



Meeting Agenda City Council Regular

Thursday, June 26, 2014

7:00 PM

City Hall Council Chambers

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

Hear Visitors: A citizen may address the City Council on any item which does not appear on the posted Agenda. Registration forms are available in the lobby and at the desk of the City Secretary. This form should be completed and delivered to the City Secretary by 5:30 pm. Please limit remarks to three minutes. A timer alarm will sound after 2 1/2 minutes to signal thirty seconds remaining to conclude your remarks. The City Council will receive the information, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concerns shall be directed to the City Manager. Comments should not personally attack other speakers, Council or staff.

Consent Agenda

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

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

- 2a.** [14-545](#) Presentation, possible action, and discussion of minutes for:
- June 12, 2014 Workshop
 - June 12, 2014 Regular Council Meeting

Attachments: [WKSHPO61214 DRAFT Minutes.pdf](#)
[RM061214 DRAFT Minutes.pdf](#)

- 2b.** [14-494](#) Presentation, possible action, and discussion regarding award of a contract in the amount of \$192,832 to Avinext Inc., to upgrade cameras and other components of the video surveillance security system at various Water Department facilities.

Attachments: [Contract 14-332.pdf](#)

- 2c. [14-520](#) Presentation, possible action, and discussion regarding a change order to the Northgate Parking Garage equipment maintenance agreement with NextGen Parking, formerly ProTech Access, in the amount of \$16,593.00.

Attachments: [Attachment 1 - Change Order #1 - 12-036.pdf](#)

- 2d. [14-521](#) Presentation, possible action, and discussion regarding the renewal of annual price agreement 11-031 to Brazos Paving, Inc. for the purchase of Cement Stabilized Sand for an amount not to exceed \$147,960.00.

Attachments: [BPI Annual Renewal #3.pdf](#)

- 2e. [14-522](#) Presentation possible action and discussion regarding a semi-annual price agreement with Knife River for the purchase of Type D Hot Mix Asphalt to be picked up by City Crews for the maintenance of streets in the amount not to exceed \$960,000.00.(\$64.00 per ton)

Attachments: [Renewal Acceptance 7 10 14 to 1 9 15.pdf](#)

- 2f. [14-523](#) Presentation, possible action and discussion on a renewal for the annual purchase of installed Type II, FGSM Hot Mix Asphalt for an amount not to exceed \$526,000.00.

Attachments: [Renewal 13-323 2014.pdf](#)

- 2g. [14-525](#) Presentation, possible action and discussion of an ordinance amending Chapter 10 Traffic Code”, Section 4 “Administrative Adjudication of Parking Violations”, E “Parking Regulations of Certain Described Areas”, (1) “Traffic Schedule XIV - No Parking Here to Corner or No Parking Anytime” of the Code of Ordinances, to remove parking along sections of Caudill Street and Lawyer Street to provide emergency vehicle access along these streets.

Attachments: [Map.pdf](#)
[ordinance standard.pdf](#)

- 2h. [14-526](#) Presentation, possible action and discussion regarding the approval of a professional services contract (No. 14-157) with Goodwin-Lasiter-Strong, in the amount of \$101,348.12, for the design of sidewalk improvements along Langford Street and Guadalupe Drive.

Attachments: [Location Map.pdf](#)

- 2i. [14-527](#) Presentation, possible action, and discussion on a Professional Services Contract with Jones and Carter in the amount of \$81,000.00 for the professional engineering services related to the Luther Street Conceptual Design, in final form as approved by the City Attorney. (Contract #14-322)

Attachments: [Luther St. Rehab location Map.pdf](#)

- 2j. [14-528](#) Presentation, possible action, and discussion regarding ratification of expenses for: temporary employment services for FY13 with Express Services for \$68,164.26, temporary employment services for FY14 to-date with Express Services for \$37,256.50, and temporary employment services for FY14 to-date with Spherion Staffing for \$19,808.75; and approval of FY14 anticipated expenditures with Express Services for \$15,000.00 and Spherion Staffing for \$15,000.00.

