Recreational vehicle parks.

(Ord. No. 3138, §§ 2, 3, 3-6-2007)

SECTION 13 – PERFORMANCE STANDARDS

Section 13. Performance Standards

13.01 Landscape Requirements.

13.01.1. Purpose.

This concerns providing landscape space, trees, vegetation and other materials for the purposes of the following.

1. Site Design.
Complementing the design and location of buildings, streets, and circulation systems and integrating and enhancing the overall site design.
2. Buffering.
Minimizing the impacts of light, noise, movement or activities from adjacent properties.
3. Conservation.
Protecting and conserving water resources and assisting in the management of storm water.
4. Environmental.
Improving air quality, moderating ambient temperatures and lowering energy consumption.
5. Soil Protection.
Protecting and conserving soils from erosion by wind or water or from excavation or grading and the promotion of healthy soil biology.

13.01.2. Scope.

1. Applicability.
Section 13.01 Landscape Requirements shall apply to the following.
 - a. All new developments and all existing developments that are expanding or redeveloping 30 percent or more land area or building area.
 - b. New Single Family (SF), Two Family (2F) and Townhome (TH) lots shall comply with 13.01.10 Landscaping Requirements for Single Family, Two Family, and Townhome Lots.
 - c. HOAs and Covenants, Codes and Restrictions (CCRs) for residential developments shall not overrule the requirements of this Section 13.01 by penalizing or restricting water conserving landscapes, or requiring landscape materials that do not comply with this Section 13.01.
 - d. All open space and landscape areas required by other regulations in the Zoning Ordinance and the Subdivision Ordinance shall comply with the standards of this Section 13.01.
2. General Standards.
The preparation of the Landscape and Irrigation plans shall be in accordance with the following standards.
 - a. Best management practices for tree pruning, ANSI A300, shall apply to this Section 13.01.

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- b. Nursery standards shall be the American Standard for Nursery Stock, ANSI Z60.1-2004.
- c. Best management practices for stormwater management as approved by the Director of Engineering Services.

3. Landscape Plan.

- a. A Landscape Plan is required for all applicable developments, as described above.
- b. The Building Official shall establish and maintain a list of the required documents and elements for a Landscape Plan.
- c. A Landscape Plan shall be prepared by a Landscape Architect and submitted for review.
- d. Irrigation drawings shall be prepared by a licensed Irrigator.

4. Equivalent or Superior Landscape Requirements.

- a. The Planning & Zoning Commission may approve modified landscape requirements that are equivalent to, or exceed, the requirements set forth in within this section in conjunction with the submittal Site Plan only if the following is met.
 - i. The following standards are met:
 - 1) The proposed landscape requirements represent a superior result than that which could be achieved by strictly following the requirements of this section; and
 - 2) The proposed landscape design complies with the stated purpose of this section; and
 - 3) Landscape elements and yard area requirements are provided elsewhere on the site.
 - ii. The proposed landscape design either:
 - 1) Incorporates the retention of significant trees and naturally occurring undergrowth; or
 - 2) Better accommodates or improves the existing physical conditions of the subject property.

5. Landscape Inspections.

- a. The approved landscape design shall be inspected and approved by the City before a Certificate of Occupancy can be issued.
- b. The landscape construction may be delayed up to six (6) months under special circumstances when the amount of the landscape improvement costs is escrowed with the City or a performance bond is initiated between the City and the property owner.

6. Maintenance and Enforcement.

- a. The owner of the property shall maintain the landscape pursuant to the design intent and best management practices for landscape.
- b. The owner of a property that does not comply with these requirements shall be notified and given 30 calendar days to comply.
- c. If, after 30 calendar days, the landscape still does not comply with the approved Landscape Plan, the City may issue citations for the violation pursuant to code enforcement provisions.

13.01.3. Examples of Appropriate Landscaping.

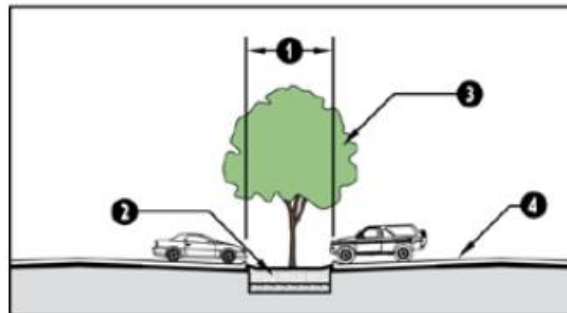
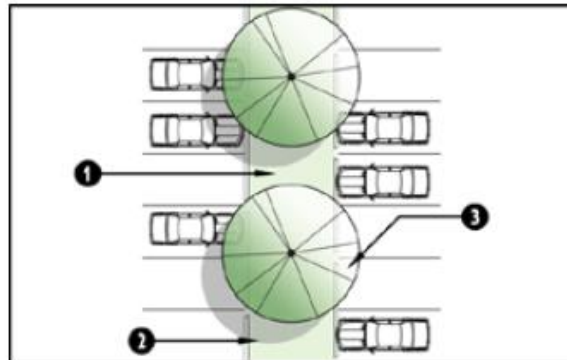
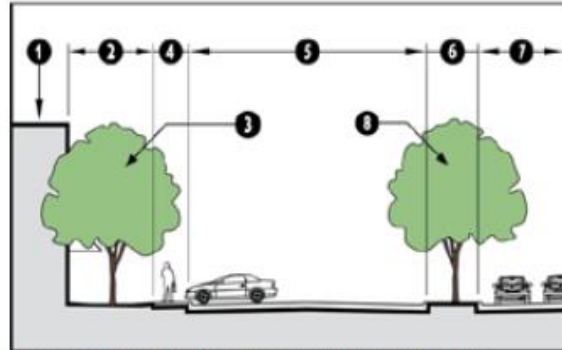
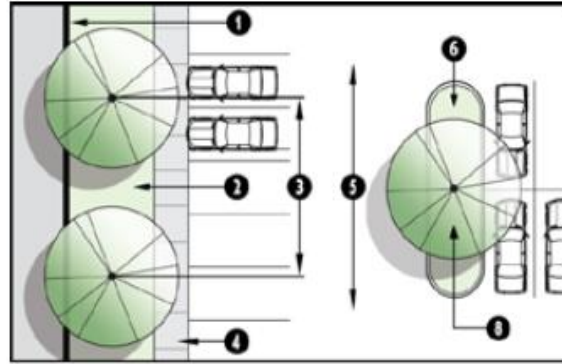
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Office / Non-Retail Center Façade		
1	Façade	South and West Façades with glazing
2	Landscape area	15' minimum adjacent to structure
3	Trees, façade	30' on center or as appropriate for species
4	Sidewalk	6' minimum width
5	Main drive aisle	24' minimum
6	Parking island	9' minimum width; Terminus of parking rows along the main drive aisle; Equal to 2 parking spaces
7	Parking lot	
8	Trees, parking	Center in landscape island

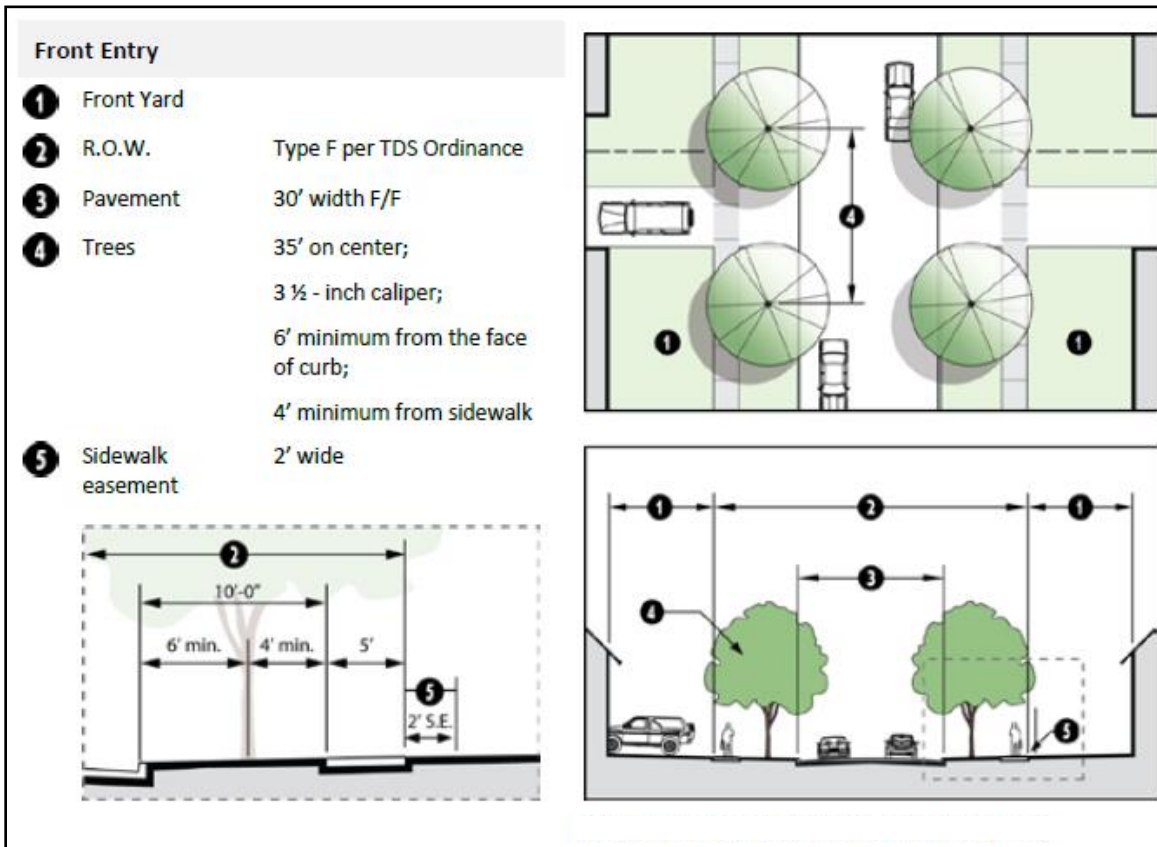
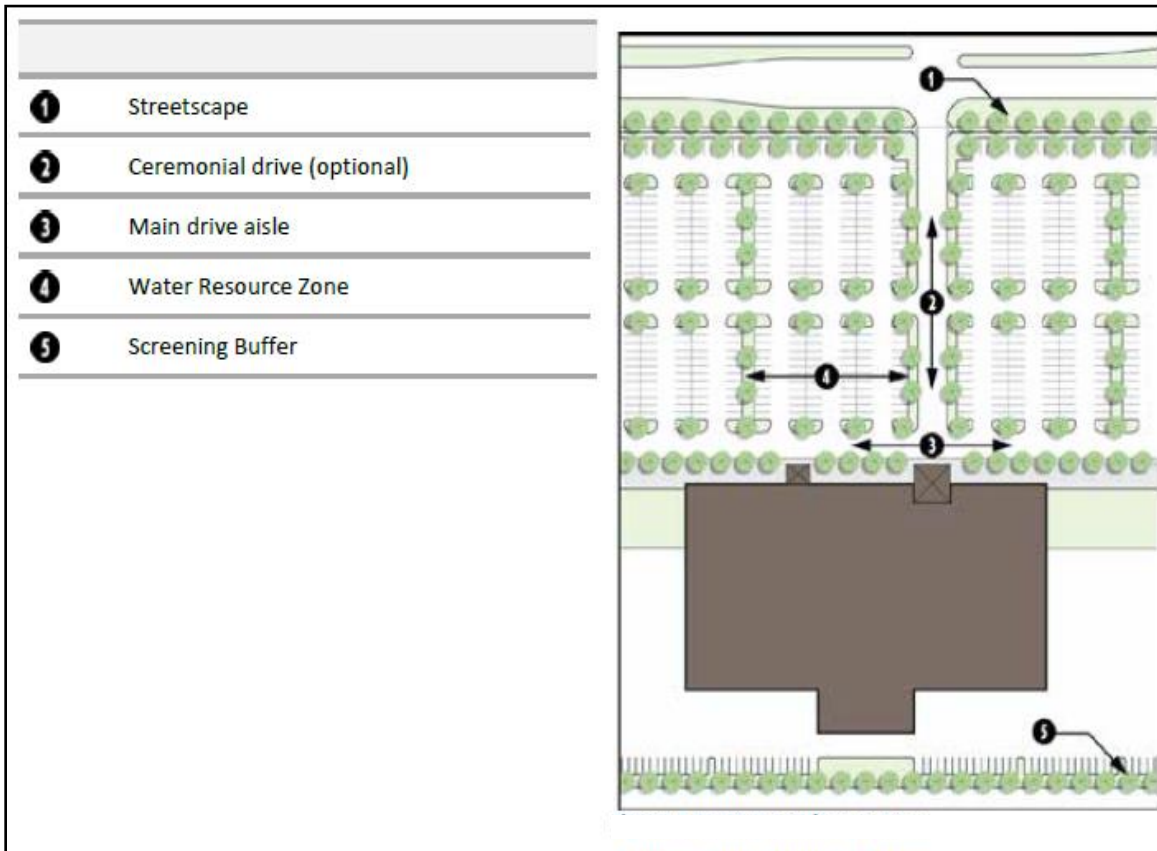
Landscape Edge		
1	Landscape buffer	12' minimum width ¹ ; 5 percent of the parking surface area, including drive aisles, for nonresidential; 7 percent of the parking surface area, including drive aisles, for multifamily;
2	Stormwater BMP	Engineered bioswale or bioretention
3	Trees	One tree per 500 square feet of landscape area
4	Parking lot	Grade parking lot to drain towards landscape area Design with wheel stops or curb cuts to allow drainage into landscape buffer

¹ May be wider based on stormwater runoff and exclusive of detention basis.



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SECTION 13 – PERFORMANCE STANDARDS

13.02 Screening Standards

13.02.1. Purpose

Standards set forth in this subsection establish the screening options required for the various land uses and zoning districts.

13.02.2. Standards

1. Applicability.

Regulations are prescribed for the location and type of various screening devices to be used when required in the various zoning districts or in this section in accordance with the following standards.

- a. The property owner of a tract of land in a nonresidential zoning district shall be the responsible party for:
 - i. The wall or fence construction on the property line where a tract is adjacent to a district or use required to be screened; and
 - ii. Paving the area between the wall and/or fence and the alley according to Engineering Services' standards.
- b. The property owner of a tract of land within a multifamily zoning district shall be the responsible party for when adjacent to a single family zoning district.
- c. Screened from View and Screening Elements
All areas covered by this section shall be screened from all streets and adjacent property lines of residentially zoned parcels, or areas shown as single family or multifamily residential uses on the Future Land Use Map.

2. Screening Wall Materials.

A screening wall or fence required under the provisions of this section, under a SUP, a PUD, or other requirement shall be constructed of clay-fired brick or stone masonry units.

- a. All wall or fence openings within a required screening element shall be equipped with gates equal in height and screening characteristics to the wall or fence.
- b. Split-face concrete masonry units, or pre-cast panels used in lieu of walls constructed of clay fired brick or stone materials shall be constructed only with approval by the Director.

3. Screening Wall Finishing on Both Sides.

- a. All required masonry screening walls shall be equally finished on both sides of the wall.
- b. The style, color, and material of the wall must be consistent within the development.

4. Screening Installation and Maintenance.

- a. All required walls, fencing, and other screening materials must be installed and completed prior to final acceptance of the project.
- b. The property owner shall maintain all screening fences, walls, and landscaping.
- c. Set in place wall panel construction methods are prohibited in conjunction with multifamily developments proposed after April 5, 2011.
- d. Repairs to existing walls will be permitted with the addition of galvanized metal supports being added to the area being repaired.
- e. Thin walls are permitted in conjunction with multifamily development, and shall be constructed over a concrete footing (*grade beam*) or a galvanized steel angle iron with four (4) inch by 12 inch concrete mow strip beneath.

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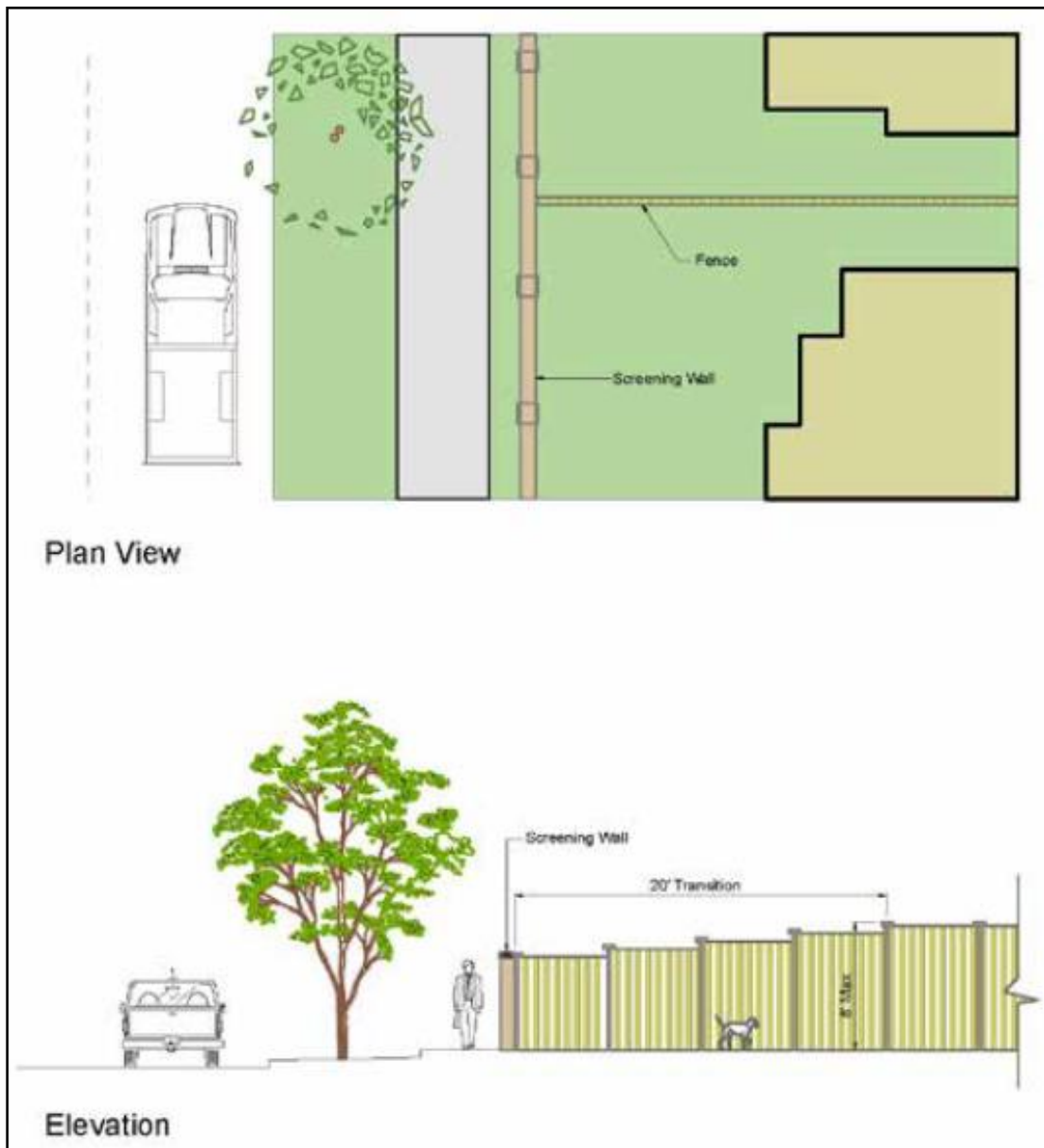
5. Landscape Screening and Sight Visibility Triangle.

Refer to the Thoroughfare Design Standards Ordinance for restrictions and limitations of improvements and landscaping in visibility easements.

6. Screening Standards.

In any residential district, or along the common boundary between any residential and nonresidential district where a wall, fence, or screening separation is erected, the following standards for height, location, and design shall be observed.

- a. Any fence or wall located to the rear of the minimum required front yard line shall not exceed eight (8) feet in height above the grade of the adjacent property.
 - i. As shown below where a fence intersects a screening wall and the height of the fence exceeds the height of the screening wall, the height of the fence shall transition to the height of the screening wall over a distance of 20 feet.



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13.02.3. Additional Examples of Screening/Buffer Areas

Screening Wall with View Fence	
1 Adjacent property ¹	Single Family; Multifamily
2 Buffer width	15' minimum width; 10' for OTC adjacent to OTR
3 Pavement	Parking or other impervious surface; May drain to Water Resource Zone in buffer
4 Trees	One row, evergreen ² selected from Living Screen list
5 Wall	6' minimum to 8' maximum height; 30% masonry; 70% open ornamental fence material (see B2); Masonry is not required within the OTC

Elevation detail:

A Landscape area
 B View fence
 C Solid masonry / pilaster wall

Living Screen ¹	
1 Adjacent property ²	Single Family; Multifamily
2 Landscape buffer	15' minimum width, or as determined by landscaping
3 Pavement	Parking or other impervious surface; May drain to Water Resource Zone in buffer
4 Trees	Two rows, evergreen ³ (selected from Living Screen list); 6' in height at planting and create a solid screen (see B2); 14' when screening a loading dock
5 Private fence	Homeowner fence

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13.03 Screening for Outside Storage.

13.03.1. Outside Storage and Display Requirements.

1. Elements within Outside Storage and Display Areas.

- a. Outside storage and display areas shall only contain equipment, vehicles, commodities, materials, goods, or merchandise that is sold, rented, or distributed within the inside of a building of a primary use, unless it is demonstrated to the Director that such products or materials could not be located indoors.
- b. Outside Storage and Display, Sales, or Operations.
 - i. No outside storage and display, sales, or operations shall be permitted unless such activity is visually screened from all streets and adjacent property lines of residentially zoned parcels or areas shown as single family residential or multifamily use on the Future Land Use Map.
 - ii. These regulations do not apply to temporary outside merchandise display, such as a sidewalk sale, where an outside area is used for merchandise display for less than 90 calendar days in one calendar year. If an area is used for more than 90 calendar days in one calendar year, then it shall comply with this section.

2. Prohibited Areas.

- a. Outside storage and display areas shall not be located within any required front/side yards.
- b. Outside storage and display areas shall not be located within any drainage or other type of easement.
- c. Outside storage and display areas shall not be located within any required parking area, parking spaces, loading areas, fire lanes, vehicular moving aisles or customer pick up lanes.