- 2k. [14-536](#) Presentation, possible action, and discussion regarding approval of a contingency transfer in the amount of \$47,000 for the outfitting and renovation of Police Department office space in Northgate.

Attachments: [140611130723_0001.pdf](#)

- 2l. [14-537](#) Presentation, possible action, and discussion regarding the 2nd of two renewal options of an annual blanket purchase order 12-067 with Boundtree Medical L.L.C. for \$80,000.00 for EMS supplies.

Attachments: [Renewal 2014 - Bound Tree.pdf](#)

- 2m. [14-547](#) Presentation, possible action, and discussion regarding the 2nd reading of an ordinance amending the existing natural gas franchise ordinance between the City of College Station and Atmos Energy Corporation.

Regular Agenda

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

Individuals who wish to address the City Council on an item posted as a public hearing shall register with the City Secretary prior to the Mayor's announcement to open the public hearing. The Mayor will recognize individuals who wish to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three minutes. A timer alarm will sound at 2 1/2 minutes to signal thirty seconds remaining to conclude remarks. After a public hearing is closed, there shall be no additional public comments. If Council needs additional information from the general public, some limited comments may be allowed at the discretion of the Mayor.

If an individual does not wish to address the City Council, but still wishes to be recorded in the official minutes as being in support or opposition to an agenda item, the individual may complete the registration form provided in the lobby by providing the name, address, and comments about a city related subject. These comments will be referred to the City Council and City Manager.

1. [14-429](#) Presentation, possible action, and discussion regarding an economic development agreement between the City of College Station and Kalon Biotherapeutics.
2. [14-529](#) Public Hearing, presentation, possible action, and discussion regarding five (5) ordinances vacating and abandoning eleven (11) public utility easement on Lots 1 thru 4, Block 1 of the Chimney Hill Retail Plaza Subdivision according to the plat recorded in Volume 807, Page 543 of the Deed Records of Brazos County, Texas, located at 701 and 715 University Drive East.

Attachments: [Vicinity Map.pdf](#)
[Location Map and Key.pdf](#)
[CH PUE Abandonment Ord1.doc](#)
[Ordinance 1-Exh A.pdf](#)
[Ordinance 1-Exh B.pdf](#)
[CH PUE Abandonment Ord2.doc](#)
[Ordinance 2-Exh A.pdf](#)
[Ordinance 2-Exh B.pdf](#)
[CH PUE Abandonment Ord3.doc](#)
[Ordinance 3-Exh A.pdf](#)
[Ordinance 3-Exh B.pdf](#)
[CH PUE Abandonment Ord4.doc](#)
[Ordinance 4-Exh A.pdf](#)
[Ordinance 4-Exh B.pdf](#)
[CH PUE Abandonment Ord5.doc](#)
[Ordinance 5-Exh A.pdf](#)
[Ordinance 5-Exh B.pdf](#)

3. [14-541](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 4, "Business Regulations", Section 4-19, "Rental Registration of Single Family and Duplex Dwelling Units" of the Code of Ordinances of the City of College Station.

Attachments: [Exhibit A.docx](#)
[Rental Registration Ordinance.docx](#)

4. [14-532](#) Presentation, possible action and discussion regarding appointments to the following boards and commissions:
- Planning and Zoning Commission

5. Adjourn.

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

APPROVED


City Manager

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the June 26, 2014 at 7:00PM at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda.

Posted this 20th day of June, 2014 at 5:00 p.m.

 for Sherry Mashburn
City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, www.cstx.gov. The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on June 20, 2014 at 5:00p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting. This public notice was removed from the official posting board at the College Station City Hall on the following date and time: _____ by _____.

Dated this ___ day _____, 2014 By _____

Subscribed and sworn to before me on this the _____ day of _____, 2014.

Notary Public – Brazos County, Texas

My commission expires: _____

This building is wheelchair accessible. Handicap parking spaces are available. Any request for sign interpretive service must be made 48 hours before the meeting. To make arrangements call (979) 764-3517 or (TDD) 1-800-735-2989. Agendas may be viewed on www.cstx.gov. Council meetings are broadcast live on Cable Access Channel 19.