3. Visual Obstruction and Interference.

Outside storage and display areas shall not obstruct visibility or interfere with pedestrian or vehicular circulation and shall be subject to the following requirements:

- a. A minimum six (6) foot wide pedestrian path shall be maintained between outside storage and display areas and vehicular maneuvering aisles; and
- b. A minimum six (6) foot wide pedestrian path shall be maintained between any entry or exit doors from the primary use building to the vehicular maneuvering aisles or parking areas.

4. Size Limitation.

- a. Outside storage and display areas shall not occupy an area exceeding twenty five (25) percent of the gross floor area of the primary use building, or ten (10) percent of the lot area, whichever is most restrictive.
- b. Exception to the Size Limitation of Outside Storage and Display Areas
If the outside storage and display area exceeds these requirements, it must be presented on the Site Plan and requires Planning & Zoning Commission approval.

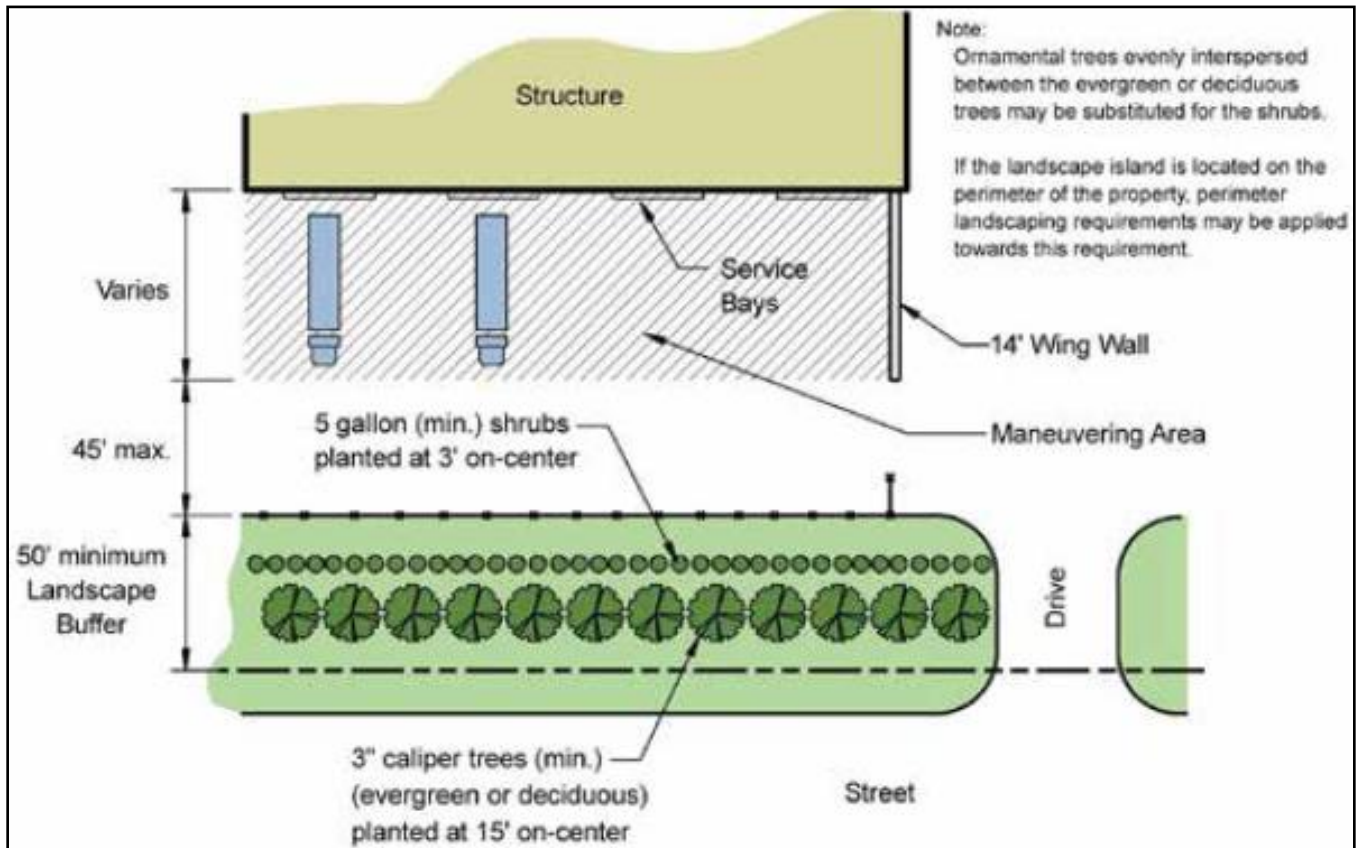
5. Exemptions.

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Outside storage and display areas shall not apply to new and used sales or lease of automobile, motorcycle, recreational vehicles, or watercraft and similar facilities requiring outside display.

6. Temporary Uses.

Seasonal and temporary storage areas shall provide for electrical plug-ins if storage containers require electrical service.



13.04 Screening Requirements for Residential and Nonresidential Properties

13.04.1. Screening Required Between Nonresidential and Residential

1. A solid screening wall separating a nonresidential zoning district from a residential zoning district shall be up to required pursuant to this section, except when deemed physically impractical by the Director of Public Works or other designee.
2. A required screening wall shall be at least six (6) feet six (6) inches in height, unless specifically permitted or required by this section or unless approved by a PUD or SUP.

13.04.2. When the Nonresidential Use is Responsible for Constructing the Screening Wall

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1. When nonresidential construction abuts the boundary of any property in a residential zoning classification, the Developer of the nonresidential use shall erect the screening wall along the common property line.
2. The design and construction material of the screening wall shall be as specified in this section.

13.04.3. When a Residential Use is Responsible for Constructing the Screening Wall

1. When residential construction abuts the boundary of any property in a nonresidential zoning classification, the Developer of the residential use shall erect the screening wall along the common boundary before the issuance of a Certificate of Occupancy and Compliance.
2. The design and construction material of the screening wall shall be as specified in this section.

13.04.4. Screening Walls for Loading Docks

1. Nonresidential uses with loading docks or delivery entrances that front a Collector Street or Arterial Street shall be screened by a minimum 10 foot tall masonry screening wall to obscure views of loading docks and loading spaces.
2. Loading docks and delivery entrances within the Light Industrial (LI) District and Heavy Industrial (HI) District are exempt.
3. The following standards apply if service or loading dock areas are adjacent to residential uses.
 - a. Service/loading areas shall be screened from view at a height of 10 feet at the residential property line.
 - b. This 10 foot wall must screen the entire loading dock or space.
 - c. Screening materials shall utilize similar masonry materials to the building's façades.
 - d. Service/loading areas shall be located at the side or rear of buildings.

13.04.5. Screening Wall Materials

1. Any screening wall required by this section shall be constructed of the following materials:
 - a. Brick, stone, or split-face concrete masonry unit; or
 - b. Pre-cast concrete wall or poured-in-place concrete wall with a similar wall with a similar appearance as brick, stone or split-face concrete masonry unit.
2. All construction materials shall be earth-tone or traditional masonry colors including white.
 - a. Where a masonry screening wall is constructed of split-face concrete masonry units or pre-cast concrete or poured-in-place concrete with a similar appearance as brick, the decorative or split-face side of the wall shall face the adjacent residential properties or street.
 - b. An unfinished Haydite block wall or a wall with non-traditional masonry colors shall be prohibited.

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- c. Smooth-faced concrete masonry units shall not be permitted as a construction material for a screening fence.

13.04.6. Screening Wall Design

- 1. All masonry walls shall be constructed with the same masonry materials as the main building.
- 2. The screening wall shall be designed and constructed to prevent any drainage or erosion problems.
- 3. A minimum five (5) foot wide screening fence maintenance easement shall be provided on all lots abutting the required screening along the full length of the required screening fence, unless separated by an alley. If platting, such easement shall be shown on the Preliminary Plat and Final Plat.

13.04.7. Mechanical Equipment Screening Requirements for Nonresidential Properties

13.04.7.1. General

- a. In all nonresidential development, all mechanical equipment, whether ground-mounted, roof-mounted or otherwise attached to the building, shall be screened from view.
- b. Mechanical equipment areas shall be constructed, located, and screened to prevent interference with the peace, comfort, and repose of the occupants of any adjoining building or residence.
- c. The location, construction, and screening of all mechanical equipment shall be shown on the site plan or design drawings.

13.04.7.2. Ground-Mounted Mechanical Equipment

- a. Ground-mounted mechanical equipment, with the exception of an electricity delivery provider's distribution equipment, shall be placed behind a screening wall or living screen equal or greater than one (1) foot above the height of the unit.
- b. The screening wall shall be constructed of masonry materials.

13.04.7.3. Roof-Mounted Mechanical Equipment

- a. Roof-mounted mechanical equipment shall be screened from view with a parapet wall, mansard roof or alternative architectural element.
- b. The height of the screening element shall be equal to or greater than the height of the mechanical unit(s) provided that the element shall not extend more than six (6) feet above the roof.
- c. When the height of a mechanical unit exceeds the maximum permitted height of the screening feature, an additional roof setback for the unit shall be required at a ratio of two (2) horizontal feet for each additional one (1) foot of vertical height above the maximum six (6) feet.
- d. Screening for mechanical equipment shall apply to new building construction only.

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13.04.8. Screening of Outdoor Waste Storage for Nonresidential, Single-Family Attached, and Multiple-Family Residential Properties

13.04.8.1. General

- a. Waste storage areas housing (*refuse containers, dumpsters, or similar facilities*) shall be constructed, located, and screened to prevent interference with the peace, comfort, and repose of the occupants of any associated or neighboring building or residence.
- b. The location, construction, and screening of all waste storage areas shall be shown on the site plan or design drawings.

13.04.8.2. Screening Required

Refuse containers, trash dumpsters/containers, trash compactors, box compactors, and other similar containers shall be screened on three sides with a masonry screening wall that shall be constructed to a minimum height of one (1) foot above the container height, but shall not exceed eight (8) feet in height.

- a. The container shall be screened by the masonry wall capable of screening the area.
- b. The screening wall shall be similar to or extensions of the development's architectural design.

13.04.8.3. Incidental Use Requirement and Location Standards

Refuse containers, trash dumpsters/containers, trash compactors, box compactors, and other similar containers that are used for waste disposal purposes shall:

- a. Only be allowed as an incidental use, and
- b. Only be allowed when located behind the building line established by the structure and not within any required landscaped area.

13.05 Off-Street Parking and Loading Requirements

13.05.1. Applicability

1. No building or structure or part thereof shall be erected, altered, or converted for any permitted use unless vehicle parking is provided according to the following standards, unless subject to an exception.
2. Vehicle parking shall be provided on the lot or tract, on an immediately contiguous lot or tract, or within 300 feet of such building or structure.
3. An established use lawfully existing at the effective date of this Zoning Ordinance need not provide vehicle parking that meets this Ordinance. No existing vehicle parking in connection with a legal use, at the effective date of this Zoning Ordinance, may be reduced below the minimum number of spaces as hereinafter required.

13.05.2. General Requirements

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1. Parking Areas and Driveways. Unless otherwise noted, parking areas and driveways shall be curbed, paved with cement concrete and maintained to City specifications.
2. Parking Space Dimension (Standard). In all zoning districts, all parking spaces shall not be less than 9 feet by 20 feet.

13.05.3. Parking Space Schedule: Single-Family and Duplex Uses

1. The minimum off street parking spaces for single-family and duplex uses shall be two (2) spaces for each dwelling unit, in addition to any garage parking spaces.
2. No off-street parking shall be allowed in any front yard area, except on a paved driveway.
3. No parking area or vehicle storage space shall be used for the storage or parking of any vehicle with more than two axles.
4. No inoperable vehicle may be parked on the street or driveway.

13.05.4. Parking Space Schedule: Multi-Family Uses

1. Off-street parking shall be provided behind the front building line in the side or rear yard of the lot or tract of land upon which a multi-family building is constructed.
2. Off-street parking shall be provided to meet the requirements of the residents and their guests in each multi-family project according to the following standards:
 - Two (2) spaces for each studio unit,
 - Two (2) spaces for each one-bedroom unit,
 - Two and one-half (2-½) spaces for each unit with (2) bedrooms,
 - Two and one-half (2-½) spaces for each unit with three (3) or more bedrooms, plus one additional space for each four (4) units in development.
3. No parking area or vehicle storage shall be used for the storage or parking of any vehicle with more than two axles.
4. No inoperable vehicle may be parked on the street or driveways.

13.05.5. Parking Space Schedule: Nonresidential Uses Applicable to All Districts

13.05.6. Off-Street Parking and Regulations

1. In computing the parking requirements for any building or development, the total parking requirements shall be the sum of the specific parking space requirements for each class of use included in the building or development.

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2. Floor Area of a structure devoted to off-street parking of vehicles shall be excluded in computing the off-street parking requirements of any use.

13.05.7. Parking Requirements for New or Unlisted Use

Where questions arise concerning the minimum off-street parking requirements for any use not specifically listed, the requirements may be determined by the Director of Public Works or other designee as those of a similar use.

13.05.8. Circulation and Parking Requirements for all Nonresidential Developments

1. Applicability. The regulations provided in this section shall apply to all nonresidential development.
2. Parking Aisles. Parking aisles shall generally be designed perpendicular to the front of the primary building in the development.
3. Wheel Stops and/or Bollards. If curbs are not provided, then parking spaces that face and are adjacent to a building or required landscaped area shall utilize wheel stops and/or bollards within 12 inches from the end of the space.

13.05.9. Handicap Parking Space(s)

Handicap parking space(s) shall be provided according Americans Disability Act (ADA) Standards for Accessible Design, as may be amended. Current requirements are as follows:

13.05.10. Parking Space Design Details

Each standard off-street surface parking space size shall be in accordance with the design standards as shown on the following illustrations for space size and design.

13.05.11. Off-Street Loading Space: All Districts

All nonresidential uses having 50,000 SF or more of gross floor area shall provide adequate off-street facilities for loading and unloading of merchandise and goods within or adjacent to the building, in such a manner as not to obstruct freedom of traffic movement of the public streets, alleys, or sidewalks.

1. All drives and approaches shall provide adequate space and clearances to allow for the maneuvering of trucks off-street.
2. Each site shall provide a designated maneuvering area for trucks.
3. No maneuvering shall take place in the ROW, all maneuvering shall be on-site.

13.05.12. Vehicle Stacking Requirements

1. Double Stacking Space Required after the Final Window, Food Pick-Up Window, or Stopping Point
 - a. A double stacking space shall be provided after the final window, order board, or stopping point to allow vehicles to pull clear of the transaction area prior to entering an intersecting on-site driveway or maneuvering aisle.

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2. Visibility Triangle Requirement for Drive-Through Lanes
3. Buildings and other structures shall have a 10 foot visibility triangle at the end point of drive-through lane to provide adequate visibility to allow vehicles to safely exit the drive-through lane prior to merging into intersecting driveways or maneuvering aisles.

SECTION 15 – EXCEPTIONS AND MODIFICATIONS

Section 14. Conditional Use Standards

14.01 General

Sections 11.02 through 11.37 describe the special conditions under which certain uses are permitted in certain districts. In addition to these conditions, the general provisions set forth in Section 14 shall apply to every permitted use, unless otherwise exempted elsewhere in this ordinance. Failure to maintain compliance with the conditions set forth herein shall constitute a violation of this ordinance.

It is recognized that new types of land use will develop and forms of land use not presently anticipated may seek to locate in the City. If the Director is unable to classify the use under one of the existing listed uses, then the Director shall initiate a zoning text amendment pursuant to procedures set forth in this ordinance.

14.02 Heliport or helistop.



Heliport or helistop shall be located no nearer than 600 feet to any other property in a residential district; shall provide runways or other landing spaces only so located and oriented that aircraft landing and taking off do not normally pass directly over a residential district below 200 feet elevation above grade. Proponents shall also be responsible to show that adequate measures will be taken to prevent offensive dust, noise, vibrations, and bright lights; and that the field in question meets the standards of the Federal Aviation Administration (FAA) for the particular class of field proposed to be developed.

14.03 Car Washing Establishments.

Car washing establishments shall provide paved parking space on the lot for not less than 10 automobiles per washing lane, and all parts of the operation shall be visibly screened on all property lines abutting property in a residential district, and any entrance thereto or exit therefrom shall be by way of a paved public street.



14.04 Carnival, Circus, Tent Revivals or Similar Temporary Open-air Enterprises.

Carnival, circus, tent revival or similar temporary open-air enterprises shall be permitted in any zoning district upon obtaining a temporary occupancy permit from the City Council after it has ascertained that such



carnival, circus, tent revival or similar temporary open-air enterprise shall have access drives so located as to minimize traffic hazards. The proponents shall show to the satisfaction of the City Council that adequate measures will be taken to prevent odor, dust, noise, lights and traffic from becoming a nuisance to uses on other properties. Each temporary occupancy permit for such enterprise shall be valid for a period of not more than seven days and shall not be granted for more than three such periods for the same location within any 90-day period.

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(Ord. No. 1198, § 5, 7-6-1976)

14.05 Cemetery/Mortuary/Funeral Home.

Permitted by Specific Use Permit and subject to the following development standards:

- The site shall front or side to a minor or major thoroughfare;
- Parking and drive aisles shall be screened from adjacent residential uses by a screening wall, minimum of six (6) feet in height, or by a combination of open fencing and living screening materials;
- The number and location of driveways shall be determined by Engineering Services;
- The application shall contain information indicating how the traffic generated by the use will not negatively impact the residential neighborhood;
- Additional screening, landscape buffers and other development criteria may be required by the Planning & Zoning Commission and City Council to address potential impacts of the use on adjacent properties;
- The maximum height shall be one story, 30 feet;
- All buildings shall be designed to have an appearance of a single family dwelling including the pitch and composition of the roof; and
- Unless otherwise noted, all other requirements of the applicable Single Family District shall apply.

14.06 Child Care.

Child care uses, including day nursery, day care center, or nursery, shall be subject to the following conditions:

1. In SF1, SF2, SF3, PH, TH, and OP Districts such uses shall be operated only as an accessory to a church, or privately as a home occupation when care is limited to six (6) children or less.
2. In all districts where permitted the following requirements shall be provided:
 - a. The site shall contain a minimum area of 250 SF per child; and
 - b. There shall be provided a minimum outdoor play space of 80 SF per child, per group occupying the space at one time, and such space shall be fenced on all sides from any adjacent property in a residential district by a solid fence or wall at least four feet in height.
3. Notwithstanding anything to the contrary herein, a public independent school district is not required to obtain a SUP for the operation of a day-care in a public school.

14.07 Churches and Other Place of Worship.

Churches and other place of worship, including Sunday School facilities, shall have any principal entrance or entrances on a primary or secondary thoroughfare or on a minor street within 300 feet of a primary or secondary thoroughfare, and shall meet the bulk and area regulations set forth in the district in which located, except for the following provisions:

District	Minimum Interior Side Yard and Rear Yard
SF-1, SF-2	50 feet
MF-1, MF-2	15 feet

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14.08 Construction Facilities, Accessory.

1. Construction facilities, accessory, including temporary batching plant for asphaltic or Portland cement concrete, or temporary building, or yard for construction materials, and equipment shall be permitted in any zoning district upon obtaining a temporary occupancy permit from the City Council after it is ascertained that such batching plant, yard, or building is both incidental to and necessary for construction within two miles of the plant, yard, or building. Each temporary occupancy permit for such plant, yard or building shall specify the location of the proposed facility and the area to be served thereby. Each such temporary occupancy permit shall be granted for a period of not more than 180 days, and such permits shall not be granted for the same location for more than four such periods during any 30-month period. The applicant shall show to the satisfaction of the Building Official that adequate measures will be taken to prevent odor, dust, noise, lights, drainage, and traffic from becoming an annoyance to uses on other properties. Ingress to and egress from such facilities shall be only from major thoroughfares, provided, however, that the board of adjustment may approve a location on a minor thoroughfare if the board finds that such location would give rise to less traffic on residential streets than would a feasible location on a major thoroughfare.
2. Use of temporary office buildings may be permitted within an industrial zoned district subject to the following conditions:
 - a. Within six months of the placement of any temporary office building, a building permit for a permanent building would be required.
 - b. The permanent building must be occupied within 12 months and all temporary office buildings must be removed from the site within 30 days unless an extension is granted by the City Council.
 - c. One 12-month temporary occupancy permit may be issued for each site upon the approval of the City Engineer.
 - d. Any extension of the temporary occupancy permit may be applied for but the extension would require the approval of the City Council.



(Ord. No. 2826, § 1, 7-16-2002; Ord. No. 2846, § 1, 9-17-2002; Ord. No. 3056, § 1, 11-15-2005; Ord. No. 3060, § 1, 12-6-2005)

14.09 Convalescent home, nursing home or maternity home.

No ingress or egress (*other than a service entrance on an alley*) shall be more than 50 feet from a primary or secondary thoroughfare.

No building, work or play area shall be nearer to a zoning lot in a residential district than 150 feet.

14.10 Drive-in theater.

The projection screen shall be located not less than 300 feet from any residential district, and shall not be located as to be visible from any thoroughfare within 1,000 feet thereof. A solid fence at least ten feet high shall enclose the site and shall be maintained in a satisfactory condition. No outside speakers will be permitted, other than those speakers designed for use inside the patron's vehicle.

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14.11 Earth Moving and Excavation; Mining, Including Quarrying, Depositing Construction Materials, Rock, Stone, Gravel, Sand, Clay, Earth or Minerals on the Ground.



Earth moving and excavation; mining, including quarrying, depositing construction materials, rock, stone, gravel, sand, clay, earth or minerals on the ground shall not be construed to be a permitted use in any district, except the M-3 district, unless and until the City Engineer has given written approval, except for the following defined extractions and deposits:

- Excavations for the foundation or basement of any building or for a swimming pool for which a building permit has been issued, or deposits on the earth of any building or construction materials to be used in a structure for which a building permit has been issued.
- Grading of any parcel of land for a permitted use where no bank is left standing and exposed for more than ten feet in vertical height, or when less than 1,000 cubic yards of earth is removed from the premises.
- Grading in a subdivision, which has been approved by the City in accordance with the City of Deer Park subdivision regulations (*Chapter 98 of this Code*) and any amendments thereto.

The City Engineer shall have the power to grant a written approval, revocable and valid for specified periods of time, to permit deposits on the earth of rock, stone, gravel, sand, earth, minerals, or building or construction materials. The City Engineer shall make such inspections as he deems necessary to ensure that all work is in accordance with the approval.

(Ord. No. 2825, § 1, 7-16-2002)

14.12 Equipment and Machinery Sales and Rental, Minor

Use must be completely maintained within the main structure.

14.13 Gasoline Service Stations.

Gasoline service stations to the extent that they are permitted in any district are subject to the following conditions:

1. A solid fence or wall at least 8 feet in height shall be erected and maintained to screen service station operations from any adjoining property in a Residential or OP District;
2. No sign, except a sign designating the brand, grade, and price of gasoline affixed to a gasoline pump, shall be permitted within 50 feet of any property in a Predevelopment or Residential District so as to be visible from such property;
 - a. For the purposes of this section, a residential lot means a lot on which a residential use is located, a lot zoned residential, or a lot designated as residential on the Comprehensive Land Use Plan.
 - b. Gas pumps do not have to meet the spacing requirement if:
 - i. A major thoroughfare separates the accessory gas pumps from the residential lot;
 - or

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- ii. The Future Land Use Plan designates a lot as residential, but City Council subsequently rezones the property to a nonresidential zoning district and no residential use is located on the lot.
3. No gasoline pump or servicing facility shall be located within 25 feet of any property in a Predevelopment or Residential District; and
4. In an NS district the following additional specific conditions shall apply to gasoline service stations:
 - a. Any permitted sign shall be stationary and shall conform in all respects to the applicable regulations pertaining to signs; and
 - b. No station shall have more than two (2) lubrication hoists, and any such hoist or hoists shall be located within an enclosed structure.

Convenience Stores with Gas Pumps shall be subject to the following development standards:

1. Gas pumps are permitted by right at a maximum of two (2) corners at an intersection of two (2) major thoroughfares;
 - a. Within the GC – General Commercial District, if two (2) gas pumps are currently located at two (2) corners at an intersection of two (2) major thoroughfares, then a convenience store with gas pumps may be located at a third (3rd) corner of said intersection along Center Street, SH 225, and Underwood Road upon approval of a Specific Use Permit.
2. Roofs of convenience stores and pump canopies shall be pitched;
3. A maximum of 10 pump islands shall be permitted. This restriction shall not limit the number of fuel dispensers per pump island;
4. Canopy support columns shall be fully encased with masonry materials that are complementary to that used on the main building; and
5. The canopy band face shall be of a color consistent with the main structure or an accent color and may not be backlit or used as signage.

14.14 Golf driving range.

Golf driving range, commercial shall be located only on a major street. The tee area shall be not less than 200 feet from any property in a residential district or less than 20 feet from any street. Lighting shall be shielded and directed away from any adjacent residential property.

14.15 Greenhouses.

Greenhouses as permitted in the respective districts shall be subject to the following limitations:



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District	Minimum Interior	
	Side Yard & Rear Yard	Other Regulations
Predevelopment	15 feet	None
Residential	15 feet	Only as accessory to a permitted residential use not exceeding 500 SF
Commercial or Industrial	15 feet from any lot line of an adjoining residential lot	Only as an accessory to a permitted use

14.16 Home occupations.

Home occupations in those residential districts in which permitted shall be subject to the following conditions:

- In any dwelling unit, all home occupations, collectively, shall not occupy more than 25 % of the gross floor area of one floor of said dwelling unit, nor more than 300 SF of the gross floor area whichever is greater, but these limitations shall not apply to foster family care, boarding[house] or lodginghouse.
- A home occupation shall not require internal or external structural alterations or involve construction features or the use of mechanical equipment, chemicals, or natural elements not customarily used in dwellings for the personal service of the residents.
- There shall not be more than one nonresident worker in any dwelling unit.
- Electrical power used in connection with the home occupation shall be limited to three horsepower.
- In any residential district where permitted the following specific home occupations shall be subject to the conditions designated below:
 - Foster family care shall be limited to the care of not more than four foster children per dwelling unit, except that there may be more than four foster children if they are all members of the same family.
 - Lodging and boarding shall be limited to not more than four persons not members of the resident family.
 - Signs or other devices advertising the home occupation are prohibited in residential areas.

(Ord. No. 1715, § VII, 3-20-1984)

14.17 Junkyard.

Junkyard shall be effectively screened from any district, other than an M-2 district, and from any state or federal highway within 700 feet by a solid fence or wall at least eight (8) feet in height which shall have no merchandise affixed thereon.

14.18 Keeping of pets and other household or domestic animals.

Keeping of pets and other household or domestic animals, only for personal enjoyment or household use and not for any commercial purpose, shall be permitted as follows in any predevelopment or residential district:

- Not more than two dogs and two cats over eight months old.



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- Cages or other fixed means of restraining pigeons, hamsters, or any other animals not regulated herein shall be not less than 25 feet from any zoning lot line in a predevelopment or residential district.

In any district other than a predevelopment or residential district the same distance separations established for the respective animals above shall be maintained from any dwelling, or from any zoning lot line of a lot upon which a dwelling or eating place is established.

14.19 Keeping or raising of animals.

Keeping or raising of animals, for purposes other than for personal enjoyment, to the extent that it is permitted in any district, is subject to the following conditions:

- Animal hospital, pound, or shelter; commercial kennel for cats or dogs; veterinarian's office with animals on the premises; pet shop, and other similar uses of a commercial nature:
- In a CS district no outdoor runs are permitted. All facilities where animals are kept, received, or treated shall be within a completely enclosed building or buildings.
- In a GC district, outdoor animal runs are permitted, provided all parts of such runs are a minimum of 200 feet from all zoning lot lines, and all screened from view from all such lines by a solid wall, fence, or building.
- No incineration of animal refuse shall be permitted in any district other than the M-3 district.
- The Building Official shall require reasonable proof that adequate measures will be taken to prevent odor, dust, noise, and drainage from becoming a nuisance to uses on other properties.
- Riding academy or public stable:
- All areas where animals are kept or ridden shall be fenced or otherwise confined not less than 25 feet from any adjoining property.
- Raising of animals for food shall be permitted in the following districts only as provided for below:
- Raising or keeping of other small domestic animals, including but not limited to beehives, chickens, game fowl, and rabbits, shall be permitted in any predevelopment or residential district, provided such animals are kept for personal use only, and that there be no more than eight such animals per acre or a prorated number thereof, and that such animals are kept no less than 125 feet from any dwelling or any zoning lot line.
- There shall be no sale on the premises of such animals or any animal products for food or for other purposes.
- The customary keeping of pets for personal enjoyment, only as provided for in Section 12.28 shall not be prohibited hereunder.

14.20 Newspaper distribution station.

Newspaper distribution station shall be maintained in a slightly condition with newspapers, wrappers, and waste materials stored and handled within a completely enclosed structure until removed from the premises.

14.21 Off-street parking and loading; temporary, incidental or for a special event.

Off-street parking and loading, temporary, incidental, or for a special event of a noncommercial nature may be permitted by the City Council by the issuance of a temporary occupancy permit, provided, however, that each permit shall be valid only for the duration of the designated special event, and

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provided further that if the designated special event is a seasonal activity, the permit may be granted for the entire season but restricted in use to designated dates and times in which the event is to occur.

14.22 Reserved.

Editor's note— Section 14.22, pertaining to outdoor advertising signs or structures, was deleted pursuant to Section 12 of Ord. No. 1011, adopted August 21, 1973, providing that all provisions of Ord. No. 819 (App. A), relating to signs be repealed.

14.23 Private Art Gallery, Museum or Library.

Private art gallery, museum, or library shall be located not less than 15 feet from any adjoining residential property and shall have its principal entrance or entrances on a primary or secondary thoroughfare.

14.24 Property Owners' Association.

Property owners' association, as required by this ordinance, shall be created for the perpetual care and maintenance of that portion of a development which is under common and undivided ownership by persons owning individual parcels within the development. Approval of the subdivision of any such development shall not be granted until title to the individual lots provides for the establishment of the required property owners' association and for the association's maintenance and care of all private land and facilities under common ownership and clearly defines liability or responsibility of the individual property owners or the association for the following, all of which shall be secured by a lien on the property:

- Any joint operation and maintenance of utilities.
- Tax obligations.
- Insurance.
- Assessments or dues.
- Maintenance of walks, drives, recreation areas, parking or loading areas.

In addition, title to the individual lots shall show how control of the association is vested, and shall provide that the conditions set forth above shall be an unexpiring part of such title until such time as all of the development is under the control of one person.

14.25 Sanitarium; institution for children or the aged; hospital for mental, narcotics, or alcoholic patients; penal institution; or similar institution.

Sanitarium; institution for children or the aged; hospital for mental, narcotics, or alcoholic patients, penal institution; or similar institution, but not including convalescent or nursing home or maternity home as provided in Section 12.08 shall be subject to the following:

- No ingress or egress (other than a service entrance on an alley) shall be on any street other than a primary or secondary thoroughfare.
- There shall be a solid fence or wall six (6) feet in height maintained in a good condition adjacent to any zoning lot in a residential district.
- No building or work area shall be nearer to a zoning lot in a residential district than 200 feet.

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14.26 Storage of flammable liquids and gases.

The storage of flammable liquids and gases shall comply with the following articles of the National Fire Codes, Vol. 1, as such articles may from time to time be revised: (a) Article No. 30, with respect to flammable liquids, (b) Article No. 58, with respect to liquefied petroleum gas.

14.27 Subdivisions office.

Subdivision office, temporary, is permitted as follows upon receipt of a permit granted by the Building Official for a period not to exceed two years. If it finds cause, the board of adjustment may grant an extension to this time period limitation:

- A temporary subdivision office, both incidental and necessary for the sale or rental of newly platted or newly constructed property, shall be located within a subdivision to which it is appurtenant.
- Reserved.

14.28 Swimming pool.

Any swimming pool in any district shall:

- Comply with the yard provisions of the district in which it is located.
- Be so walled, fenced, or otherwise enclosed as to prevent uncontrolled access.
- Be screened by a masonry wall or solid fence at least six (6) feet high on any side facing the property line of any zoning lot in a residential district, if said pool is located within any part of a required side or rear yard.

No swimming pool shall be permitted in any residential district unless such pool is (1) owned and operated by a public agency, or (2) accessory to a use permitted in such district. Except for a pool owned and operated by a public agency, no pool shall be permitted in a residential district unless the pool is intended for the use of, and is used by, only the occupants of the principal use of the property on which the pool is located and their guests.

14.29 Tavern, nightclub (*when permitted*) and semiprivate clubs.

Tavern, nightclub, and semiprivate clubs (*when permitted*) in the M2 and M3 industrial districts shall have all public entrances a minimum of 50 feet away from the zoning lot line of any property used principally for a residence, and in no case shall the entrance face adjoining residential properties.

14.30 Storage facilities or mini warehouses for storage of personal items.

Storage facilities or mini warehouses for storage of personal items shall not be constructed or be a permitted use in any district unless and until a specific use permit shall first have been secured from the City Council. Storage facilities or mini warehouses for storage of personal items must be constructed so that all structural members, including floors, roofs and their supports, are of steel, iron, concrete or of other noncombustible material, and in which the exterior walls are of noncombustible construction having a fire resistance rating of not less than two hours.

SECTION 15 – EXCEPTIONS AND MODIFICATIONS

14.31 Shipping containers and shipping container storage yards.

Shipping containers shall only be placed upon land that holds a specific use permit for a shipping container storage yard. Shipping containers shall not be stacked more than three high, except that they may be stacked up to four high on any area within a shipping container storage yard which repairs containers and utilizes a gantry crane to stack containers being repaired or stored. All shipping containers stored, handled or repaired shall be empty of all hazardous materials, including toxic, flammable or explosive substances.

The City Council of the City of Deer Park, in granting specific use permits, shall have the authority to require landscaping of the buffer zone and may require that no buildings, structures, or parking lots be allowed within the buffer zone. Each shipping container storage yard shall maintain clamps on hand at all times to secure all containers within its storage yard, in the event of high winds or an emergency. All shipping containers shall be stacked or placed upon areas paved with concrete, asphalt or stabilized soil which meets the requirements and specifications of the ordinances of the City of Deer Park relative to such areas to be paved with concrete, asphalt or stabilized soil.

SECTION 15 – EXCEPTIONS AND MODIFICATIONS

Section 15. Exceptions and Modifications

15.01. General.

The requirements and regulations specified hereinbefore shall be subject to the following exceptions, modifications, and interpretations.

15.02. Existing Lots of Record.

15.02.1. May be used as a building site:

Any zoning lot in any district which was under separate ownership and of record on the date of adoption of this ordinance, or amendment thereof, or which has been reduced to not less than two-thirds of the minimum required lot area, lot width, or both, and where no adjoining undeveloped land fronting on the same street was under the same ownership on said date, may be used as a building site even though such lot fails to meet the applicable minimum requirements for lot area, lot width, or both. With respect to such lots, yard dimensions and other requirements not involving lot area or width shall be complied with, subject to Subsections 15.02.2 and 15.02.3

15.02.2. Front and rear yard requirements:

On any such lot, the front and rear yard requirements shall not operate to reduce the depth of such lot below 70 feet, provided, however, that the application of this exception shall not be permitted to reduce:

- Any front yard below 10 percent of the depth of the lot; or
- Any rear yard below 15 percent of the depth of the lot, or ten feet, whichever is greater.

15.02.3. Side yard requirements:

On any such lot, the side yard requirements shall not operate to reduce the width of the lot below 10 feet, provided, however, that the application of this exception shall not be permitted to reduce:

- Any interior yard below 10 percent of the width of the lot; or
- Any exterior side yard below 20 percent of the width of lot or eight (8) feet, whichever is greater.

15.03. Front yard exceptions and modifications.

15.03.1. Established yard greater than required by the yard provisions of this ordinance:

In any district where 35 percent or more of the frontage on one side of a street between two intersecting streets is improved with buildings, the front yards of which do not vary more than eight feet from the average of the front yards of such buildings, no building shall project into the average front yard so established, but this exception shall not be interpreted to require a front yard of more than:

- a. 50 feet in any predevelopment, residential or OP district.
- b. 75 feet in any NS, CS, OP or any industrial district.

In determining the percentage of frontage, the widths of developed lots shall be used; in determining the average front yard, the widths of buildings fronting on the street shall be used.

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15.03.2. Established yard less than required by the yard provisions of this ordinance:

Where a new building is proposed to be erected or an existing building is proposed to be enlarged on a street where the frontage on the same side of the street between two intersecting streets is developed with one or more existing buildings that have a front yard or yards of lesser depth than required by this ordinance, then one of the following conditions shall apply; however, in no event shall the following be permitted to reduce a front yard to less than 10 feet:

- a. Where the proposed building is to be located not more than 200 feet from such existing buildings on both sides, and there are no intervening buildings, then the front yard shall be established by a line drawn between the two (2) nearest front corners of such adjacent buildings on the two (2) sides.
- b. Where the proposed building is to be located not more than 200 feet from one such existing building on one side, then the front yard shall be established by a line drawn from the nearest front corner of the existing building to the established front yard line at a slope of one foot depth to 10 feet of frontage.
- c. Where the proposed building is to be located more than 200 feet from all such existing buildings, then the proposed building shall conform with the front yard established herein for such district.
- d. Where the proposed building is to be located between and adjacent to two existing buildings that conform to the front yard requirements of such district, or between such a building and an intersecting street, then the proposed building shall conform to the front yard setback established for such district, regardless of the front yards established by other existing buildings in the same block.

15.03.3. Varying front yard requirements on same street frontage:

Where the frontage on one side of a street between two intersecting streets is in zoning districts having two or more different front yard requirements, the required front yard for any zoning lot on such frontage shall be determined as follows:

- a. In predevelopment and residential districts, the required front yard shall be the deepest front yard required in any predevelopment and residential district in such frontage.
- b. In commercial and industrial districts, the required front yard shall be the deepest front yard required in any predevelopment, residential, commercial or industrial district in such frontage.

15.04. Rear Yard Exceptions and Modifications.

15.04.1. Where rear yard abuts an alley:

In computing the required depth of a rear yard for any building where such yard abuts on an alley, the depth of the lot may be considered as extending to the center of said alley, and the required depth of the rear yard as being measured from the centerline of said alley.

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15.04.2. Where lot in commercial or industrial district backs on side of lot in predevelopment or residential district:

In the case of a reversed corner lot where the rear of a lot in a commercial or industrial district abuts upon the side of a lot in any predevelopment or residential district, there shall be a rear yard of not less than 12 feet, provided further that where a public alley separates the rear of the lot in the commercial or industrial district and the side of the lot in any predevelopment or residential district, no rear yard shall be required.

15.04.3. Existing lots of record and lots reduced by public acquisition: See Section 15.02

15.05. Side Yard Exceptions and Modifications.

15.05.1. Variation of distance between residential structures:

The distance between residential structures on the same zoning lot may be varied, when authorized by the board of adjustment, where the side wall of the adjacent residence is broken or otherwise irregular. In such case the average distance between residences shall not be less than the otherwise required least distance; provided, however, that such distance shall not be less at any point than one-half of the otherwise required least distance.

15.05.2. Reduction in width of one side yard:

The width of one side yard may be reduced, when authorized by the board of adjustment, to a width not less than three (3) feet, provided, however, that the sum of the widths of the two side yards on the same zoning lot is not less than the combined required minimum for both side yards. Such reduction may be authorized only when the board finds it to be warranted by the location of existing buildings or conducive to the desirable development of two or more lots.

15.05.3. Where lot in commercial or industrial district sides on side of lot in predevelopment or residential district:

Where a side of a zoning lot in a commercial or industrial district abuts upon a side of a zoning lot in a predevelopment or residential district, there shall be a side yard not less than seven (7) feet six (6) inches wide on such side of the lot in the commercial or industrial district.

Where a zoning lot in a commercial or industrial district backs up to and abuts upon the side yard of a zoning lot in a predevelopment or residential district, the exterior side yard of the commercial or industrial district shall be the same as the required front yard of the predevelopment and residential district.

15.06. Projections into Required Yards.

15.06.1. Certain Architectural Features.

Certain architectural features may project into required yards and courts as follows:

SECTION 15 – EXCEPTIONS AND MODIFICATIONS

- Cornices, belt courses, sills or other architectural features, may project a distance not exceeding four (4) inches.
- Canopies and eaves may project a distance not exceeding three (3) feet.
- Fire escapes may project a distance not exceeding four (4) feet.
- Stair and necessary landings may project a distance not to exceed three (3) feet. Such stair and landing shall be unenclosed except for protective railings.
- Bay windows, balconies and chimneys may project a distance not exceeding two (2) feet, provided that such features do not occupy, in the aggregate, more than one-third of the length of the building wall on which they are located.

15.06.2. Fences, Walls and Hedges.

1. If no solid fence exceeds at any point six (6) feet or an average of seven (7) feet in height above the natural elevation of the surface of the ground at such point, they may be located in any required yard or court, provided that on a corner lot, abutting in the rear the side lot line of another lot in a residential district, no such fence, wall, or hedge within 25 feet of the common lot line shall be closer to the side street lot line than one-half the least depth of the front yard required on such other lot fronting the side street.
2. On any corner lot, no fence, wall, hedge or other structure or planting more than three (3) feet in height above curb level shall be erected, placed, or maintained within the triangular area formed by the intersecting street lines and a straight line joining said street lines at points the distance of which from the point of intersection of the street lines is equal to the sum of the required front and exterior side yards.

15.07. Height Limit Exceptions.

Chimneys and Similar Structures.

When authorized by the board of adjustment, zoning district height limitations may be exceeded by the following structures: chimneys, church steeples, flagpoles, grain elevators, distribution lines, towers and poles, radio and television antennas, water towers, and similar structures.

15.08. Setback Regulations.

Where any ordinance of the City of Deer Park requires on any street a setback different from that required by the yard provisions of this ordinance, the former shall prevail.

15.09. Residential Lot Widths; Front Building Line.

In all residential districts, the lot width, at the front building line, shall be the minimum lot width as specified in the bulk and area regulations for that district.

(Ord. No. 1830, § 4, 11-19-1985)

SECTION 16 – GENERAL PROVISIONS

Section 16. General Provisions

16.01. Accessory Off-Street Parking; Special.

The City Council may authorize by specific use permit an accessory off-street parking lot on (1) any zoning lot in a residential district which abuts, either directly or across an alley, a commercial district or an industrial district, or on (2) any zoning lot in an OP district which abuts, either directly or across an alley, any other commercial district or an industrial district, subject to the following requirements:

- Permitted use. Such lot shall be used solely for the parking of passenger automobiles, as a use accessory to one or more principal uses located in said commercial or industrial districts and shall not be used as a commercial parking lot.
- Proximity to Commercial or Industrial Districts. No part of the lot shall be more than 300 feet from the nearest boundary of a commercial or industrial district.
- Entrance Location. Each entrance and exit of such lot shall be at least 20 feet from any other property in a residential district.
- Signs. Only signs for the direction of traffic or for the identification of the lot shall be established or maintained on such lot.
- Other Requirements. Such lot shall be subject to all requirements of this section which are applicable generally to off-street parking lots and to any additional requirements or conditions which the City Council may find necessary for the protection of adjacent property.

16.02. Accessory Buildings and Improvements.

16.02.1. General.

An accessory building may be erected as an integral part of a principal building, except when the accessory building is a stable or other structure for housing animals, or it may be connected with the principal building by a breezeway or similar roofed structure, or it may be erected completely detached from the principal building.

16.02.2. Time of Construction.

No accessory building shall be constructed on any lot prior to the time of construction of the principal building to which it is accessory.

16.02.3. Location.

1. An accessory building erected as an integral part of the principal building shall be made structurally a part thereof, shall have a common wall therewith, and shall comply in all respects with the requirements of this ordinance applicable to the principal building. An enclosed accessory building for off-street parking of automobiles which is erected within 10 feet of a principal building shall comply in all respects with the requirements of this ordinance and the fire code applicable to the principal building.

(Ord. No. 1830, § 2, 11-19-1985)

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2. A carport is defined as an open sided structure attached to an automobile garage on one end or side and supported by poles or decorative posts. The supporting framework shall be of wood or metal. The roof covering shall be wood, metal or a composition material considered permanent in nature. A carport is to be used for temporary parking of motor vehicles used on a day to day basis. No carport is allowed to substitute for a garage as defined, or required by any existing ordinances. A carport, although considered a permanent structure, cannot be used for any purpose other than motor vehicle or trailer parking.