Legislation Details (With Text)

File #: 14-545 **Version:** 1 **Name:** Minutes
Type: Minutes **Status:** Consent Agenda
File created: 6/13/2014 **In control:** City Council Regular
On agenda: 6/26/2014 **Final action:**

Title: Presentation, possible action, and discussion of minutes for:
· June 12, 2014 Workshop
· June 12, 2014 Regular Council Meeting

Sponsors:

Indexes:

Code sections:

Attachments: [WKSHP061214 DRAFT Minutes.pdf](#)
[RM061214 DRAFT Minutes.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion of minutes for:
· June 12, 2014 Workshop
· June 12, 2014 Regular Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: None

Budget & Financial Summary: None

Attachments:

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
JUNE 12, 2014

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

Blanche Brick
Steve Aldrich
Karl Mooney
John Nichols
Julie Schultz
James Benham, arrived after roll call

City Staff:

Kelly Templin, City Manager
Carla Robinson, City Attorney
Chuck Gilman, Deputy City Manager
Sherry Mashburn, City Secretary
Tanya McNutt, Deputy City Secretary

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Workshop of the College Station City Council was called to order by Mayor Berry at 4:00 p.m. on Thursday, June 12, 2014 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, and §551.074-Personnel, the College Station City Council convened into Executive Session at 4:01 p.m. on Thursday, June 12, 2014 in order to continue discussing matters pertaining to:

A. Consultation with Attorney to seek advice regarding pending or contemplated litigation; to wit:

- College Station v. Star Insurance Co., Civil Action No. 4:11-CV-02023.

- Patricia Kahlden, individ. and as rep. of the Estate of Lillie May Williams Bayless v. Laura Sue Streigler, City of College Station and James Steven Elkins, No. 11-003172-CV-272, in the 272nd District Court of Brazos County, TX
- Cause No. 13-002978-CV-361, Deluxe Burger Bar of College Station, Inc. D/B/A Café Eccell v. Asset Plus Realty Corporation, City of College Station, Texas and the Research Valley Partnership, Inc., In the 361st Judicial District Court, Brazos County, Texas
- Bobby Trant, Individually and as Executor of the Estate of Harold B. Trant, Deceased, and of the Estate of Rosealice Trant, Deceased, Patsy Trant Langford and Robin Trant Johnson v. Brazos Valley Solid Waste Management Agency, Inc. d/b/a BVSWMA, Inc., Cause No. 33014, In the District Court, Grimes County, Texas, 12th Judicial District

B. Consultation with Attorney to seek legal advice; to wit:

- Legal advice related to a pole attachment collection matter
- Legal Advice related to lease of various city-owned property interests

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

- Lease of city-owned property interests located generally in the area surrounding Wellborn Road and Harvey Mitchell Parkway in College Station
- Lease of city-owned property interests located generally in the area between State Highway 6 and Rock Prairie Road East in College Station

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

- Council self-evaluation

The Executive Session adjourned at 5:56 p.m.

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

No action was required from Executive Session.

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

Items 2j and 2s were pulled for clarification.

2j: Troy Rother, Senior Assistant City Engineer, clarified the contract regarding the game day traffic study.

2s: Dave Coleman, Director of Water Services, explained about the water monitors and how they track excess water flow.

5. Presentation, possible action, and discussion regarding a reclaimed water supply agreement with Apache Corporation. Related to Consent item 2t.

Dave Coleman, Director of Water Services, provided background information on reclaimed water and how it is diverted for other uses. He reported that Apache will be drilling and

fracking a large number of oil wells in the area east of Carters Creek Wastewater Treatment Plant. The operations may last two years. Staff has negotiated a proposed contract with Apache to pay all costs to construct and operate a pump station adjacent to Carters Creek to withdraw the effluent from the final basin of the treatment process and transport it to various storage ponds constructed on private property. The City will provide three million gallons per day, which can be increased to five if adequate surplus flow exists. Apache will pay \$2.50 per thousand gallons. This rate is estimated to result in approximately \$5 million of Water Fund revenue. The contract also requires Apache to obtain a permit from the TCEQ to transport and use Type II Effluent, which has special treatment and handling requirements. He stated that this contract will be an excellent revenue stream for the City, will promote economic growth in the Brazos Valley, and is an environmentally sound solution for Apache's water needs. The City has full rights to sell this effluent, and the proposed agreement will not hinder any other existing obligations for this water. He noted this is also on the agenda for action.