Carport construction is governed by the following regulations:

- a. Roof. Not to exceed 20 feet length overall. Eave height not to exceed the height of the eave of the nearest building.
- b. Corner posts no further than 18 feet from the face of the permanent structure that measures the most setback from the property line.
- c. Sides must remain open, except for that portion of the side or end covered by attachment to an existing house or garage.
- d. No carport shall be erected nearer than five (5) feet to the front property line when measured from the longest projection of the roof line, eave, or decorative overhang; except when there is a 20 foot setback line, the five (5) foot requirement shall not apply. In such case, the carport shall not be extended nearer than one foot of the property line.

The purpose of this subsection is to allow the erection of carports in the front of a building, projecting toward the front lot line. This section is not intended to restrict the erection of a carport or accessory structure, in accordance with existing sections, on any side or rear lot.

3. Except as provided under paragraphs 16.02.3(1) and 16.02.3(2) hereof, an accessory building shall be located on the rear two-thirds of the zoning lot (but this limitation shall not apply to carports, provided the required front yard is observed) and at least 10 feet from any dwelling existing or under construction on the same lot. No accessory building shall be located closer than three (3) feet to any interior lot line, unless such lot line abuts an alley. In the case of a corner lot, said accessory building shall not project in front of the front building line required or existing on the adjacent lot, nor closer than 20 feet from the street line from which vehicular access is gained. These provisions relating to accessory buildings shall be effective with respect to such buildings, even though other provisions of this ordinance require wider or deeper yards for principal buildings.

16.02.4. Maximum Rear Yard Coverage.

Accessory buildings shall not cover more than 30 percent of the area of the required rear yard.

16.03. Reduction of Required Area of Space.

No lot, yard, court, parking area, or usable open space shall be reduced in area or dimension so as to make said area or dimension less than the minimum required by this ordinance; and, if already less than the minimum required by this ordinance, said area or dimension shall not be further reduced. However, this section shall not be interpreted to prevent the erection of a single-family dwelling within any residential district when a portion of a lot is acquired for a public purpose, provided that the remaining lot area and

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lot width are not less than two-thirds of the required minimum and that all other requirements of this ordinance are complied with.

16.04. Areas and Other Dimensional Requirements Not Transferable.

The lot, open space, or yard areas required by this ordinance for a particular building shall not be diminished and shall not be included as part of the required lot, open space, or yard area of any other building. If such areas for a particular building are diminished below the minimum required herein, the continued existence of such building shall be deemed to be a violation of this ordinance.

16.05. Unsafe Buildings.

Nothing in this ordinance shall prevent the strengthening or restoring to a safe condition of any part of any building or structure declared unsafe by proper authority.

16.06. Use of Required Front Yard.

No portion of any required front yard in a residential district may be used for any purpose other than for required access drives and parking thereon, for landscaping, or for signs as permitted in the district, provided, however, that off-street parking which becomes nonconforming by virtue of this section, shall not be required to be discontinued.

16.07. Through Lots.

In any residential district, a front yard as required for the district in which a through lot is located shall be required along both the front and the rear street lot lines.

16.08. Reserved.

16.09. Off-Street Loading and Parking Requirements.

16.09.1. Off-street Loading Requirements:

- General. Every building or structure hereafter constructed in any district for commercial, institutional and industrial purposes requiring the receipt or distribution by vehicles of material or merchandise shall provide and maintain on the same lot with such building, at least one off-street loading space for the first 10,000 SF or fraction thereof of gross floor area, and one additional such loading space for each 10,000 SF or major fraction thereof of gross floor area so used in excess of 10,000 SF, except that no more than three off-street loading spaces shall be required for any commercial use, nor more than five off-street loading spaces for any industrial use.
- Size. Each loading space shall be not less than 10 feet in width, 35 feet in length and 14 feet in height.

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- Access. Where the off-street loading space does not abut on a street, public or private alley, or easement of access, there shall be provided an access drive at least 10 feet in width leading to the loading areas required hereunder; such drive shall be of such design as to permit ready access by semitrailer trucks.
- Location. Such space may occupy all or any part of any required yard, or court space, but no such space may be located closer than 50 feet to any residential district unless wholly within a completely enclosed building or unless enclosed on all sides abutting the residential district by a solid fence or wall of not less than six (6) feet in height.

16.09.2. Off-Street Parking Requirements.

- General. In all zoning districts, except M2 and M3, in connection with any use, there shall be provided, at the time any building or structure is erected or enlarged or increased in capacity, or any other use is established, accessory off-street parking spaces for automobiles in accordance with the requirements set forth in Section 12, use groups. Parking space used in connection with an existing and continuing use or building on the effective date of this ordinance up to the number required by this ordinance, shall be continued and may not be counted as serving a new structure or addition. A parking space may not be substituted for a loading space and a loading space may not be substituted for a parking space.
- Size, Construction. Each off-street parking space shall be at least nine (9) feet wide and 20 feet long, exclusive of access drive or aisles, and shall be constructed of concrete.

(Ord. No. 1715, § IV, 3-20-1984; Ord. No. 1883, § IX, 12-16-1986)

- Access. Where the off-street parking space does not abut on a street, public or private alley or easement of access, there shall be provided an access drive constructed of concrete, of at least 10 feet in width in the case of a dwelling and at least 20 feet in width in all other cases, providing direct access to each parking space required. In the case of a parking area abutting on a street, the access drive shall not be greater than 20 feet in width and there shall be a minimum separation between access drives of 40 feet.

(Ord. No. 1883, § IX, 12-16-1986)

- Location. Such off-street parking space may occupy all or any part of any required yard except as provided in Section 16.06 or any court space, but may not occupy any required usable open space. For any new use, structure or building, required off-street parking, which because of the size or location of the parcel cannot be provided on the same zoning lot with the principal use, may be provided on other property not more than 200 feet distant from the building site. Such parking space shall be deemed to be required parking space associated with the permitted principal use and shall not thereafter be reduced or encroached upon in any manner.
- Development, maintenance, and use of parking areas. Every parcel of land hereafter used as a public or private parking area, including a commercial parking lot, shall be developed and maintained in accordance with the following requirements:
 - Screening and Landscaping. Off-street parking areas for more than five vehicles shall be effectively screened on each side which adjoins or is located within 20 feet of any residential district or abutting a street, by a masonry wall or solid fence and shall be

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provided with a minimum two-foot width planting strip between the sidewalk area and the parking area. Such wall or fence shall be not less than four (4) feet or more than six (6) feet in height, measured from the finished grade, and shall be maintained in good condition without any advertising thereon. The space between such wall or fence and the side lot line adjoining said premises, or the front lot line facing said premises, in any residential district may be used only for landscaping and shall be maintained in good condition.

- Barriers. Off-street parking areas shall be provided with wheel guards or bumper guards so located that no part of a parked vehicle will extend beyond the parking area.
- Nature of Use. Required off-street parking areas shall not be used for the sale, repair, dismantling, or servicing of any vehicles, equipment, materials, or supplies.
- Shelter Building. An off-street parking area may not have more than one attendant shelter building conforming to all setback requirements for structures in the district, and which shelter building in any residential district shall not contain more than 50 SF of gross floor area.
- Surfacing. Any required off-street parking space **required by Ordinance in a Residential, Commercial and M1 District** ~~any off-street parking area for five or more vehicles~~ shall be an approved concrete or asphalt surface, and shall be so graded and drained as to dispose of all surface water accumulated within the area, and shall be so arranged and marked as to provide for orderly and safe loading, unloading, parking, and storage of vehicles. The foregoing requirements with respect to surfacing shall not apply to a temporary parking area, but shall be applicable to drive-in facilities. Each required parking space shall be accessible from a public street without passing through another required space, except in the case of attended parking areas.
- Lighting. Any lighting used to illuminate any off-street parking area shall be so arranged as to direct the light away from the adjoining premises in any residential district.

16.10. Screening fences.

A permanent screening fence of wood or masonry not less than six (6) feet in height shall be erected and maintained, except as otherwise specified in Section 15.06, subparagraphs 15.06.2(1) and 15.06.2(2) of this ordinance before any use other than the uses permitted in residential districts is made of property in the commercial or industrial districts which abuts or is adjacent to residentially zoned property. Insofar as possible, such screening fences shall be erected along the entire length of the common property line between commercial and/or industrial property and residentially zoned property.

(Ord. No. 1198, § 7, 7-6-1976; Ord. No. 1715, § VI, 3-20-1984)

16.11. Reserved.

Editor's note— Section 12.12, pertaining to sign setback, was deleted pursuant to Section 12 of Ord. No. 1011, adopted August 21, 1973, which provided for the repeal of all provisions of Ord. No. 819 (App. A) relating to signs.

16.12. Nonconforming Uses and Nonconforming Structures.

16.12.1. Distinction Between Nonconforming Structures and Nonconforming Uses.

For purposes of this section, the following meanings shall apply:

1. Nonconforming Structure.

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Any lawful structure which does not conform to the lot area, lot area per dwelling unit, yard, height, usable, and open space, regulations of this ordinance for the district in which it is located, and/or which does not conform to the special site conditions set forth in Section 12 or other site limitations established for the use of the structure for the district in which it is located, either at the effective date of this ordinance or as a result of subsequent amendments to this ordinance.

2. Nonconforming Use.

Any lawful use of a building, land or structure which does not conform to applicable regulations of this ordinance, and those regulations which determine a nonconforming structure, either at the effective date of this ordinance or as the result of subsequent amendments to the ordinance. No principal use shall, however, be deemed nonconforming because of failure to provide required accessory off-street parking or loading spaces, nor because of the existence of accessory signs, business entrances, or show windows which are themselves nonconforming uses. A nonconforming structure in combination with a nonconforming use shall be treated as a nonconforming use.

16.12.2. Continuing Existing Nonconforming Uses and Structures.

Except as hereinafter specified, any nonconforming use or nonconforming structure may be continued, provided, however, that this subsection does not apply to any use, building, or structure established in violation of any Zoning Ordinance previously in effect in Deer Park unless said use, building, or structure now conforms with this ordinance.

16.12.3. Use or Structure Previously Nonconforming.

Any use or structure which was previously nonconforming and which becomes conforming by virtue of a change in the use or structure, or at the effective date of this ordinance, or by virtue of subsequent amendments thereto, shall not be controlled by the provisions set forth herein applying to nonconforming uses or structure.

16.12.4. Limitations on Nonconforming Uses.

No nonconforming use of a building, structure, or land shall be changed, extended, reconstructed, enlarged, moved, or structurally altered, unless:

- Such change is required by law or order; or
- The use thereof is changed to a use permitted in the district in which such building, land, or structure is located; or
- Authority has been granted by the board of adjustment to extend a nonconforming use throughout those parts of a building which were manifestly designed or arranged for such use prior to the date when such use became nonconforming, if no structural alterations, except those required by law, are made therein.
- Whenever a nonconforming use has been changed to a conforming use, such use shall not thereafter be changed to a nonconforming use.

16.12.5. Limitations on Nonconforming Structures.

No nonconforming structure shall be changed, extended, reconstructed, enlarged, structurally altered, or moved so as to extend the degree of nonconformity, unless:

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- The building line of a principal structure is continued alongside the side lot line, where such building line is nonconforming, and only if it is an extension of the same building line and does not further reduce the separation from the side lot line at any point, provided no other applicable regulations are violated by such extension; or
- The mean height of the roof line on an addition otherwise permitted does not exceed the average of the permitted height and the height of the nonconforming structure at the point of connection.

16.12.6. Cessation of Use of Building or Land.

A lawful nonconforming use of a building, structure, or land that has been discontinued for a period of three calendar months shall not thereafter be resumed.

16.12.7. Discontinuance of a Nonconforming Open Use of Land.

A nonconforming agricultural, commercial, or industrial open use of land shall be discontinued within one year from the effective date of this ordinance. Any such nonconforming use of land which becomes nonconforming by reason of any subsequent amendment to this ordinance shall also be discontinued one year from the date of such amendment.

16.12.8. Reserved.

Editor's note— Provisions pertaining to the discontinuance of nonconforming signs were deleted pursuant to Section 12 of Ord. No. 1011, adopted August 21, 1973, which provided for the repeal of all provisions of Ord. No. 819 (App. A) relating to signs.

16.12.9. Replacement of Damaged or Destroyed Nonconforming Uses or Structures.

Any nonconforming building or structure damaged more than 50 percent of the assessed valuation for tax purposes by the City of Deer Park, exclusive of foundations, by fire, flood, explosion, wind, earthquake, war, riot, or other calamity or Act of God, shall not be restored or reconstructed and still be used as a nonconforming use, or in such a manner that it will continue to be a nonconforming structure.

16.12.10. Repairs to Nonconforming Uses; Limitation.

Such repairs and maintenance work as are required to keep it in sound condition may be made to a building or structure devoted to a nonconforming use, provided that no structural alterations shall be made except such as are required by law or ordinance. Except as otherwise provided elsewhere in this ordinance, the total structural repairs and alterations that may be made to a building or structure devoted to a nonconforming use shall not, during its lifetime subsequent to the date of its becoming a nonconforming use, exceed 50 percent of reproduction new-minus-depreciation value, unless such building or structure is changed to a conforming use.

16.12.11. Amortization of Nonconforming Uses.

The lawful nonconforming use of any building or land existing at the time of the enactment of this ordinance may be continued for such definite periods of time and subject to such regulations as to maintenance of premises and conditions of operation as the board of adjustment may reasonably require for the protection of adjacent property and the ultimate removal of such nonconforming use, it being the declared purpose of

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this ordinance that nonconforming uses be eliminated and required to conform to the uses prescribed by this ordinance, having due regard for the property rights of the owners of the property on which any such nonconforming use exists and for the rights of the adjacent property owners, and in this connection the board of adjustment may, upon its own motion, or upon causes presented by any interested property owner and following due notice and hearing, where circumstances warrant, taking into consideration the general character of the neighborhood and the necessity for all property within a zoning district to conform to the regulations of this ordinance for such district, require the discontinuance of any nonconforming use in any residential zone under any plan, whereby the full value of the nonconforming structures used in connection with any such nonconforming use can be amortized within a definite period of time, or if there be no such nonconforming structures on the land, then within a definite period of time, not less than one (1) year after the date of such order. All such orders shall be binding on subsequent purchasers.

16.12.12. Preserving Rights in Pending Litigation and Violations Under Existing Ordinances.

By the passage of this ordinance, no presently illegal use shall be deemed to be legalized unless specifically such use is a conforming use under this ordinance. Otherwise, such use shall remain a nonconforming use or, an illegal use, as the case may be. It is further the intent and declared purpose of this ordinance that no offense committed, and no liability, penalty, or forfeiture, either civil or criminal, incurred prior to the time the present Zoning Ordinance was adopted shall be discharged or affected by such adoption; but prosecutions and suits for such offenses, liabilities, penalties or forfeiture may be instituted or causes presently pending proceeded within all respects as if this ordinance had not been adopted.

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Section 17. Administrative Procedures

17.01 Building Permit.

It shall be unlawful within the city limits to commence construction or excavation for construction of any building or structure, including accessory buildings, or to commence the erection, reconstruction, conversion, alteration, or moving of any building, including accessory buildings until the Building Official has issued a building permit for such work. Except upon written authorization of the board of adjustment as provided in Section 17.03, no such building permit shall be issued for any building where said construction, reconstruction, conversion, moving, alteration or use thereof would be in violation of any provision of this ordinance.

17.01.1. Application.

There shall be submitted with each application for a building permit two (2) copies of a layout or plot plan drawn to scale, showing the actual shape and dimensions of the zoning lot to be built upon, the exact size and location on the zoning lot of existing buildings or structures, if any, and the size and location of the building or structures to be constructed, altered or moved. There shall also be stated on the application the existing or intended use of each such building or part of building and such other information with regard to the zoning lot and neighboring properties as may be necessary to determine compliance with and to provide for the enforcement of this ordinance. One copy of the plans shall be returned to the applicant by the Building Official, after he shall have marked such copy either as approved or disapproved and attested to same by his signature on such copy. The second copy of the plans, similarly marked, shall be retained by the Building Official. The application for a building permit shall be made by the owner of the property concerned thereof.

17.01.2. Fees.

The application fee for a building permit shall be as prescribed in the building code for the City of Deer Park. No part of the building permit fee shall be refundable.

17.01.3. Expiration of Building Permit.

If the work described in a building permit has not begun within the prescribed time set forth in a building code for the City of Deer Park, said permit shall expire and be canceled by the Building Official, and written notice thereof shall be given to the persons affected.

17.01.4. Completion of Building Under Construction.

Nothing herein contained shall require any change in the plans, construction or designated use of building actually and lawfully under construction and a substantial part of which has been completed at the time of the passage of this ordinance and which [the] entire building shall be completed within one year from the date of the passage of this ordinance.

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17.02 Certificate of Occupancy and Compliance.

No building hereafter erected or structurally altered shall be occupied, used or changed in use, until a certificate of occupancy and compliance shall have been issued by the Building Official, stating that the building and proposed use of building or land comply with all the building and health laws and ordinances, with the ordinance related to plumbing installation, and with the provisions of this ordinance. Certificates of occupancy and compliance shall be issued by the Building Official within five days after the erection or structural alteration of such building shall have been completed in conformity with the provisions of this ordinance and the laws and ordinances above mentioned. A record of all certificates shall be kept on file in the office of the Building Official, and copies shall be furnished upon request to persons having a proprietary or tenancy interest in the building affected.

17.02.1. Fees.

No fee shall be charged for an original certificate, but for copies of any original certificate there shall be a charge of \$10.00.

(Ord. No. 1830, § 11, 11-19-1985)

17.03 Board of Adjustment.

17.03.1. Appointment; Compensation.

There is hereby created a board of adjustment consisting of five regular members, each appointed by the City Council and serving a term of two (2) years, or until his successor has been appointed.

A member of the board, once qualified, can thereafter be removed during his term of office by the City Council only upon written charges and after public hearing. In the event of death, resignation, or removal of any such member before the expiration of his term, a successor shall be appointed by the City Council for the unexpired term.

Each regular member of the board of adjustment of the City of Deer Park, Texas, shall receive as compensation for attendance upon the meetings of said board the sum of \$10.00 for each meeting attended, and each alternate member of said board shall receive the sum of \$10.00 as compensation for attendance upon each meeting when such alternate is designated to sit for an absent regular member, as provided in Article 1011g of Vernon's Annotated Texas Civil Statutes [V.T.C.A., *Local Government Code* § 211.008 et seq.]; and each such regular member or alternate member shall be reimbursed for actual out-of-pocket expenses incurred while acting as a member of said board of adjustment.

(Ord. No. 990, § 1, 5-15-1973)

17.03.2. Organization.

There shall be a board of adjustment consisting of five members, with two (2) alternate members, all as provided by Article 1011g of Vernon's Annotated Texas Civil Statutes [V.T.C.A., *Local Government Code* § 211.008 et seq.] as amended.

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17.03.3. Practice and Procedure.

The board shall have the power to adopt rules of practice and procedure not inconsistent with Article 1011g of Vernon's Annotated Texas Civil Statutes [V.T.C.A., *Local Government Code* § 211.008 *et seq.*] as amended, nor with the provisions of this ordinance, provided that such rules and regulations shall not become effective until approved by the City Council of the City of Deer Park, Texas. Practice and procedure before such board shall be as set forth in said Article 1011g and as in this ordinance, all as supplemented by said rules. In all matters submitted to the board for decision, it shall fix a reasonable time for public hearing thereon, give public notice thereof by publication once, not less than ten days before such hearing, in the official newspaper of the City of Deer Park, Texas, and give due notice to the parties in interest, as well as to all owners of property within this city lying within 200 feet of the property affected, by mailing by United States mail, postcards or letters to each of such parties at the address, if any, shown on the city's tax rolls not less than ten days before the date of such hearing. If no address of the owner of any portion of property within this city lying within 200 feet of the property in question is disclosed by the city's tax rolls, the public notice in the official newspaper shall be sufficient unless any such party shall furnish the city in writing prior to the time for giving such notice with his or her address for the purpose of receiving such notice.

17.03.4. Powers

1. The board may hear and decide appeals where it is alleged that there is an error in any order, requirement, decision or determination made by an administrative official in the enforcement of this ordinance.
2. The board may authorize, upon appeal in specific cases, such variance from the terms of the ordinance as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provisions of the ordinance will result in unnecessary hardship and so that the spirit of the ordinance shall be observed and substantial justice done.
3. The board may at its discretion in the instance hereinbefore set forth in this ordinance and those additional instances set forth in this paragraph Section 17.03.04(3), in appropriate cases, and subject to appropriate conditions and safeguards, make the special exceptions to the terms of this ordinance set forth in this ordinance, if in harmony with its general purpose and intent and in accordance with the general or special rules herein contained, where to do so will not be contrary to the public interest and will not result in substantial injury to surrounding property or the appropriate use thereof.

In addition to the special exceptions heretofore set forth in this ordinance, the board of adjustment may in the manner aforesaid grant special exceptions in the following cases:

- a. Permit a variation in the yard requirements where there are unusual and practical difficulties in the carrying out of these provisions due to an irregular shape of the lot, topographical or other similar condition.
- b. Permit the moving to another place on the same lot of a building occupied by a nonconforming use.
- c. Permit such modifications of the requirements of these regulations as the board may deem necessary to secure an appropriate conforming use development of a lot where adjacent

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to such lot on two (2) or more sides there are buildings or uses that do not conform to these regulations.

- d. Permit modifications of the front and/or side street yard requirements where a majority of the frontage of lots abutting upon the same side of a street in the same block is occupied by a building or buildings with front and/or side street yard of less depth than is required by this ordinance.
- e. Permit such modifications of the yard or open space or lot area or width regulations as may be deemed necessary to secure appropriate conforming use improvement of a parcel of land where such parcel was in separate ownership upon the effective date of the Zoning Ordinance on October 24, 1963, and is of such restricted area that it cannot be appropriately improved without modification.
- f. Permit the use of property across the street from or abutting property owned by a church, public school, city, county, state or federal government for the free parking of passenger cars. When so used the parking area shall be screened from adjoining streets and property, by a wall, fence or hedge maintained at a height of at least six feet at sides and rear of parking area and three feet at front of parking area, and shall be properly drained and paved in accordance with the City's specifications and where lighting is provided it shall be hooded and beamed downward so that it shall not constitute an annoyance to neighbors.