6. Presentation, possible action and discussion regarding the project plan for the Ringer Library project.

Donald Harmon, Director of Public Works, provided the project background and requested Council direction based on the Library Audit Report. The project plan for the Ringer Library presented tonight addressed those recommendations found in the audit. There were thirteen audit recommendations with eleven specific redesign recommendations. Staff recommends proceeding with the design within the framework of the audit report recommendations. Council consensus was to have staff proceed.

7. Council Calendar

- **June 17** **Transportation & Mobility Committee Meeting at Municipal Court Room 203**
- **June 18** **RVP Board Meeting at RVP**
- **June 18** **2014 Speaker Series at Traditions Club - 3249 Founders Drive (Bryan)**
- **June 19** **Health & Safety Expo at Brazos Center**
- **June 19** **Business After Hours - Scott & White at 700 Scott & White Drive**
- **June 19** **P & Z Workshop/Regular Meeting at Council Chambers**
- **June 25** **Ribbon Cutting – JB Knowledge at 112 N. Bryan Ave (Bryan)**
- **June 26** **TAMU Community Leadership Briefing at TBA**
- **June 26** **Executive Session/Workshop/Regular Meeting at 4:30, 6:00 & 7:00 p.m.**

Council reviewed the calendar.

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

Councilmember Mooney requested a workshop item on Safety City.

9. Discussion, review and possible action regarding the following meetings: Animal Shelter Board, Arts Council of Brazos Valley, Arts Council Sub-committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Blinn College Brazos Valley Advisory Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Compensation and Benefits Committee, Convention & Visitors Bureau, Design Review Board, Economic Development Committee, Gigabit Broadband Initiative, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Partnership, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Twin City Endowment, Youth Advisory Council, Zoning Board of Adjustments.

Mayor Berry reported on the MPO.

Councilmember Aldrich reported on the Arts Council.

Councilmember Brick reported on the Regional Transportation Committee.

10. Adjournment

MOTION: There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 6:44 p.m. on Thursday, June 12, 2014.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
JUNE 12, 2014

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

Blanche Brick
Steve Aldrich
Karl Mooney
John Nichols
Julie Schultz
James Benham

City Staff:

Kelly Templin, City Manager
Carla Robinson, City Attorney
Chuck Gilman, Deputy City Manager
Sherry Mashburn, City Secretary
Tanya McNutt, Deputy City Secretary

Call to Order and Announce a Quorum is Present

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Berry at 7:03 p.m. on Thursday, June 12, 2014 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

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

Proclamation recognizing the College Station High School Cougars for winning the Class 3A state baseball championship.

Mayor Berry presented a proclamation to the College Station High School Cougars baseball team, recognizing them for the Class 3A championship.

Citizen Comments

Christine Stetter, 8606 Amber Hill, provided written comments, attached.

Lynn Lawler, 2104 Spring Creek, provided written comments, attached.

Gary Halter, 1204 Ashburn, reported on the town hall meeting of the Former Mayors Committee in April with almost 60 people in attendance. He noted there are a lot of angry people in the City. The City is not doing enough to enforce neighborhood integrity, and City ordinances are not being enforced. He also provided written comments, attached.

Katy Lane, 2810 Wilderness Drive, expressed her concern with having a Blinn campus in their neighborhood, affecting traffic and neighborhood integrity. The online petition has gotten almost 300 signatures. She asked the Council to advocate for the neighborhoods, and represent the surrounding residents, and not alienate them.

Dan Severn, 578 John Kimbrough, did not speak, but provided a pamphlet to the Council.