17.03.5. Appeals.

1. Appeals to the board of adjustment may be taken by any person aggrieved or by an officer, department, board or bureau of the City of Deer Park, Texas, affected by any decision of the administrative officer. Such appeal shall be taken within ten days after any such decision by filing with the officer from whom the appeal is taken and with the board of adjustment a written notice of appeal specifying the grounds thereof, and shall otherwise be governed by the provisions of Article 1011g of Vernon's Annotated Texas Civil Statutes [V.T.C.A., *Local Government Code* § 211.008 *et seq.*], as amended.
2. Other.
To exercise all other powers and duties as set forth in this ordinance.

17.03.6. Procedure.

1. General.
The Board shall act in accordance with the procedure specified by law and by this ordinance.
2. Appeals.
Appeals to the Board may be made by any person aggrieved or by any officer, department, or Board of the city affected by a decision of the Building Official or other administrative officer concerning this ordinance. All appeals and application made to the Board shall be made in writing, on forms prescribed by the Board, within 30 days after the decision has been rendered by the Building Official or other administrative officer.
3. Every appeal or application shall refer to the specific provision of the ordinance involved and shall exactly set forth (1) the interpretation that is claimed, (2) the use for which the permit is sought

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and/or (3) the details of the relief that is applied for and the grounds on which it is claimed that the relief should be granted, as the case may be. The appeal or application shall be filed with the officer from whom the appeal is taken and with the Board. The officer from whom appeal is taken shall forthwith transmit to the Board all the papers, constituting the record upon which the action appealed from was taken.

4. No order of the Board permitting the erection or alteration of a building shall be valid for a period longer than 90 days, unless a building permit for such erection or alteration is obtained within such period and such erection or alteration is started and proceeds to completion in accordance with the terms of such permit.
5. No order of the Board permitting the use of a building or premises shall be valid for a period longer than 90 days, unless such use is established within such period, provided, however, that where such permitted use is dependent upon the erection or alteration of a building, such order shall continue in force and effect if a building permit for said erection or alteration is obtained within such period and such erection or alteration is started and proceeds to completion in accordance with the terms of such permit.

17.03.7. Public Hearing and Notice.

The Board shall fix a reasonable time for the public hearing of an appeal, give public notice of the time and place thereof, as well as due notice to the parties in interest. Said public notice shall be published in a paper of general circulation in Deer Park at least once, not less than ten days preceding the date of such hearing, and shall give the particular location of the property on which the appeal is requested, as well as a brief statement of the nature of the appeal. Public hearings may be adjourned from time to time, and, if the time and place of the adjourned meeting be publicly announced when the adjournment is made, no further notice of such adjourned meeting need be published. At a public hearing any party may appear in person or by attorney.

17.03.8. Decisions and Records.

In exercising its powers, the Board may, in conformity with the provisions set forth in the statutes of the State of Texas governing said Board, revise or reform, wholly, or partly, or may modify the order, requirement, decision, or determination appealed from and make such order, requirement, decision, or determination as ought to be made and shall have all the powers of the officer from whom appeal is taken. The presence of four members shall be necessary to constitute a quorum, and the concurring vote of four of the members of the Board present shall be necessary to revise any order, requirement, decision, or determination of any such administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass under this ordinance or to effect any variance in said ordinance.

17.03.9. Fee.

A filing fee of \$500.00 to partially defray expenses of legal publication, administrative and processing costs, shall accompany each application.

(Ord. No. 1830, § 9, 11-19-1985; Ord. No. 2916, § 1(f), 9-16-2003)

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17.03.10. Effect of Appeal.

An appeal shall stay all proceedings of the action appealed from, unless the officer from whom the appeal is taken certifies to the Board, after notice of appeal shall have been filed with him, that, by reason of facts stated in the certificate a stay would, in his opinion, cause imminent peril of life or property. In such case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board or a court of record on application, and on notice to the officer from whom the appeal is taken and on due cause shown.

State Law reference— Board of adjustment, V.T.C.A., Local Government Code § 211.008 et seq.

17.04 Specific Use Permit (SUP).

17.04.1. General.

In addition to the required building permit, the certificate of occupancy and compliance called for in section 17.02, a specific use permit shall be required for certain uses listed in the use groups for which reference is made to a specific use permit being required by the City Council, before a building permit shall be issued.

17.04.2. Application.

Application for a specific use permit shall be made by the property owner and filed in writing with the City Council and shall be accompanied by a site plan.

17.04.3. Site Plan.

The site plan shall show existing improvements on the land and all proposed development of the property. The plan shall be submitted on first quality reproducible material and when possible shall not exceed 36 inches by 48 inches in size. The plot plan shall give the following information:

- Date, scale, north point, title, name of owner, and name of person preparing plan;
- Location of existing boundary lines and dimensions of the tract;
- Centerline of existing watercourses, drainage features, and location and size of existing and proposed streets and alleys;
- Location and size to the nearest one-half foot of all proposed buildings and land improvements;
- Clear designation of areas reserved for off-street parking and for off-street loading; the location and size of points of ingress and egress; and the ratio of parking space to floor space.

17.04.4. Public Hearing.

Such application shall be referred to the planning and zoning commission for hearing, report and recommendations. The planning and zoning commission, after giving written notice as herein required, shall hold a hearing on the application and adopt an order recommending approval of or refusing such application. The applicant or his representative shall appear at the hearing on his application. The planning and zoning commission shall report the results of its hearing and study of said application to the City Council.

17.04.5. Hearing Procedure.

The City Council shall consider the application and the accompanying site plan. The City Council may approve or deny an application for a specific use permit. In granting a permit, the City Council may impose such

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requirements and conditions, in addition to those expressly stipulated in this ordinance for the particular use, as it may deem necessary for the protection of adjacent properties and the public interest.

17.04.6. City Council Consideration.

In granting or denying an application for a specific use permit, the City Council shall consider the following factors, among others:

- Safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site.
- Safety from fire hazard, and measures for fire control.
- Protection of adjacent property from flood or water damage.
- Noise producing elements; and glare of vehicular and stationary lights and effects of such lights on established character of the neighborhood.
- Location, lighting and type of signs; and relation of signs to traffic control and adverse effect on adjacent properties.
- Street size and adequacy of pavement width for traffic reasonably expected to be generated by the proposed use around the site and in the immediate neighborhood.
- Adequacy of parking, as determined by requirements of this ordinance for off-street parking facilities in the use district in which the site is located; location of ingress and egress points for parking and off-street loading spaces; and protection of public health by surfacing on all parking areas to control dust.
- Such other measures as will secure and protect public health, safety, morals, and general welfare.
- The compliance with the overall zoning use plan of the city of the proposed use.

(Ord. No. 1198, § 6, 7-6-1976)

17.04.7. Fee.

The filing fee for the specific use permit application shall be \$1,000.00.

(Ord. No. 1830, § 10, 11-19-1985; Ord. No. 2916, § 1(e), 9-16-2003)

17.04.8. Reserved.

17.04.9. Expiration of Specific Permit.

1. Authority to issue building or occupancy permits pursuant to the granting of a specific use permit shall expire 18 months after the granting of the specific permit, except when the following conditions have been met:
2. Building permits have been issued, materials have been acquired, and the foundation of at least one building has been placed on the site; or
3. Where no construction is required, an occupancy permit has been issued and actual operation of the use has been started.

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4. After authority for issuance of a building or occupancy permit, pursuant to the granting of a specific use permit, has expired by default, no building or occupancy shall be issued except upon a new application.

17.04.10. Modification of Site Plan.

1. The site plan as finally approved may be adjusted or altered subsequently when such modification is required by provisions of city ordinances or state statutes which are more restrictive than the zoning regulations, or when the City Council deems a revision in the site plan will provide more appropriate development of the site, provided such proposed change is consistent with the express conditions contained in the permit granted by the City Council and the change will be consistent with the provisions of the Zoning Ordinance. A proposed change shall be presented in writing to the Building Official, and if written specifications are inadequate to describe the proposed revision, a supplementary site plan shall be attached to the application for revision. Such application and site plan shall be handled in the same way as the original application.
2. If the proposed revision is approved by the City Council, the Building Official shall make necessary adjustments in construction permits and shall authorize the holder of the permit to alter construction in accordance with such revision.

17.04.11. Limitation on Reapplication.

No application for a specific use permit which has been disapproved by the City Council shall be again considered either by the City Council or the planning and zoning commission on a petition by an applicant before the expiration of one year from the date of the final action by the City Council.

(Ord. No. 1830, § 6, 11-19-1985)

Section 18. Enforcement

18.01 Violation and Penalty.

Any person, firm or corporation who shall violate any of the provisions of this ordinance or who shall violate or fail to comply with any order or regulation made thereunder, or who shall build in violation of any detailed statement of specification or plans submitted and approved thereunder, or any certificate or permit issued thereunder, shall, for each and every violation and noncompliance respectively be deemed guilty of a misdemeanor and, upon conviction therefor, shall be fined in any sum not less than \$25.00 nor more than \$2,000.00 and each and every day that such violation or noncompliance shall exist shall be deemed a separate offense.

But in case, any person, firm, or corporation violates any of the provisions of this ordinance or the general law or fails to comply therewith, the City of Deer Park, in addition to imposing the penalties above provided, may institute any appropriate action or proceedings in court to prevent, restrain, correct or abate any illegal act, conduct, business, or use, in or about land; and the definition of any violation of the terms of this ordinance as a misdemeanor shall not preclude the City of Deer Park from invoking the civil remedies given it by law in such cases, but same shall be cumulative of and in addition to the penalties prescribed for such violation.

(Ord. No. 1679, § VIII, 11-1-1983)

18.02 Enforcement [official].

It shall be the duty of the Building Official to enforce this ordinance and to refuse to issue any permit for any building or structure or the use of any premises which would violate any of the provisions hereof. Appeal from the decision of the Building Official may be made to the Board of adjustment as provided herein.

Section 19. Amendments

19.01 General.

Reserved.

19.02 Application for Amendment.

Who May Initiate Action.

Amendments may be initiated by the City Council, Planning and Zoning Commission, or by an application of one or more property owners.

Accompanying Data.

An application for an amendment by the property owner shall be filed with the Planning and Zoning Commission upon such forms and accompanied by such data and information as may be prescribed for the purpose by the Planning and Zoning Commission. When applicable, an accurate legal description and map of the land and existing building shall be submitted with the application. It shall be the responsibility of the applicant to indicate any applicable deed restrictions applying to subject property.

(Ord. No. 1715, § VIII, 3-20-1984)

Application Fee.

Each application by a property owner or their (his) designated agents shall be accompanied at the time of filing by a \$1,000.00 fee.

(Ord. No. 1830, § 10, 11-19-1985; Ord. No. 2916, § I(g), 9-16-2003)

Wherever the entire application for alteration or change hereunder is withdrawn before publication of notice is ordered to be given of the hearing before the City Council, the unused portion of the application fee paid shall be refunded to the applicant.

19.03 Attendance at Hearings.

Each application for amendment by a property owner must contain the name of the owner's designated agent or attorney if the owner is to be represented by some other person. The owner, his designated agent or attorney shall attend all public hearings which are required by this section.

(Ord. No. 1830, § 7, 11-19-1985)

19.04 Hearing and Notice; Planning and Zoning Commission.

Upon filing of an application for rezoning or upon the initiating of procedure for an amendment, the Planning and Zoning Commission shall hold a public hearing thereon as provided for herein.

Notice of Public Hearing.

Notice of the time, place, and purpose of a public hearing before the Planning and Zoning Commission shall be given by United States mail and by publication in the official City Newspaper, at least ten days prior to the date of said hearing, and if the amendment proposed changes the classification of any

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property, notice shall also be sent to applicant and to the owners of property any part of which lies within a radius of 200 feet of the property proposed for rezoning or reclassified. For this purpose, the tax records of the City of Deer Park shall be used. Where all property within the 200-foot distance is under the same ownership as the property proposed to be rezoned or reclassified, the owners of all property adjoining said property in the same ownership shall also be notified.

(Ord. No. 1715, § IX, 3-20-1984)

19.05 Action by Planning and Zoning Commission.

At the conclusion of any public hearing, the Planning and Zoning Commission shall submit a report and recommendation on such proposed amendment to the City Council.

19.06 Action by the City Council.

Action on Planning and Zoning Commission Recommendation.

After receipt of a copy of any report and recommendation on any application or amendment, the City Council and the Planning and Zoning Commission shall hold a joint public hearing thereon. Notice of said public hearing shall be given by: (1) one publication in a newspaper of general circulation in the City of Deer Park, not less than 15 days prior to the time fixed for such hearing; and (2) at least 15 days before said hearing; and if the amendment proposed changes the classification of any property, notices are also to be sent by United States mail to applicant and to the owners of property any part of which lies within a radius of 200 feet of the property proposed for rezoning or reclassification. For this purpose, the tax records of the City of Deer Park shall be used. Where all property within the 200 foot distance is under the same ownership as the property to be rezoned or reclassified, the owners of all property adjoining said property in the same ownership shall also be notified. At the conclusion of the joint public hearing, the Planning and Zoning Commission may submit another report and recommendation on such proposed amendment to the City Council.

(Ord. No. 1715, § IX, 3-20-1984; Ord. No. 1830, § 8, 11-19-1985)

Protest.

If a protest is made against proposed change in this ordinance signed by the owners of 20 percent or more of either the area included in such proposed change, or those immediately adjacent in the rear thereof extending 200 feet therefrom, or of those directly opposite thereof extending 200 feet from the street frontage of such opposite lots, such amendment shall not become effective except by the favorable vote of three-fourths of all of the members of the City Council.

After Action by the City Council.

If the City Council votes to adopt an amendment to this ordinance, said amendment shall be filed in the office of the City Secretary.

19.07 Reapplication.

No amendment, or repeal of any section of this ordinance which has been disapproved by the City Council, shall be again considered either by the City Council or the Planning and Zoning Commission on a petition by an applicant before the expiration of one (1) year from the date of the final action by the City Council.

SECTION 20 – ZONING DEFINITIONS

Section 20. Zoning Definitions

20.01 Terms and Words Defined.

For the purpose of this Zoning Ordinance, certain terms and words are to be used and interpreted as defined hereinafter. Words used in the present tense shall include the future tense; words in the singular number include the plural and words in the plural number include the singular, except where the natural construction of the writing indicates otherwise. The word shall is mandatory and not discretionary. The following are the Zoning Ordinance definitions.

1. Abandonment
To cease or discontinue a use or activity, but excluding temporary or short-term interruptions to a use or activity during periods of remodeling, maintaining, or otherwise improving or rearranging a facility, or during normal periods of vacation or seasonal closure.
2. Abutting
Adjacent, adjoining and contiguous to. It may also mean having a lot line in common with a ROW or easement, or with a physical improvement such as a street, waterline, park, or open space.
3. Access
A means of approaching or entering a property, or the ability to traverse a property (such as in the use of the phrase “pedestrian access easement”).
4. Accessory Building
 - a. In a residential district, a subordinate building used for a purpose customarily incidental to the main structure, but not involving the conduct of a business.
 - b. In a nonresidential district, a subordinate building incidental to the main structure.
 - c. Any structure, either attached or detached from the main dwelling, the use of which is incidental to that of the main structure and located on the same lot.
 - d. Accessory structures include, but are not limited to patio covers, arbors, gazebos, cabanas, outdoor kitchens and/or recreational fire enclosures, trellis, and structures/sheds or the like.
A permit is required for all accessory structures.
5. Accessory Use
A use that is clearly and customarily incidental and secondary to the permitted and Principal Use of land or building(s), and that is located upon the same lot, and that does not change the character thereof. The land/building area that is used for the accessory use is significantly less than that used for the primary use.
6. Acts of Nature
An extraordinary interruption by a natural cause (*such as a flood, tornado, hurricane, or earthquake*) of the usual course of events that experience, prescience, or care cannot reasonably foresee or prevent.
7. Adjoining
When used with respect to lots, properties, premises, districts, or other terms denoting land areas, having any portion of its perimeter in common with another lot, property, premises or district.
8. Adult Day-Care Services
A facility that provides services under an Adult Day Care Program on a daily or regular basis, but not overnight, to four or more elderly or handicapped persons who are not related by blood,

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marriage, or adoption to the owner of the facility. Adult Day Services Center (also referred to as Adult Day Care Centers) must be licensed by the Texas Department of Human Services.

9. Agent
Any person authorized by the licensee of a recreational park to operate or maintain such park under the provisions of this chapter.
10. Agricultural Use
Land where the production, keeping, or maintenance for sale, lease, or personal use of plants and animals useful to man, including, forages and sod crops; grains and seed crops, dairy animals, poultry and livestock, including but not limited to ostriches, emus, buffalos, beef cattle, sheep, goats, mules, horses, and ponies.
11. Air-Conditioning and Warm Air Heating Equipment and Commercial and Industrial Refrigeration Equipment Manufacturing
This industry comprises establishments primarily engaged in (1) manufacturing air-conditioning (except motor vehicle) and warm air furnace equipment and/or (2) manufacturing commercial and industrial refrigeration and freezer equipment. Uses include air-conditioning and warm air heating combination units manufacturing, humidifying equipment (except portable) manufacturing, air-conditioning compressors (except motor vehicle) manufacturing, refrigerated counter and display cases manufacturing, air-conditioning condensers and condensing units manufacturing, refrigerated drinking fountains manufacturing, dehumidifiers (except portable electric) manufacturing, snow making machinery manufacturing, heat pumps and manufacturing, soda fountain cooling and dispensing equipment manufacturing.
12. Aircraft Engine and Engine Parts Manufacturing
This industry comprises establishments primarily engaged in one or more of the following:
 - a. Manufacturing aircraft engines and engine parts;
 - b. Developing and making prototypes of aircraft engines and engine parts;
 - c. Aircraft propulsion system conversion (i.e., major modifications to systems); and
 - d. Aircraft propulsion systems overhaul and rebuilding (i.e., periodic restoration of aircraft propulsion system to original design specifications).
13. Aircraft Parts and Auxiliary Equipment Manufacturing
This industry comprises establishments primarily engaged in (1) manufacturing aircraft parts or auxiliary equipment (except engines and aircraft fluid power subassemblies) and/or (2) developing and making prototypes of aircraft parts and auxiliary equipment. Auxiliary equipment includes such items as crop dusting apparatus, armament racks, in-flight refueling equipment, and external fuel tanks.
14. Alcoholic Beverage Establishment
Any establishment that derives 51 percent or more of its gross revenue on a quarterly basis from the sale or service of alcoholic beverages, as defined in the Texas Alcoholic Beverage Code, as amended, for on-premise consumption.
15. Alcoholic Beverages Sales for On-Premises Consumption
Any sales of alcoholic beverages for premises consumption.
16. Alcoholic Beverages Sales for Off-Premises Consumption
Any sales of alcoholic beverages for off-premises consumption.
17. All-Weather Surfaced Driveway
A paved or cast-in-place, asphalt, or concrete driveway.
18. Alley

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A public ROW, not intended to provide the primary means of access to abutting lots, which is used primarily for vehicular service access to the back or sides of properties otherwise abutting on a street.

19. All-weather base/surface

A dust-free surface constructed of concrete or asphalt.

20. Amenity Center

A recreational facility, including, but not limited to, clubhouse, swimming pool, play area, operated for the exclusive use of private residents or neighborhood groups and their guests, and not the general public.

21. Ambulance Service

A privately-owned facility for the dispatch, storage, and maintenance of emergency medical care vehicles.

22. Amortization

Discontinuance of a nonconforming use of land or structure under any plan whereby the full value of the structure and facilities can be scheduled within a definite period of time to conform to the regulations of this Zoning Ordinance.

23. Amusement, Commercial (indoors)

An amusement enterprise wholly enclosed in a building that is treated acoustically so that noise generated by the enterprise is not perceptible at the bounding property line and including, but not limited to, a climbing wall center or billiard parlor.

24. Amusement, Commercial (outdoors)

An amusement enterprise offering entertainment or games of skill to the general public for a fee or charge wherein any portion of the activity takes place in the open including, but not limited to, a golf driving range, archery range and miniature golf course.

25. Antique Shop

An establishment offering for sale, within a building, articles such as glass, china, furniture or similar furnishing and decorations that have value and significance as a result of age, design and sentiment.

26. Art Gallery or Museum

An institution for the collection, display, distribution of objects of art, and that is sponsored by a public or quasi-public agency, and is open to the general public.

27. Art Supply Store

An establishment within a building offering for sale articles such as painting supplies, picture framing, brushes, artist easels, canvas, or similar supplies for various art forms.

28. Apartment

A suite of rooms or a room arranged and intended as a place of residence of a single person, a single family or a group of individuals living together as a single housekeeping unit, and equipped for the preparation of food.

29. Apartment, efficiency

An apartment consisting of not more than one habitable room, together with kitchen or kitchenette and sanitary facilities.

30. Apartment hotel

Any building containing both apartments and rooming units in some combination, having a desk or lobby attended 24 hours a day, and providing some services customary and appropriate to a hotel, such as maid and room service, but not having any public meeting room.

31. Appliance Rental

Generally a store where household appliances are rented or leased on a monthly payment plan.