Daniel Lench, 8728 Bent Tree Drive, President of the Emerald Forest HOA, spoke against the Blinn acquisition of the Lynntech property. The neighborhood has concerns regarding the increased traffic. The current infrastructure was not designed for 5,000+ students. The City will be forced to subsidize infrastructure improvements. There are other attractive options available to Blinn that will not negatively impact area neighborhoods.

Ben Roper, 5449 Prairie Dawn Court, came before Council to honor the service and sacrifice of Chief Warrant Officer Scott Jamar.

Denise Snyder, 8404 Turtle Rock Loop, asked the Council to place quality of life before growth. They will be unprecedent traffic noise and congestion. Blinn has stated this is not a permanent location. When Blinn leaves, they will be left with empty buildings. Bryan has already expended millions for new infrastructure. She is also concerned with fracking in the area. They are using valuable water. We need local regulations to be sure the effluent is stored safely, and we need local regulations to safeguard our water supply. There is also a need for local air monitors. She also supports lowering the speed limit on Earl Rudder Freeway to 65 mile per hour.

Patrick Siegert, 1101 Guadalupe, noted that the City logo says "Home of Texas A&M University". That is the identity of College Station. This is not a neighborly thing for Blinn to have done, and will never be. Bryan has provided the land and infrastructure for a permanent campus home. He addressed the loss of revenue and noted this take a performing asset in College Station and makes it a non-performing asset. He asked the City to rescind their support for Blinn's move and to encourage their move to Bryan.

CONSENT AGENDA

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

- **May 22, 2014 Workshop**
- **May 22, 2014 Regular Council Meeting**

2b. Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and BerryDunn in the amount not to exceed \$645,638 for the purposes of providing Project Management services for the replacement of the City's current ERP system. Contract is for 24 months.

2c. Presentation, possible action, and discussion regarding Ordinance 2014-3574, amending Ordinance 2014-3556 located in Chapter 4 "Business Regulations" of the College Station Code of Ordinances, Section 17 titled "Credit Access Businesses". The Amendment would set an annual registration fee of fifty dollars (\$50.00) for each physically separate credit access business within the City limits of College Station, Texas.

2d. Presentation, possible action, and discussion regarding Ordinance 2014-3575, amending the existing natural gas franchise ordinance between the City of College Station and Atmos Energy Corporation.

2e. Presentation, possible action, and discussion regarding approval of a purchase from Accudata Systems for Network Access Control (NAC) system licenses, configuration services and training in the amount of \$62,908.83.

2f. Presentation, possible action and discussion regarding the approval of annual retreaded tire services from Strouhal Tire Recapping Plant, Inc. through the State of Texas (TxMAS) Tire Contract in the amount of \$70,000.

2g. Presentation, possible action and discussion to approve Resolution 06-12-14-2g by the City Council of the City of College Station, Texas, directing publication of notice of intention to issue certificates of obligation, series 2014; and providing an effective date.

2h. Presentation, possible action, and discussion regarding approval of Resolution 06-12-14-2h, declaring intention to reimburse certain expenditures with proceeds from debt for the Royder Road/Live Oak Sewer Extension project.

2i. Presentation, possible action, and discussion regarding a Letter Agreement between the City of College Station and Ingram, Wallis & Co., P.C. in the amount of \$95,000.00 for the purposes of Professional Auditing Services for the fiscal year ending on September 30, 2014.

2j. Presentation, possible action and discussion on an ILA with the Texas A&M University System to partner in funding a follow-up study to evaluate and improve game day operations pre- and postgame. The City's portion of the project cost is \$35,000.

2k. Presentation, possible action, and discussion on the consideration of Ordinance 2014-3576, amending Chapter 10, "Traffic Code", Section 2 "Traffic Control Devices", C "Four-Way Stop Intersections", Traffic Schedule II - "Four-Way Stop Intersections", of the Code of Ordinances of the City of College Station, Texas, by implementing an all-way stop control intersection at the intersection of Church Avenue and Tauber Street.

2l. Presentation, possible action and discussion regarding the approval of a Deed without Warranty that will convey an 20' wide (0.195 acres) strip of land located along George Bush Drive to the College Station Independent School District.