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32. Applicant
The person or entity responsible for the submission of an Application. The Application must be the actual owner of the property for which an Application is submitted, or shall be a duly authorized representative of the property owner. Also see Developer.
33. Application
The package of materials, including but not limited to an Application Form, Plat, completed checklist, tax certificate, Construction Plans, special drawings or studies, and other informational materials, that is required by the City to initiate review and approval of a development project.
34. Application Form
The written form (as provided by and as may be amended by the Director of Public Works or other designee) that is filled out and executed by the Applicant and submitted to the City along with other required materials as a part of an Application.
35. Approval
a. Approval constitutes a determination by the official, Board, commission or City Council responsible for such determination that the Application is in compliance with the minimum provisions of this Zoning Ordinance.
b. Such approval does not constitute approval of the engineering or surveying contained in the plans, as the design engineer or surveyor that sealed the plans is responsible for the adequacy of such plans.
36. Armed Services Recruiting Center
An office space occupied by a U.S. Army, Navy, Air Force, Marine, Coast Guard, and/or Merchant Marine recruiting center where phone calls are made, letters are written and mailed, and possible recruits are interviewed and enlisted in one of the service branches.
37. Arterial Street
a. A street (also referred to as a thoroughfare) designated within the Comprehensive Plan.
b. A principal traffic way more or less continuous across the City or areas adjacent thereto, intended primarily to provide for the movement of through traffic, and that shall act as a principal connecting street with highways as indicated in the Comprehensive Plan.
38. Articulation
The visual variation to both the height and depth dimensions of a building through the use of materials, colors, fenestration and details.
39. Artificial barrier
Any fence, hedge, shrub fence or hedge, a minimum of six feet in height and obstruction view to the extent of 100 %.
40. Artisan's Workshop
An establishment used for the preparation, display, and sale of individually crafted artwork, jewelry, furniture, sculpture, pottery, leather-craft, hand-woven articles, and related items.
41. Assisted Living/Nursing Home
A facility operated by a business or non-profit organization where ill or elderly people are provided with lodging and meals, with or without nursing care.
42. Automobile Body Shop
A facility that provides collision repair services, including body frame straightening, replacement of damaged parts, and painting.
43. Automobile or Other Motorized Vehicle Sales and Services
A business providing sales display and service of new and used motorized vehicles, including motorcycles, RVs, and boats – not including semi-truck or heavy truck sales.
44. Automobile Parts Store

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Stores selling new automobile parts, tires, and accessories.

45. Automobile Rental

Storing or renting of automobiles and light trucks.

46. Automobile Service Garage (Major)

A facility for the general repair, rebuilding, or reconditioning of engines, motor vehicles, or trailers, or providing collision services including body, frame, or fender repair, and overall painting, where all work is conducted inside the building.

47. Automobile Service Garage (Minor)

A facility for routine automobile services or minor repairs, such as tire services, quick-lubes, batteries, with all work being conducted inside the building and within the same day.

48. Automobile service station

An establishment where gasoline, stored only in underground tanks, is dispensed directly to users of motor vehicles. The following activities are permitted as accessory uses to an automobile service station: the dispensing of oil, grease, antifreeze, tires, batteries, and automobile accessories directly to users of motor vehicles; tuning motors, making minor wheel and brake adjustments, waxing, polishing, and other minor servicing and repair; and washing of automobiles, provided that no chain conveyor, blower, steam cleaner or other mechanical device is employed. All other activities shall be prohibited, including, but not limited to: upholstering work, auto glass work, painting, welding, tire recapping, auto dismantling, auto sales, diesel fuel sales, and trucker's dormitories.

49. Bail Bond Services

A bail bond service or bondsman is any person or corporation that will act as a surety and pledge money or property as bail for the appearance of a criminal defendant in court.

50. Bakery (Retail)

An establishment primarily engaged in the retail sale of baked products for consumption off-site. The products may be prepared either on or off-site.

51. Ballroom Dancing

An establishment open to the general public for dancing.

52. Bank or Financial Institution

A freestanding building, with or without a drive-up window, for the custody, loan, or exchange of money; for the extension of credit; and for facilitating the transmission of funds.

53. Barber or Beauty Shop

A fixed establishment or place where one or more persons engage in the practice of barbering or cosmetology.

54. Base Flood

The regulatory requirement for the elevation or floodproofing of structures.

55. Basement

A story (or portion of a story) partly below curb level, with at least one-half of its height (measured from floor to ceiling) above curb level. On through lots, the curb level nearest to a story (or portion of a story) shall be used to determine whether such story (or portion of a story) is a basement.

56. Bed and Breakfast Inn

An owner or operator occupied residence with bedrooms providing overnight or otherwise temporary lodging for the general public for 96 hours or fewer. Typically, breakfast is the only meal served to guests.

57. Bike (Bicycle) Sales and Service

A facility where bicycles are assembled and sold, or repaired and serviced.

58. Block Face

~~The portion of a Block that abuts a street.~~

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59. ~~Block Length~~
~~The length of the Block Face between two intersections.~~
60. Board; Board of Adjustment
The Board established pursuant to state law to hear appeals, variances, special exceptions and other matters under this chapter.
61. Boarding or Rooming House
A building other than a motel or hotel where, for compensation and by prearrangement for definite periods, meals or lodging are provided for three or more persons, but not to exceed eight persons.
62. Book Store
A retail establishment that, as its primary business, engages in the sale, rental, or other charge-for-use of books, magazines, newspapers, greeting cards, postcards, videotapes, computer software, or any other printed or electronically conveyed information or media.
63. Bookbinding
An establishment that practices the art or trade of binding books, but not to include the retail sale of books.
64. Bottling Works
An establishment that engages in the business of placing liquids (soft drinks, milk, juices, etc.) in bottles made of glass or plastic.
65. Bowling Alley
An establishment that devotes more than 50 % of its gross Floor Area to bowling lanes, equipment, and playing area. A bowling alley is wholly enclosed in a building that is treated acoustically so that noise generated by the enterprise is not perceptible at the bounding property line.
66. Brewery
An industrial use that brews ales, beers, meads, and/or similar beverages on site. Breweries are classified as a use that manufactures more than 15,000 barrels of beverage annually (all beverages combined)
67. Buffer zone
An area 150 feet in width adjacent to the ROW of all improved or open streets or residentially zoned areas which abut any shipping container storage yard. A buffer zone may be landscaped or used for buildings or parking area, but no shipping containers are to be stored thereon.
68. Buildable width or buildable depth
The width or depth respectively of that part of the lot not included within the yards or other open spaces herein required.
69. Building
Any structure built for support, shelter or enclosure of persons, animals, personal property, records or other movable property and when separated in a manner sufficient to prevent fire, each portion of such building shall be deemed a separate building.
70. Building Height
The vertical distance from natural ground to the average height of the highest roof surface.
71. Building Line
The rear line of a required front yard and the interior line of a required exterior side yard.
72. Building, Mixed-use
A building used partly for residential use and partly for commercial use and/or community facility use.
73. Bulk Plane
An imaginary enclosure restricting the height of a building or buildings on a lot.
74. Bulk warehouses

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(Full dock high/multi-tenant.) When considered as one facility, the minimum size of warehouse shall total 20,000 SF and stored material shall be reshipped the same way that it arrived.

75. Building Official

The Building Official of the City of Deer Park or his/her designee.

76. Building Permit

A permit issued by the City before a building or structure is started, improved, enlarged or altered as proof that such action is in compliance with the city code.

77. Building Setback Line

The line within a property defining the minimum horizontal distance between a building or other structure and the adjacent street ROW/property line.

78. Cabinet Shop

A wood shop that does layouts, cutting, fitting and assembly of residential and commercial cabinets.

79. Camping trailer

A recreational vehicle that is mounted on wheels and constructed with collapsible partial side walls that fold for towing by another vehicle and unfold for use. Such trailer is built on a single chassis mounted on wheels. Camping trailers are not allowed.

80. Carport

A private garage which has no doors for the vehicular entrance and is walled on no side other than a side shared in common with the principal building. A carport may be either a part of a principal building or it may be a separate building.

81. Car Wash, Full Service

A facility where a customer can have a motorcycle, automobile and light load vehicle washed in exchange for financial consideration.

82. Car Wash, Self Service

A facility, typically coin operated, used by the customer to wash motorcycles, automobiles and light load vehicles.

83. Carnival, Circus or Tent Service (Temporary)

Outdoor or indoor commercial amusement provided on a temporary basis.

84. Carpentry Shop

A shop involving woodworking and the assembly of wood products.

85. Caterer or Wedding Service

A service providing meals or refreshments for public or private entertainment for a fee.

86. Cement or Hydrated Lime Plant

A plant that manufactures cement and/or hydrated lime for use in the construction industry, for the making of concrete mortar or plaster.

87. Cemetery or Mausoleum

Property used for the interring of the dead.

88. Centerline of street or alley

A line midway between the boundary ROW lines of a street or alley. Where the boundary ROW lines are irregular, the centerline shall be determined by the City Engineer.

89. Ceramic and Pottery Manufacturer

Manufacturing site for ceramic and pottery goods, including dust, odor, and fume control.

90. Certificate of Occupancy and Compliance

An official certificate issued by the City through the Building Official (in conjunction with a Building Permit) that indicates conformance with the City's rules and regulations and that authorizes legal use of the premises.

91. Child-Care: Foster Family Home (Independent)

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- A single independent home that is the primary residence of the foster parents and licensed to provide care for six or fewer children up to the age of 18 years.
92. Child-Care: Foster Group Home (Independent)
A single independent home that is the primary residence of the foster parents and licensed to provide care for seven to 12 children up to the age of 18 years.
93. Child-Care: Licensed Child-Care Center
An operation providing care for seven or more children younger than 14 years old for less than 24 hours per day at a location other than the permit holder's home.
94. Child-Care: Licensed Child-Care Home
A home where the primary caregiver provides care in the caregiver's own residence for children from birth through 13 years. The total number of children in care varies with the ages of the children, but the total number of children in care at any given time, including the children related to the caregiver, must not exceed 12.
95. Child-Care Listed Family Home
A home where the caregiver is at least 18 years old, and who provides care in her own home for compensation, for three or fewer children unrelated to the caregiver, ages birth through 13 years. Regular care is provided, which is care provide for at least four hours a day, three or more days a week, and more than nine consecutive weeks. The total number of children in care, including children related to the caregiver, may not exceed 12.
96. Child Care: Registered Child-Care Home
A home where a caregiver who provides regular care in her own home for not more than six children from birth through 13 years. Child day care can be provided for six additional school-aged children before and after the customary school day. The total number of children in care at any given time, including the children related to the caregiver, must not exceed
97. Church
A building, together with its accessory buildings and uses, where persons regularly assemble for religious worship, and which building, together with its accessory buildings and uses, is maintained and controlled by a religious body organized to sustain public worship.
98. Cigar Lounge
A business that sell a variety of cigars. It may also sell other tobacco products such as pipe tobacco or cigarettes, but this would generally be a minor part of their sales. They may also sell other tobacco accessories such as lighters, cigar boxes and containers, as well as cigar cutters and punches. In addition, this business may contain a lounge where persons can go to smoke cigars.
99. City
The City of Deer Park, Texas, together with all its governing and operating bodies.
100. City Attorney
The person(s) so designated by the City Council to provide oversight for and have legal responsibility for the City. This term shall also include any designee of the City Attorney.
101. City Council
The duly elected governing body of the City of Deer Park, Texas.
102. City Manager
The officially appointed and authorized City Manager of the City of Deer Park, Texas, and may include the City Manager's duly authorized representative or designee, per the City Manager's discretion.
103. City Secretary
The person(s) so designated by the **City** to provide clerical and official services for the City Council. This term shall also include any designee of the **City Secretary**.

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104. City's Engineering Services Director
The person(s) so designated by the **City** to provide oversight for and have responsibility of the City's Engineering Department. This term shall also include any designee of the City's Engineering Services Director.
105. Civic/Convention Center
A building or complex of buildings used for cultural, recreational, athletic, convention, or entertainment purposes.
106. Clinic
An establishment or offices in which a group of physicians, dentists, or other practitioners of the healing arts, and allied professional assistants are associated for the purpose of diagnosing and treating ill or injured persons. A clinic may include a medical or dental laboratory, but may not include facilities for providing room or board for patients, nor may a clinic include offices or facilities for veterinarians.
107. Club, private
Any building, room, or premises occupied collectively by an association of persons for the promotion of some nonprofit common objective, which association operates under bylaws, is limited in membership, meets periodically, is controlled by a person or persons elected by the membership, does not have as a principal function one which is customarily carried on as a business, and whose facilities are available only to members and their guests and are not leased except to members for the use of said member and his guests.
108. Club, semiprivate
Any building or portion thereof providing private dining, meeting, or similar social facilities which are restricted by membership or occupancy, which are not ordinarily open to the public at large, and which are operated partly or entirely for commercial purposes.
109. Clothing or Similar Light Manufacturing
A business that buys bolts of cloth or fabric, cuts from patterns and sews into finished shirts, pants, dresses, and other pieces of clothing.
110. Collector Street
A street that is continuous through several residential districts and is intended as a connecting street between residential districts and Arterial Streets, highways or business districts, and that may serve both through-traffic and local access functions.
111. College or University
An academic institution of higher learning, accredited or recognized by the State, and offering a program of series of programs of academic study.
112. Computer and Peripheral Equipment Manufacturing
Means establishments primarily engaged in manufacturing and/or assembling electronic computers, such as mainframes, personal computers, workstations, laptops, and computer servers; and computer peripheral equipment, such as storage devices, printers, monitors, input/output devices and terminals.
113. Commission
The **Planning and Zoning Commission** of the City of Deer Park.
114. Common Access Route
A private way which affords the principal means of access to individual recreational vehicle spaces or auxiliary buildings in a recreational vehicle park.
115. Community Center

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A building dedicated to social or recreational activities, serving the City or neighborhood and owned and operated by the City, or by a non-profit organization to promoting the health, safety, and general welfare of the City.

116. Community Group Home

A community-based residential home with not more than six (6) persons with disabilities and two (2) supervisors residing in the home, and that otherwise meets the requirements of the Community Homes for Disabled Persons Location Act (*Chapter 123 of the Human Resources Code*).

117. Community Parks

Larger parks that may provide athletic fields, swimming pools, recreation centers, tennis courts, open areas, etc.

118. Concrete Block and Brick Manufacturing

Establishments primarily engaged in manufacturing concrete block and brick.

119. Concrete or Asphalt Batching Plant, Permanent

Permanent manufacturing facility for the production of concrete or asphalt.

120. Concrete or Asphalt Batching Plant, Temporary

A temporary manufacturing facility for the on-site production of concrete pipe and other concrete products, excluding concrete block and brick.

121. Concrete Pipe Manufacturing

This industry comprises establishments primarily engaged in manufacturing concrete pipe and other concrete products excluding concrete block and brick.

122. Consignment Store

A store that receives merchandise on consignment from individuals and places for resale.

123. Construction Machinery Manufacturing

This industry comprises establishments primarily engaged in manufacturing construction machinery, surface mining machinery, and logging equipment such as backhoes and manufacturing, pile-driving equipment manufacturing, bulldozers manufacturing, portable crushing, pulverizing, and screening machinery manufacturing, construction and surface mining-type rock drill bits manufacturing, powered post hole diggers manufacturing, construction-type tractors and attachments manufacturing, road graders manufacturing, off-highway trucks manufacturing, surface mining machinery manufacturing.

124. Construction Plans

A set of drawings and/or specifications, including paving, water, wastewater, drainage, or other required plans, submitted to the City for review in conjunction with a subdivision or a development.

125. Contractor's Shop and/or Storage Yard

A building, part of a building, or land area for the construction or storage (inside or out) of materials, tools, products, and vehicle fleets.

126. Copy Shop or Printing Shop

An establishment that reproduces, in printed form, individual orders from a business, profession, service, industry or government organization and occupies less than 4,000 SF.

127. Country Club

An area containing a golf course and club house that may include as adjunct facilities a dining room, private club, swimming pool, cabanas, tennis courts and similar service and recreational facilities for the members.

128. County

Harris County.

129. Courtyard

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An open unoccupied space other than a yard, on the same lot with a building that is bounded on three (3) or more sides by the building.

130. Credit Access Business

A Credit Access Business has the meaning given that term in Section 3.93.601 of the Texas Finance Code.

131. Crosswalk Way

A public ROW, four (4) feet or more in width between property lines that provides pedestrian circulation.

132. Cul-de-sac

A short, residential street having but one vehicular access point to another street, and terminating by a vehicular turnaround.

133. Dance Hall or Night Club

An establishment offering to the general public facilities for dancing and entertainment for a fee.

134. Dance, Music, or Drama Studio

Studio for performing arts education or similar activities.

135. Date of Adoption

The date of adoption of this Zoning Ordinance shall be the date this ordinance becomes effective date.

136. Day nursery

A private agency or an institution which provides supplemental parental care on a regular basis for a group of children and which complies with the conditions set forth in Section 8.04.

137. Design Transfer Manufacturing and Wholesale Shops

An establishment whose business involves the placing and/or transferring of photographs, logos, or other designs onto articles of clothing, backpacks or other articles. This use applies to the manufacture of articles for wholesale purposes, only, and may include embroidery of names, logos or other text. This use generally includes catalog sales. Retail sales with display areas are permitted as a secondary use. This use typically involves the preparation of custom artwork, and is for the mass production of articles. Although silk screening is typically employed for this use, heat transfer, Direct-To-Garment (DTG) and / or similar equipment are also acceptable.

138. Developer

- a. A person or entity, limited to the property owner or duly authorized representative thereof, who proposes to undertake or undertakes the division, developments, or improvement of land and other activities covered by this Zoning Ordinance.
- b. The word Developer is intended to include the terms Subdivider, property owner, and, when submitting platting documents, Applicant.

139. Development

Any manmade change is improved or unimproved real estate, including but not limited to buildings and/or other structures, paving drainage, utilities, storage, and agricultural activities.

140. Development Application

An Application, developed and updated by the Director of Public Works or other designee, for any type of plan, permit, plat or Construction Plans/drawings authorized or addressed by this Subdivision Ordinance. Also may be referred to as a permit within the Texas Local Government Code, Chapter 245.

141. Discount or Department Store

Retail store generally advertising reduced prices and dealing in a large variety of products including, but not limited to clothing. May include appliances, electronics, and limited packaged food products.

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142. Distance between structures
The shortest horizontal distance measured between the vertical walls of two structures, as herein defined.
143. Distribution Center
Building or facility used for the storage and distribution of wholesale items/products.
144. Donation or Recycling Collection Point
An incidental use that serves as a neighborhood drop-off point for and temporary storage of donations and/or recoverable resources. No processing of such items occurs on-site and the site functions solely as an area of collecting materials. This facility is generally located in a shopping center parking lot or in a public/quasi-public areas such as in churches and schools.
145. Donut Shop
A shop that sells baked goods, such as pastry items, and donuts, generally sells beverages, and frequently provides a small amount of seating for patrons.
146. Drapery or Furniture Upholstering Shop
An establishment for the production, display and sale of draperies and soft coverings for furniture.
147. Driveway
A minor entrance-way off the common access route within the recreational vehicle park or from a public street into an off-street parking area one or more recreational vehicle spaces.
148. Dwelling
Any building or portion thereof occupied or capable of being occupied as the residence of one or more persons, either permanently or transiently, but does not include a tent or vacation trailer.
149. Dwelling, two-family
A dwelling containing only two separate dwelling units, each of which has an independent entrance.
150. Dwelling, Multi-Family
Any building, or portion thereof, that is designed, built, rented, leased or let to be occupied as three or more dwelling units or apartments, or that is occupied as a home or place of residence by three or more families living in independent and separate housekeeping units.
151. Dwelling, Single-Family (attached – duplex)
A building designed for occupancy for two (2) families living independently of each other. A two family attached unit (also known as a duplex) has a lot line dividing the building and separating the building's two (2) dwellings units onto two (2) separate lots.
152. Dwelling, Single-Family (attached – townhouse)
A dwelling that is joined to another dwelling at one or more sides by a party wall or abutting separate wall, and that is designed for occupancy by one family and is located on a separate lot delineated by front, side and rear lot lines.
153. Dwelling, Single-Family (detached)
A dwelling designed and constructed for occupancy by one family and located on a lot or separate building tract and having no physical connection to a building located on any other lot or tract and occupied by one family.
154. Dwelling Unit
A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.
155. Easement, Common Access
An easement created for the purpose of providing vehicular or pedestrian access to a property.
156. Educational Services Office
A business involved in providing educational training or tutoring in an office environment.

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157. Electrical Energy Generating Plant
A facility or structure where electrical (high voltage) energy is generated.
158. Electrical Equipment Manufacturing
This industry comprises establishments primarily engaged in manufacturing power, distribution, and specialty transformers; electric motors, generators, and motor generator sets; switchgear and switchboard apparatus; relays; and industrial controls.
159. Electrical Power Substations
A part of the electrical distribution system with the primary function to transform electrical voltage, includes transformer stations and switching stations.
160. Engine, Turbine, and Power Transmission Equipment Manufacturing
This industry comprises establishments primarily engaged in manufacturing turbines, power transmission equipment, and internal combustion engines (except automotive gasoline and aircraft).
161. Engineer
A person duly authorized under the provisions of the Texas Engineering Practice Act, as heretofore or hereafter amended, to practice the profession of engineering and who is specifically qualified to design and prepare construction plans and specifications for public works improvements.
162. Equestrian Center
An improved area, lighted and generally fenced, of at least thirty feet (30') in width or length within which equestrian activities involving horse riding or driving occurs. Also includes boarding stables.
163. Equipment Rental (Heavy)
An establishment that rents large equipment and machinery such as compressors, backhoes, front-end loaders, rolled compactors, generators, tree coppers, trailers, bulldozers, trenching machines, sky lifts, tractors, and dump trucks. This equipment can be self-propelled or because of its size must be hauled or towed. The equipment is generally stored outside. This use may involve the starting and running of machinery.
164. Equipment Repair Shop
Business providing basic repair services for mechanical equipment.
165. Exterminating Company
A business providing services for the extermination of rodents and insects.
166. Family
A person living alone, or any of the following groups living together as a single nonprofit housekeeping unit and sharing common living, sleeping, cooking, and eating facilities:
a. Any number of people related by blood, marriage, adoption, guardianship, or other duly authorized custodial relationship;
b. Four unrelated people; and
c. Two unrelated people and any children (including adopted children) related to either of them.
167. Farmer's Market
An occasional or periodic market held in an open area or in a structure where groups of individual sellers offer for sale to the public such items as fresh produce, seasonal fruits, fresh flowers, arts and crafts items, and food and beverages (but not to include second-hand goods) dispensed from booths located on-site.
168. Fee Schedule
A separate document listing fees for various city applications, prepared by the City Manager or designee and approved by City Council and which may be amended periodically.
169. Feed Store

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An establishment engaged in retail sale of supplies directly related to the day-to-day activities of agricultural production.

170. Fencing

A masonry, wood fence or opaque fencing pre-approved by the department of public works.

171. Fifth Wheel Trailer

A recreational vehicle designed to be towed by a motorized vehicle that contains a towing mechanism that is mounted above or forward of the tow vehicle's rear axle.

172. Firearms Sales Establishment

An establishment having at least 25 % of its gross floor area used for the sale of firearms, ammunition and ammunition components, and hunting or shooting equipment.

173. Flood Plain

An area of land subject to inundation by a 100-year frequency flood as determined using standard engineering practices and generally as shown on the Flood Insurance Rate Map (FIRM) of the City.

174. Floodway

The channel of the river, creek or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

175. Floor Area

The floor area within the inside perimeter of the exterior walls of the building under consideration, exclusive of vent shafts and courts, without deduction for corridors, stairways, closets, the thickness of interior walls, columns or other features. The floor area of a building, or portion thereof, not provided with surrounding exterior walls shall be the usable area under the horizontal projection of the roof or floor above. The gross floor area shall not include shafts with no openings or interior courts.

176. Florist

Retail business whose principal activity is the selling of plants that are not grown on the site and whose business is conducted within an enclosed building.

177. Food Processing Plant

A building or plant that uses special processes, treatments or blending of foods to achieve a specified result. Not a distribution center.

178. Front Façade

A façade directly visible from any public street or main circulation drive and the façade used as the primary entrance to the building.

179. Frontage

All the property abutting on one (1) side of the street, or between two (2) intersecting streets, measured along the street line.

180. Funeral Home or Mortuary

Establishment engaged in undertaking services such as preparing the dead for burial, and arranging and managing funerals.

181. Furniture Repair and Upholstering Shop

A business that repairs and replaces upholstery to household and office furnishings; does not include motor vehicle upholstery or repair.

182. Garage, Private (attached)

A garage that has one or more walls common with the principal building on a lot or that is attached to the principal building by an enclosed porch, or passage way, the roof of which is part of an extension of the roof of the principal building and for the purpose of the height and area regulations of this Zoning Ordinance such a garage is to be considered a part of the principal building.

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183. Garage, Private (detached)
A garage existing separate and apart from the main building, but situated on the same lot, tract or parcel of land with the main building.
184. Garage, Storage
A building or portion thereof, other than a private garage, used exclusively for parking or storage or self-propelled vehicles, but with no other services provided, except facilities for washing.
185. Gas or Oil Well Operation
Places primarily devoted to subsurface mining of gas or oil. Typical uses are gas and oil drilling operations. Regulations for gas or oil well operation can be found in the city code.
186. Gasoline Self-Service Pumps Only
Any lot or parcel of land or portion thereof used partly or entirely for storing or dispensing flammable liquids, combustible liquids, liquefied flammable gas, or flammable gas into the fuel tanks of motor vehicles. This use addresses the presence of self-service pumps only and does not include any related buildings, such as associated convenience store or service station.
187. Gasoline Filling or Service Station
Any lot or parcel of land or portion thereof used partly or entirely for storing or dispensing flammable liquids, combustible liquids, liquefied flammable gas, or flammable gas into the fuel tanks of motor vehicles.
188. Golf Course
A private or public tract of land laid out with at least nine holes for playing a game of golf and improved with tees, greens, fairways, and hazards. A golf course includes a clubhouse and shelters as accessory uses.
189. Grade
The average of the finished ground level at the center of all walls of a building. In case any wall is parallel to and within five feet of a sidewalk, grade shall be the sidewalk level.
190. Grade Plan
A reference plane representing the average of finished ground level adjoining the building at exterior walls.
191. Greenhouse
A glass or plastic covered house devoted to the protection or cultivation of tender plants.
192. Grocery Store
A retail establishment primarily selling prepackaged and perishable food as well as other convenience and household goods.
193. Guest House/Servants' Quarters
Living quarters operated as an incidental/accessory use that is either attached or detached from the principal residence and used without renting or leasing as a residence by either guests or persons employed to provide domestic services to the occupants of the principal residence.
194. Guestroom
A rooming unit of only one room. If a guestroom contains sleeping facilities for more than two persons, the accommodations for each two persons or fraction thereof shall be considered as a separate guestroom for density purposes only.
195. Gun Club, Skeet or Target Range (Indoor)
The use of a structure for archery and/or the discharging of firearms indoors for the purpose of target practice or competition.
196. Gun Club, Skeet or Target Range (Outdoor)
The use of land for archery and/or the discharging of firearms outdoors for the purpose of target practice or competition.

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197. Gym or Health/Fitness Center
A facility where members or nonmembers use equipment or space for the purpose of physical exercise.
198. Gymnastic Studio
A building or portion of a building used as a place of work for a gymnast or dancer or for instructional classes in gymnastics or dance.
199. Handcraft Shop
A shop where handcrafted art objects are made and displayed for sale.
200. Health center
A center operated by a governmental agency or eleemosynary organization for the examination, consultation, and referral of human medical patients, and where therapeutic treatment is limited to first aid and the dispensing of drugs and medicines.
201. Helipport or Helistop
An area designed to be used for the landing or takeoff of helicopters including operations facilities, such as maintenance, loading and unloading, storage, fueling, or terminal facilities.
202. Hobby Shop
A retail shop that sells materials and supplies to person typically used for the making of arts and crafts, including models.
203. Home-Based Business
A business, occupation, or profession conducted within a residential dwelling unit by the resident thereof.
204. Homeowners' or Property Owners' Association
A formal nonprofit organization operating under recorded land agreements through which:
a. Each lot and/or property owner in a specific area is automatically a member; and
b. Each lot or property interest is automatically subject to a charge for a proportionate share of the expense for the organization's activities, such as the maintenance of common property; and
c. The charge if unpaid, becomes a lien against the nonpaying member's property.
205. Hospital
An institution for inpatient diagnosis, care, and treatment of human illness on both an emergency and a general basis, together with its related facilities which are incidental and subordinate to, and an integral part of the operation of the hospital.
206. Hospital, Acute Care
An institution where sick or injured patients are given medical or surgical treatment intended to restore them to health and an active life, and that is licensed by the State of Texas.
207. Hospital, Chronic Care
An institution where those persons suffering from illness, injury, deformity, deficiency or age are given care and treatment on a prolonged or permanent basis, and that is licensed by the State of Texas.
208. Hotel
An establishment offering lodging to the transient public for compensation.
a. A Hotel is distinguished from motel, motor hotel, or tourist court, in that access to the majority of the guest rooms is through a common entrance and lobby.
b. A Hotel is a nonresidential use.
209. Improvement
Any man-made fixed item that becomes part of or placed upon real property, see also public improvement.

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210. Industrial equipment rental
The rental of any equipment, machinery, or containers that can be used for industrial use.
211. Industrial Truck, Tractor, Trailer and Stacker Machinery Manufacturing
This industry comprises establishments primarily engaged in manufacturing industrial trucks, tractors, trailers, and stackers (i.e., truck-type) such as forklifts, pallet loaders and unloaders.
212. Industrialized (Commercial) Building
Includes the following:
- a. A commercial structure that is constructed in one or more modules or constructed using one or more modular components built at a location other than the permanent commercial site, and that is designed to be used as a commercial building when the modules or modular components are transported to the permanent commercial site and are erected or installed on a permanent foundation systems.
 - b. The term includes the plumbing, heating, air-conditioning, and electrical systems.
 - c. The term does not include any commercial structure that is in excess of three stories or 49 feet in height as measured from the finished grade elevation at the building entrance to the peak of the roof.
213. Industrialized Housing
See **Industrialized Home**.
214. Infrastructure
All streets, alleys, sidewalks, storm drainage, water, and wastewater facilities, utilities, lighting, transportation, and other facilities as required by the City.
215. Internal Street
Same as common access route.
216. Jewelry Manufacturing or Assembly
A facility for manufacturing or assembling jewelry.
217. Junkyard
A place where waste, discarded, or salvaged materials are bought, sold, exchanged, baled, packed, disassembled, or handled, including auto wrecking yards, house wrecking yards, used lumberyards, and places for storage of salvaged house wrecking and structural steel materials and equipment; but not including such places where such uses are conducted entirely within a completely enclosed building, and not including pawnshops, and establishments for the sale, purchase, or storage of used furniture and household equipment when conducted entirely within a completely enclosed building, sale of used cars in operating condition, or salvaged materials incidental to a manufacturing operation.
218. Kennel
Any lot or premises on which three (3) or more dogs, cats, or other domestic animals at least four (4) months of age, are housed or boarding, trimming, grooming, bathing or similar treatment for which payment is received.
219. Kindergarten
A school or class of young children four (4) to six (6) years old that develops basic skills and social behavior by games, handicraft and other means.
220. Laboratory, Scientific or Research
An establishment that engages in research, testing or evaluation of materials or products, but not necessarily medical related.
221. Laminated Plastics Plate, Sheet (except Packaging), and Shape Manufacturing

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This industry comprises establishments primarily engaged in laminating plastics profile shapes such as plate, sheet and rod. The lamination process generally involves bonding or impregnating profiles with plastics resins and compressing them under heat.

222. Landfill

A tract of land used for the burial of farm, residential, institutional, or commercial waste that is not hazardous, medical, or radioactive.

223. Laundry, Commercial

An industrial facility where fabrics are cleaned with substantially non-aqueous organic solvents on a commercial or wholesale basis.

224. Laundry, Dry Cleaning Drop-Off/Pick-Up

Fabrics, clothes, and linens cleaning shop or drop-off/pick-up station not exceeding six thousand (6,000) SF of Floor Area.

225. Laundry, Self-Service

A Laundromat facility not exceeding 2,500 SF in Floor Area where patrons wash, dry, or dry clean clothing or other fabrics in machines operated by the patron.

226. Laydown Yard

The outdoor storage of equipment, machinery and other items that are used in conjunction with the business located at the property, but the storage of the equipment, machinery and other items are not their primary business.



All laydown yards shall be comprised of a dust free surface on an adequately compacted base engineered to withstand anticipated loadings. All laydown yards shall be graded to drain internally and designed to trap sediment from entering a public drainage system. Treatment to control dust will be required when Code Enforcement deems it necessary. Failure to comply with dust control treatments will result in a fine. ~~A lay down yard shall not be used for the parking of motorized vehicles.~~

227. A zoning lot therefore may or may not coincide with a lot as shown on the official tax maps of the City of Deer Park, or on any recorded subdivision plat or deed.

228. For the purposes of this definition, ownership of a zoning lot shall be deemed to include a lease of not less than 50 years duration, with an option to renew such lease so as to provide a total lease of not less than 75 years duration.

229.

- a. The fabrication, assembly, manufacturing, and packaging of finished products or parts, predominantly from previously prepared materials, but excluding basic industrial processing.
- b. Light fabrication, assembly, manufacturing, and packaging processes do not emit detectable dust, odor, smoke, gas or fumes beyond the bounding property lines of the lot or tract upon which the use is located and do not generate noise or vibration at the property boundary that is generally perceptible in frequency or pressure above the ambient level of noise in the adjacent areas.

230. Local Street

A Local Street is a street used primarily for access to the abutting properties.

231. Locksmith/Security System Company

Establishments primarily engaged in providing, installing, repairing, and/or monitoring locks and electronic security systems.

232. Lot, Corner

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- a. A lot situated at the junction of two or more streets.
 - b. A corner lot shall be deemed to front on the street on which it has its smallest dimensions, or as otherwise designated by the Subdivision Plat.
233. Lot, Depth
The mean horizontal distance from the front street line to the rear line.
234. Lot, Interior
A lot, the side line of which does not abut on any street.
235. Lot, Through
An interior lot having frontage on two streets. Such through lot shall provide a front yard on each street.
236. Lot Lines
The lines bounding a lot as defined herein.
237. Lot of Record
A lot that is part of a subdivision, a map of which has been recorded in the office of the County Clerk.
238. Lot Width
The mean horizontal distance between side yard lines measured at right angles to the depth.
239. Manual on Uniform Traffic Control Devices
The Manual on Uniform Traffic Control Devices or MUTCD defines the standards used by road managers nationwide to install and maintain traffic control devices on all public streets, highways, bikeways, and private roads open to public traffic. The MUTCD is published by the Federal Highway Administration (FHA) under 23 Code of Federal Regulations (CFR), Part 655, Subpart F.
240. Manufactured Home Mini-Park
A single contiguous tract of land under one (1) ownership, uninterrupted by streets, alleys or any other public space, and providing spaces for rent or lease as manufactured home sites on a short-term or long-term basis, said spaces being situated and configured similar to individual lots.
241. Manufactured Home Park
Any single contiguous tract of land under one ownership, uninterrupted by streets, alleys or any other public space, other than a Manufactured Home Mini-Park, where accommodations are provided for non-transient manufactured or mobile home use.
242. Manufactured Home Sales
The offering for sale, storage, or display of Manufactured Housing units on a parcel of land, but excluding the use of such facilities as dwellings either on a temporary or permanent basis.
243. Manufactured Housing
Any one of two types of prefabricated housing products that are typically manufactured or assembled at a location other than the end user's permanent site, and that are regulated by Chapter 1201, Tex Occ. Code. For the purpose of this Zoning Ordinance, there are two types of manufactured homes:
- a. Manufactured Home
 - i. As defined in §1201 Texas Occupations Code, a movable dwelling designed to be transported on its own chassis on the highway (either intact or in major sections) by a prime mover, that is constructed with a base section so as to be independently self-supporting, and that does not require a permanent foundation for year-round living. A manufactured home is also defined as any manufactured home that was constructed prior to June 15, 1976.
 - b. Manufactured Home – HUD Code

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- i. As defined in §1201 Texas Occupations Code, a movable dwelling designed to be transported on the highway, either intact or in major sections, by a prime mover, that can be used as a residential dwelling either with or without a permanent foundation. A HUD-Code manufactured home is also defined as a movable manufactured home that was constructed after June 15, 1976. A HUD-Code manufactured home will display a red certification label on the exterior of each transportable section.
244. Manufacturing or Industrial Operations
An establishment engaged in manufacturing, assembly, fabrication, packaging or other industrial processing of products primarily from extracted/raw materials or the bulk storage and handling of such products and materials, or an industrial establishment having potential to produce noise, dust, glare, odors or vibration beyond its property line.
245. Medical Clinic
A group of offices for one or more physicians, surgeons, chiropractors or dentists, engaged in treating the sick or injured but not including rooms for the abiding of patients.
246. Model Home
A single-family dwelling in a developing subdivision located on a legal lot of record that is limited to temporary use as a sales office for the subdivision and to provide an example of the dwellings which have been built or which are proposed to be built in the same subdivision.
247. Manufactured Home Park
Any lot upon which are located one or more manufactured homes, occupied for dwelling purposes, regardless of whether or not a charge is made for each accommodation.
248. Modular (Industrialized) Home
As governed by the definition within the Chapter 1202 Texas Occupations Code, a structure or building module that is transportable in one or more sections on a temporary chassis or other conveyance device, and that is designed to be installed and used by a consumer as a permanent residence on a permanent foundation system. The term includes the plumbing, heating, air-conditioning and electrical systems contained in the structure. The term does not include a Mobile Home or Manufactured Home – HUD Code as defined in the Chapter 1201 Texas Occ. Code. Industrialized homes must meet all applicable local codes and zoning regulations that pertain to construction of traditional site constructed (“stick built”) homes.
249. Motel, Motor Hotel, or Tourist Court
 - a. An establishment offering to the transient public the use of guest rooms or sleeping accommodations for compensation.
 - b. Such an establishment consists of a group of attached or detached guest rooms or sleeping accommodations the majority of which have private and direct access from parking areas not through common entrance and lobby.
 - c. The establishment furnishes customary hotel services and many contain a restaurant, club lounge, banquet hall and/or meeting rooms.
 - d. A motel is a nonresidential use.
250. Motor Freight Company
A company using trucks or other heavy load vehicles to transport goods, equipment and similar products. Includes companies that move residential or commercial belongings.
251. Motor Vehicle Electrical and Electronic Equipment Manufacturing
This industry comprises establishments primarily engaged in manufacturing and/or rebuilding electrical and electronic equipment for motor vehicles and internal combustion engines. This would include alternators and generators, ignition wiring harness, coils and ignition, instrument control

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panels, distributors' spark plugs, electrical ignition cable sets, windshield washer pumps, and generators.

252. Motor Vehicle Parts Manufacturing

An industry engaged in manufacturing motor vehicle engines and gasoline motor vehicle engine parts such as carburetors, pistons, piston rings and valves. Also includes the manufacture of motor vehicle steering mechanisms and suspension, brake systems, transmissions and power train parts, air conditioning systems and compressors, as well as vehicle stampings such as fenders, tops, trim and molding.

253. Movie Theatre

A specialized theater for showing movies or motion pictures.

254. Neighborhood Parks

Parks that provide a variety of outdoor recreational opportunities and are within convenient distances for a majority of the residences to be served thereby.

255. Newspaper Printing

A commercial printing operation involving a process that is considered printing, imprinting, reproducing, or duplicating images and using printing methods including but not limited to offset printing, lithography, web offset, flexographic, and screen process printing.

256. Nonconformities

The term Nonconformities is a general term used to refer to Nonconforming Lot, Nonconforming Structures and Nonconforming Uses, and applies in situations where the lot, structure or use has become non-compliant with these regulations.

257. Nonconforming Lot

A lot that was platted or otherwise legally developed prior to the adoption of this Chapter.

258. Nonconforming Structure

A structure that was legally built prior to the adoption of this Chapter,

259. Nonconforming Use

A use of land that was legally existing prior to the adoption of this Chapter.

260. Nonresidential Use

Any use other than a residential use.

261. Nonresidential Zoning Districts

The term "Nonresidential Zoning Districts" means a zoning district as listed a nonresidential zoning district within Table 1: Zoning Districts.

262. Nursery, Major

An establishment for the cultivation and propagation, display, storage, and sale (*retail and wholesale*) of large plants, shrubs, trees, and other materials used in indoor or outdoor plantings; and the contracting for installation and/or maintenance of landscape material as an accessory use. Outdoor display and storage is included.

263. Nursery, Minor

A retail business for the display and/or sale of trees, shrubs, flowers, ornamental plants, seeds, garden and lawn supplies, and other materials used in indoor and outdoor planting, without outside storage or display.

264. Nursing home

An establishment providing full-time care for physically ill or convalescent patients and licensed as a nursing and convalescent home by the state department of health.

265. Office, Professional, Medical, or Business

A room or group of rooms used for conducting the affairs of a business, profession, service industry, or government.

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266. Open space, usable
That part of the ground area which is devoted to outdoor living, recreational or household utility space, but not including private roadways open to vehicular traffic, or off-street parking or loading space.
267. Open use of land
Includes, but is not limited to, auto wrecking yards, junkyards and salvage yards, dumps, sales yards, storage yards, animal and crop farming, and accessory outdoor storage.
268. Outside Display
The temporary outside display of finished goods which are specifically intended for immediate retail sales and are not intended nor used as an area for the continuous keeping or storage of such finished goods. Examples of outside display include the display of grills, deer feeders, patio furniture, lawn movers, flowers, pumpkins, Christmas trees, and clothing.
269. Outside Storage
The continuous keeping or storage of any finished or unfinished goods, materials, merchandise, or equipment outside of a building for more than 24 hours.
270. Palm Reader / Card Reader
An individual who works out of a small shop and customers are invited to sit with the reader and supposedly reveal future events by “reading” the customer’s palm or through the reading and interpretation of Tarot Cards.
271. Park, Playground, or Community Center, Public
An open recreational facility or park owned and operated by a public agency such as the City or the school district, which is open and available to the general public.
272. Parking
The temporary storage of automobiles or other motor vehicles as required and permitted by this ordinance, not including the storage and display of such vehicles for sale.
273. Parking space, off-street
A space for the parking of automobiles or other small vehicles having a minimum width of nine feet and a minimum length of 20 feet, which is located within the boundaries of a recreational vehicle space or a common parking and storage area and which in either case has an unobstructed access to an internal street.
274. Parking Area
An open area other than a street, alley or place, used for temporary parking of more than four (4) self-propelled vehicles and available for public use, whether free, for compensation or as an accommodation for clients or customers.
275. Parking Space
Open space or garage space reserved exclusively for the parking of a vehicle.
A permanently surfaced area not less than nine (9) feet wide and 20 feet long, either within a structure or in the open, for the parking of a motor vehicle.
276. Parking Structure
A structure devoted to the parking or storage of automobiles for a fee.
277. Parkway
Within the ROW, the area between the property line and the nearest curb or edge of the roadway (if no curb exists).
278. Pawn Shop
An establishment that lends or advances money or other things for profit on the pledge and possession of personal property, or other valuable things, other than securities or written or printed

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evidences of indebtedness; or that deals in the purchasing of personal property or other valuable things in condition of selling the same back to the seller at a stipulated price.

279. Penal and Correctional Institutions

Publicly or privately operated facility for the detention, confinement, treatment or rehabilitation of persons arrested or convicted for the violation of civil or criminal law. Such facilities include an adult detention center, juvenile delinquency center, jail, prison, and halfway house.

280. Perimeter Street

A street that abuts a parcel of land to be subdivided.

281. Person

Person means an individual, firm, association, organization, partnership, trust, foundation, company or corporation.

282. Personal Service Shop

Establishments primarily engaged in providing services generally involving the care of the person or apparel including but not limited to barber and beauty shops, dressmaking, shoe shining, dry-cleaning and laundry pick-up stations, tailor or seamstress, and health clubs.

283. Pet Store (Retail Sales Only)

A retail sales establishment primarily involved in the sale of pet supplies or the sale or adoption of domestic animals, such as dogs, cats, fish, birds, and reptiles, excluding exotic animals and farm animals such as horses, goats, sheep, and poultry.

284. Petroleum Storage and Collection Facilities

An outdoor area where storage of petroleum is allowed (tank farm).

285. Pharmaceutical and Medicine Manufacturing

This industry comprises establishments primarily engaged in one or more of the following: (1) manufacturing biological and medicinal products; (2) processing (i.e., grading grinding, and milling) botanical drugs and herbs; (3) isolating active medicinal principals from botanical drugs and herbs; and (4) manufacturing pharmaceutical products intended for internal and external consumption in such forms as ampules, tablets, capsules, vials, ointments, powders, solutions, and suspensions.

286. Pharmacy

A shop or a store wherein prescription medicines may be obtained during all operating hours wherein primarily medicine and medical supplies are offered for sale.

287. Photographer's or Artist's Studio/Film Processing

Work space for one or more photographers, artists or artisans, including the accessory sale of art produced on the premises.

288. Planned unit development

Allows for a development containing uses or a combination of uses in a design that would not comply with the regulations of a primary zoning district. Allows the City Council and Planning and Zoning Commission to allow some flexibility in usage while giving greater control of special conditions and restrictions.

289. Planning and zoning commission

The Planning and Zoning Commission of the City of Deer Park, Texas.

290. Public Works Director

The person(s) so designated by the **City** to provide oversight for and have responsibility of the City's planning and development related duties. This term shall also include any designee of the Public Works Director. Also, this term shall be inclusive of any future variations of the term, such as "Public Works Director" or "Zoning Administrator."

291. Plastic Products Manufacturing

The making of goods by processing plastics materials and/or raw rubber, with dust and fume control.

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292. Plat
a. A map or chart of the subdivision, lot or tract of land that is filed of record in the county Plat Records.
b. It includes the documents for:
i. Amending plat
ii. Final Plat
iii. Minor Plat
iv. Preliminary Plat
v. Replat
293. Play Field or Stadium, Public
An athletic field or stadium owned and operated by a public agency for the general public including a baseball field, football field or stadium.
294. Plumbing/Electrical/Air Conditioning Store (Retail Sales Only)
Establishments primarily engaged in retail sales of plumbing, heating, and air-conditioning equipment, without warehouse facilities, includes storage for ordinary repair but no materials for contracting work.
295. Police or Fire Station
Protection centers operated by a governmental agency, including administrative offices, storage or equipment, temporary detention facilities, and the open or enclosed parking of safety vehicles; excluding, however, correctional institutions.
296. Polystyrene Foam Product Manufacturing
This industry comprises establishments primarily engaged in manufacturing polystyrene foam products.
297. Premises
Any zoning lot, tract, or parcel of land together with its improvements.
298. Principal Use
The primary or predominant use of any lot or building.
299. Printing/Duplication Shop or Mailing Center
a. An establishment in which the principal business consists of duplicating and printing services using photocopy, blueprint, or offset printing equipment, including publishing, binding, and engraving; or
b. A commercial business that conducts the retail sale of stationary products, provides packaging and mail services (both U.S. Postal and private service), and provides mailboxes for lease.
300. Private garage
A building used by the occupants of the premises upon which it is located for sheltering private passenger motor vehicles.
301. Private Utility
A non-public utility requiring special facilities in residential areas or on public property such as electricity, natural gas, or telecommunications not customarily provided by the municipality or public utilities. All radiating equipment must comply with current Federal Communications Commission (FCC), Environmental Protection Agency (EPA), Occupational Health and Safety Administration (OSHA), and all other applicable State and Federal regulatory agency requirements and guidelines for human safety.
302. Progress Towards Completion
Progress towards completion of the project shall include any one of the following:
a. An Application for a Final Plat or plan for development is submitted;

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- b. A good-faith attempt is made to file with the City or County an Application for a permit necessary to begin or continue towards completion of the project;
 - c. Costs have been incurred for developing the project including, without limitation, costs associated with roadway, utility, and other infrastructure facilities designed to serve, in whole or in part, the project (but exclusive of land acquisition) in the aggregate amount of five % of the most recent appraised market value of the real property on which the project is located;
 - d. Fiscal security is posted with a regulatory agency to ensure performance of an obligation required by the regulatory agency; or
 - e. Utility connection fees for the project have been paid to a regulatory agency.
303. Public Building
- a. Any building held, used, or controlled exclusively for public purposes by any department or branch of government, federal, state, county, or municipal, without reference to the ownership of the building or of the realty upon which it is situated.
 - b. A building belonging to or used by the public for the transaction of public or quasi-public business.
304. Public Improvement
- Any improvement, facility or service together with its associated public site, ROW or easement necessary to provide transportation, storm drainage, public or private utilities, parks or recreational, energy or similar essential public services and facilities, for which the City or other government authority ultimately assumes the responsibility for maintenance, operation and/or ownership.
305. Radio or TV Station
- Establishments primarily engaged in the provision of broadcasting and other information relay services accomplished through the use of electronic and telephonic mechanisms. Excluded are facilities classified as major utility services or broadcasting or communication towers.
306. Record Drawings
- A group of drawings or plans that depicts the final configuration of the installed or constructed improvements of a development, improvements that have been verified by the contractor as their installation or construction occurs during development. The Record Drawings shall reflect the Construction Plans or working drawings used, corrected, or clarified in the field.
307. Recreational Vehicle (RV)
- A vehicle-type unit primarily designed as temporary living quarters for recreational, camping or travel use, which has its own motive power or is mounted on or drawn by another vehicle. The basic entities are: camping trailer, truck camper, motor home or other individual camping unit.
308. Recreational vehicle park (RV Park)
- A parcel of land under single ownership, upon which two or more recreational vehicle sites are located, established or maintained for occupancy by recreational vehicles of the general public as temporary living quarters for recreation or vacation purposes.
309. Recreational Vehicle Site (RV Site)
- A plat of ground within a recreational vehicle park intended for the accommodation of a recreational vehicle on a temporary basis.
310. RV Pad
- The area within the camping site set aside for the placement of the camping unit. The minimum size of the "RV pad" shall be 20 feet in width and 50 feet in depth, and made of concrete.
311. Residential Street
- A street that is intended primarily to serve traffic within a neighborhood or limited residential district and that is used primarily for access to abutting properties.

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312. Residential Use
Residential use means use of a structure as a residence.
313. Residential Zoning Districts
Residential district means a single-family, duplex, townhouse, multiple-family or Manufactured home zoning district as defined in the Zoning Ordinance.
314. Restaurant
A place where the primary business is the preparation and sale, on the premises, of food to be provided from a full service menu of items which shall be available at all times when the facility is in operation and which lists all food items for sale, provides kitchen facilities separate and apart from the area of the premises devoted to public dining and may or may not provide live entertainment to, or permit dancing by, patrons of the premises.
315. Restaurant Kitchen Facilities
A separate area located in, or on, the premises of a restaurant and meets the following conditions or standards: (1) meets all requirements of other applicable codes; (2) contains a stove and oven in working order; (3) provides refrigerated storage for food to be prepared and sold on the premises; (4) is staffed by a full-time cook or chef who must be on duty for the preparation of food during the hours that the restaurant is in operation; (5) maintains a food inventory and condiments for use by the cook or chef in the preparation of food for sale; and (6) provides pots, pans, and utensils necessary for use by the cook or chef in preparation of menu items for sale.
316. Restaurant or Cafeteria, with Drive-Up Window or Curb Service
An establishment, with drive-up window or curb service, where food and drink are prepared and consumed primarily on the premises.
317. Restaurant or Cafeteria, without Drive-Up Window or Curb Service
An establishment, without drive-up window or curb service, where food and drink are prepared and consumed primarily on the premises.
318. Retail
Sale to the ultimate consumer for direct consumption and not primarily for resale.
319. Retail Stores and Shops
An establishment engaged in the selling of goods and merchandise to the general public for personal or household consumption and rendering services incidental to the sale of such goods.
320. Retail Tobacco Store
A retail store that sells mainly tobacco products. This business may also sell tobacco accessories such as lighters, matches, cigarette holders and devices used to preserve tobacco, cigars or cigarettes, which are incidental to the sale of tobacco products.
321. Retaining Wall
A non-building, structural wall supporting soil loads and live and dead surcharge loads to the soil, such as additional soil, structures and vehicles.
322. Retirement Housing
Any age restricted housing development that may be in any housing form, including detached and attached dwelling units, apartments, and residences, offering private and semiprivate rooms and designed to provide meals and nursing care.
323. Right-of-Way
a. A parcel of land occupied or intended to be occupied by a street or alley or other transportation infrastructure.
b. A ROW may be used for other facilities and utilities, such as sidewalks, railroad crossings, electrical communication, oil or gas, water or sanitary or storm sewer facilities, or for any other use.

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c. The use of ROW shall also include parkways and medians outside of pavement.

324. Rodeo Grounds

A public gathering place for rodeo activities in which there are performances of riders with horses and generally involving cattle. The area may involve various cattle pens, barns or shelters. Parking generally would involve double drive-through spaces for participants with trucks pulling horse trailers and standard parking for spectators.

325. Rooming unit

A suite of rooms forming a single habitable unit used or intended to be used for residential or transient purposes, but not including cooking facilities of any kind. Where a rooming unit is designed to be divided into separate guestrooms, then each separate sleeping room shall be counted as a guestroom for density purposes. **See Boarding Room**

326. School, Career

Career schools including programs such as dental assisting, pharmacy technician, nurse aide, veterinary assistant, etc.

327. School, Private

Includes private school facilities providing K-12 education.

328. School, Public

Includes public school facilities providing K-12 education.

329. Scientific Research and Development Center or Laboratory

A facility that includes laboratories and experimental equipment for medical testing, scientific testing, prototype design and development, and product testing. Any facility that is determined by Health, Fire, or Building Officials to be a hazard or nuisance to adjacent property or the community at large due to the possible emission of excessive smoke, noise, gas, fumes, dust, odor, or vibration, or the danger of fire, explosion, or radiation is not included in this category.

330. Seamstress or Tailor Shop

Establishments primarily engaged in manufacturing or modifying clothing.

331. Setback Line

A line within a lot, parallel to and measured from a corresponding lot line, established the minimum required yard and governing the placement of structures and uses on the lot.

332. Shipping containers

Standardized sealable shipping containers, designed for intermodal transportation, either with or without a permanent affixed chassis, used in interstate or international commerce for the shipment of goods and merchandise.

333. Shipping Container Storage Yard

A facility for the storage, handling, and repair of shipping containers.

334. Shoe Repair Shop

An establishment with the principal business of repairing shoes.

335. Sign

Any structure or natural object, such as a tree, rock, bush, and the ground itself or part thereof or device attached thereto or painted or represented thereon, which shall be used to attract attention to any object, other than itself, or to any product, place, activity, person, institution, organization or business, or which shall display or include any letter, word [word], model, banner, flag, pennant, insignia, device or representation used as, or which is in the nature of an announcement, direction or advertisement. For purposes of this ordinance, the following shall not be deemed to be included within the definition of "sign":

a. Sign, flag, pennant, or insignia of any Nation, State, City or other political unit, or division thereof.

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- b. Signs placed by a public utility showing the location of facilities.
 - c. Signs necessary for purposes of traffic control, including but not limited to "exit," "entrance," and "reserved parking."
336. Site Plan
A detailed, scaled drawing of all surface improvements, structures, and utilities proposed for development and is associated with the Zoning Ordinance.
337. Small Engine Repair Shop
A shop for the repair of lawnmowers, chainsaws, lawn equipment, and other small engine equipment and machinery.
338. Small Wind Energy Systems
A wind energy conversion system consisting of a wind turbine, a tower and associated control or conversion electronics that will be used to reduce on-site consumption of utility power.
339. Smelter, Refinery, or Chemical Plant
A building or facility for refining or processing oil or a chemical plant for producing chemical products or processing of those products.
340. Soap and Cleaning Compound Manufacturing
This industry comprises establishments primarily engaged in manufacturing and packaging soap and other cleaning compounds surface active agents, and textile and leather finishing agents used to reduce tension or speed the drying process.
341. Stable
Housing and related facilities or open pasture where horses are quartered for owners.
342. Storage Units, Mini
 - a. A building(s) containing separate, individual self-storage units for rent or lease.
 - b. The conduct of sales, business, or any activity other than storage does not occur within any individual storage unit.
343. Storefront
Storefronts are defined as the part of the building that fills the structural bay on the front façade at grand level.
344. Story
That portion of a building included between the upper surface of a floor and the upper surface of the floor or roof next above. It is measured as the vertical distance from top to top of two successive tiers of beams or finished floor surfaces and, for the topmost story, from the top of the floor finish to the top of the ceiling joists or, where there is not a ceiling to the top of the roof rafters.
345. Street
A public ROW which provides primary vehicular access to abutting property. It may be designated as a street, avenue, boulevard, drive, freeway, highway, lane, parkway, place or road. It may be classified as a local street, minor (secondary) thoroughfare, or major (primary) thoroughfare. A driveway or alley which serves only to give secondary vehicular access to a building lot or to an accessory parking or loading facility, or to allow vehicles to take or discharge passengers at the entrance to a building shall not be considered a street.
 - a. Major (primary) thoroughfares
A convenient, direct route that has as its principal purpose the rapid and safe movement of large volumes of traffic between areas within the City, through the City, or from the City to areas outside. Land access should be a secondary function of a major thoroughfare.
 - b. Minor (secondary) thoroughfare

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A street that provides a convenient route from local streets to a major thoroughfare, between major thoroughfares, or from local streets to local traffic generators such as shopping centers, community centers or schools.

c. Local street

An improved public ROW that, as its principal purpose, provides access to abutting property. Since movement of traffic is a secondary function, local streets should be designed to discourage through traffic.

346. Structural Alterations

Any change in any supporting member of a building, such as a bearing wall, column, partition, beam, or girder, or a change in the pitch or height of the roof.

347. Structure

Anything constructed or erected that requires location on the ground, or attached to something having a location on the ground, including, but not limited to advertising signs, billboards and poster panels, but exclusive of customary fences or boundary of retaining walls, sidewalks and curbs.

348. Subdivision Ordinance

The adopted Subdivision Ordinance of the City.

349. Subdivision Waiver

A waiver, exemption, or modification to the Subdivision Ordinance.

350. Surveyor

A licensed State Land Surveyor or a Registered Public Surveyor, as authorized by the State to practice the profession of surveying.

351. Tattoo Studio

A commercial use involving the marking of skin of persons with a design by a process of pricking or ingraining an indelible pigment or by raising scars, or similar method.

352. Taxidermist

An establishment whose principal business is the practice of preparing, stuffing, and mounting the skins of dead animals for exhibition in a lifelike state.

353. Telephone Exchange (No Offices or Storage Facilities)

A building used exclusively for the transmission and exchange of telephone messages, but the term shall not include wireless service towers.

354. Temporary Building for New Construction

- a. A structure or shelter used in connection with the construction of a development or building project for housing on the site of temporary administration and supervisory functions and for sheltering employees and equipment.
- b. Buildings are permitted for a specific period of time in accordance with a permit issued by the City.
- c. The term "Temporary Field or Construction Office" may also be used.

355. Temporary occupancy permit

A permit for the temporary use of a parcel of land for a prescribed time period.

356. Textile Manufacturing, with dust and odor control

Establishments primarily engaged in finishing of textiles, fabrics, and apparel, with dust and odor controls.

357. Thoroughfare

See Arterial Street.

358. Tinsmith / Sheet Metal Shop

A shop where flat sheets of metal are shaped into three-dimensional objects and soldered, brazed or welded.

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359. *Tower/Antenna: TV, Radio, Microwave, Telephone, or Cellular*
Structures supporting antenna for transmitting or receiving any portion of the radio spectrum, but excluding noncommercial antenna installations for home use of radio or television.
360. *Trailer*
A portable dwelling unit designed to move on wheels from location to location by automobile or truck.
361. *Travel Trailer*
Any vehicle, or similar portable structure that can be legally moved on state highways without a special permit, and having no foundation other than wheels, jacks, or skirting, and so designated or constructed as to permit occupancy for temporary dwelling or sleeping purposes. The term "Travel trailer" is also defined as a recreational vehicle designed to be towed by a motorized vehicle containing a towing mechanism that is mounted behind the tow vehicle's bumper.
362. *Transit Center*
Any premises, including train or bus stations, for the loading and unloading of passengers and the temporary parking of transit vehicles between routes or during stopovers and excluding overnight parking and storage of transit vehicles.
363. *Transportation Plan*
The plan that guides the development of adequate circulation within the City, and connects the City street system to regional traffic carriers. Also referred to as the Thoroughfare Plan.
364. *Truck Sales, Heavy Trucks*
The display, storage, sale, leasing, or rental of new or used panel trucks, vans, trailers, recreational vehicles, or buses in operable condition.
365. *Truck camper*
A recreational vehicle consisting of a roof, floor and sides designed to be loaded onto and unloaded from the bed of a pickup truck.
366. *Uninhabitable*
The deterioration to the RV that has created a dangerous or unsafe situation or condition and is not structurally sound in accordance to the certification by the manufacturer as complying with ANSI (*American National Standards Institute*), A119.2, A119.5 or the standard building code as presently adopted by the City of Deer Park, Texas.
367. *Urethane and Other Foam Product (except Polystyrene) Manufacturing*
This industry comprises establishments primarily engaged in manufacturing plastics foam products.
368. *Use*
The purpose or activity for which land or structures thereon is designed, arranged, or intended to be occupied or used, or for which it is occupied, maintained, rented or leased.
a. Use, nonresidential. Any use other than a residential use.
b. Use, residential. Any use listed as a permitted use in Groups 3, 4, 5, 6, 7 or 9, together with uses accessory to such uses.
369. *Usable Open Space*
An area or recreational facility that is designed and intended to be used for outdoor living and/or recreation. Usable Open Space may include recreational facilities, water features, required perimeter landscape areas, floodplain areas, and decorative objects such as art work or fountains.
370. *Utility Distribution/Transmission Line*
Facilities, including subsidiary stations that serve to distribute, transmit, transform, or reduce the pressure of gas, water, or electric current, including, but not limited to, electrical transmission lines, gas transmission lines, and metering stations.
371. *Vacation Travel Trailer*

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A vacation travel trailer is a vehicular portable structure designed for a temporary or short-term occupancy for travel, recreational or vacation uses. Such vehicles shall include travel trailers, converted buses, tent trailers, recreational vehicles, motor homes or similar devices used for temporary portable housing.

372. Vacation Travel Trailer Park

A Vacation Travel Park is any tract of land under single ownership and where accommodation is provided for transient trailer use for a maximum of seven (7) days.

373. Vested Right

A right of an **Applicant** to have the **City** review and decide an **Application** under standards in effect prior to the effective date of the standards of this **Zoning Ordinance** and/or of any subsequent amendments.

374. Vested Rights Petition A request for relief from any standard or requirement of the Zoning Ordinance based on an assertion that the Applicant (petitioner for relief) has acquired a Vested Right.

375. Veterinarian Clinic

An establishment where animals and pets are admitted for examination and medical treatment.

Violation. Failure to comply and to maintain compliance with any provision of this ordinance, by failing to comply with either the restrictions or the requirements of this ordinance.

376. Warehouse

Facilities characterized by extensive warehousing, frequent heavy trucking activity, open storage of material, or nuisances such as dust, noise, and odors, but not involved in manufacturing or production.

377. Wedding Chapel, Reception Facility, Special Events Center

A building, facility, room, or portion thereof, which is rented leased or otherwise made available to any person or group for a private event function, that is not open to the general public, whether or not a fee is charged.

378. Wholesale Center

An establishment or place of business primarily engaged in selling and/or distributing merchandise to the general public; to retailers; to industrial, commercial, institutional, or professional business users; and to other wholesalers.

379. Wildlife Rehabilitation Center

A property or building where wildlife animals are kept for the purpose of undergoing rehabilitation.

380. Wood Window and Door Manufacturing

This industry comprises establishments primarily engaged in manufacturing window and door units, sash, window and door frames, and doors from wood or wood clad with metal or plastics.

381. Woodworking and Planning Mill

- a. Establishments with dust and noise control and primarily engaged in one or more of the following:
 - i. Manufacturing dimension lumber from purchased lumber;
 - ii. Manufacturing dimension stock (i.e., shapes) or cut stock;
 - iii. Re-sawing the output of sawmills; and
 - iv. Planning purchased lumber.
- b. These establishments generally use woodworking machinery, such as jointers, planers, lathes, and routers to shape wood.

382. Wrecking or Auto Salvage Yard

A yard or building where automobiles or machinery are stored, dismantled and/or offered for sale as whole units, as salvaged parts or as processed metal.

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383. Yard

- a. An open space other than a court, on the same lot with a building, unoccupied and unobstructed from the ground upward, except as otherwise provided herein.
- b. In measuring to determine the width of a side yard, the depth of a front yard or the depth of a rear yard, the least horizontal distance between the lot line and the main building shall be used.

384. Yard, Front

A yard across the full width of a lot extending from the front line of the main building to the front property line of the lot.

385. Yard, Rear

A yard extending across the full width of the lot and measured between the rear property line of the lot and rear line of the main building, except that area included in the side yard as defined below.

386. Yard, Side

A yard between the building and the side property line of the lot and extending from the front yard to the required minimum rear yard.

387. Official Zoning District Map The official map kept _____, which depicts the boundaries of the various zoning districts as adopted by Ordinance No. _____, and as it may be amended.

388. Zoning district

Any predevelopment, residential, commercial or industrial district.

389. Zoning Ordinance

Ordinance No. _____, adopted by council on _____, and as it may be amended in the future, and may be referred to as "this Ordinance."

SECTION 20 – ZONING DEFINITIONS

SECTION XV. - VALIDITY AND ENACTMENT

Sec. 15.01. - Validity.

Should any section, subsection, paragraph, clause or provision of this ordinance be declared by a court of competent jurisdiction to be invalid or unconstitutional, the same shall not affect the ordinance as a whole or any part thereof, other than the part so declared to be invalid or unconstitutional. It is further expressly provided that such section and part of a section herein, so far as an inducement for the passage of this ordinance is concerned, is independent of every other section and every other part of section, and not any section or any part of section is an inducement for the enactment of this ordinance.

(Ord. No. 1198, § 9, 7-6-1976)

Sec. 15.02. - Enactment.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed, and this ordinance shall be in full force and effect from and after its final passage and publication as provided by law. By the passage of this ordinance, no presently illegal use shall be deemed to have been legalized unless specifically such use is a conforming use under this ordinance. Otherwise, such use shall remain a nonconforming use, or an illegal use, as the case may be. It is further the intent and declared purpose of this ordinance that no offense committed, and no liability, penalty or forfeiture, either civil or criminal, incurred prior to the time the present Zoning Ordinance was adopted, shall be discharged or affected by such adoption; but prosecutions and suits for such offenses, liabilities, penalties or forfeiture[s] may be instituted, or causes presently pending proceeded with in all respects, as if this ordinance had not been adopted.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed and approved** on this the ____ day of _____, 2017 **by a vote of** _____ **“Ayes”** and _____ **“Noes”** this Ordinance having been read in full prior to such vote.

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

PASSED AND APPROVED on the second reading, the ____ day of _____, 2017 **by a vote** of _____ **“Ayes”** and _____ **“Noes”** this Ordinance having been read in full prior to such vote.

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MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

PASSED, APPROVED AND ADOPTED on the third and final reading, this the ____ day of _____, 2017 by a vote of _____ “Ayes” and _____ “Noes” this Ordinance having been read in full prior to such vote.

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

City Attorney