2m. Presentation, possible action and discussion regarding the first renewal of the annual price agreement for the Purchase of Crushed Stone for City Streets with Superior Crushed Stone, LC for an amount not to exceed \$462,000.

2n. Presentation, possible action, and discussion on a Professional Services Contract with Binkley and Barfield, Inc., in the amount of \$130,705, for the design, bidding, and construction phase services associated with the Eisenhower Street Extension Project.

2o. Presentation, possible action, and discussion regarding the cancellation of blanket purchase order #140005 with Joe Orr, Inc. and the approval of two contracts between the City of College Station and Joe Orr, Inc and Binkley & Barfield, Inc. for a total amount of \$100,000.

2p. Presentation, possible action and discussion on the Treasury Management Agreement between the City of College Station and Branch Banking & Trust (“BB&T”).

2q. Presentation, possible action and discussion on a notification for a change order from TxDOT on the Rock Prairie Road Bridge project in the amount of \$53,975.55, and authorizing the city manager to execute the acknowledgement notification on behalf of the City Council.

2r. Presentation, possible action, and discussion on a bid award for the purchase of steel, fiberglass, and concrete electric distribution poles to Creative Pultrusions, \$143,920.05; KBS Electrical Distributors, \$163,578; RS Technologies, \$317,115.23; and TransAmerican Power Products, Inc., \$106,522 for a total of \$731,135.28.

2s. Presentation, possible action, and discussion regarding a professional services contract with InterraHydro, Inc. in the amount of \$184,815.50 for an investigative study of wastewater collection system capacity in the Northgate and Southwood Valley areas.

2t. Presentation, possible action, and discussion regarding a reclaimed water supply agreement with Apache Corporation. Related to Workshop item 5.

2u. Presentation, possible action, and discussion regarding approval of budget transfers between several departments within the General Fund.

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

REGULAR AGENDA

Item 4 was pulled for discussion first, followed by items 1, 2, 3, 5, and 6.

1. Public hearing, presentation, discussion, and possible action regarding Ordinance 2014-3577, amending Chapter 12, “Unified Development Ordinance,” Section 4.2, “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R Rural to GS General Suburban and T Townhouse

for an approximate 21.8 acre tract of land in the Crawford Burnett League, Abstract No. 7, College Station, Brazos County, Texas. Said tract being a portion of the remainder of a called 22.97 acre tract as described by a deed to Charles I. Turner and Mary E. Turner recorded in Volume 3331, Page 61 of the Official Public Records of Brazos County, Texas, generally located at 3270 Rock Prairie Road West.

Morgan Hester, Planning and Development Services, reported this request is to rezone the property from Rural to General Suburban and Townhouse.

The Planning and Zoning Commission considered this item at their May 15, 2014 meeting and voted 5-0 to recommend approval of the rezoning.

At approximately 9:32 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 9:32 p.m.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Benham, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2014-3577, amending Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R Rural to GS General Suburban and T Townhouse for an approximate 21.8 acre tract of land in the Crawford Burnett League, Abstract No. 7, College Station, Brazos County, Texas. Said tract being a portion of the remainder of a called 22.97 acre tract as described by a deed to Charles I. Turner and Mary E. Turner recorded in Volume 3331, Page 61 of the Official Public Records of Brazos County, Texas, generally located at 3270 Rock Prairie Road West. The motion carried unanimously.

2. Public hearing, presentation, discussion, and possible action regarding Ordinance 2014-3578, amending Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by rezoning an approximate 2.961 acre tract of land in the Robertson Stevenson Survey, Abstract No. 54, College Station, Brazos County, Texas; said tract being the same tract of land called 2.961 acres as described by deed to Aggie Assets, LLC, recorded in Volume 8070, Page 226, of the Official Public Records of Brazos County, Texas, and generally located at 2668 Barron Road from R Rural to GS General Suburban.

Jennifer Paz, Planning and Development, reported this request is to rezone the property from Rural to General Suburban.

The Planning and Zoning Commission considered this item at their June 5, 2014 meeting and recommended approval of the rezoning.

At approximately 9:34 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 9:34 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember

Aldrich, the City Council seven (7) for and none (0) opposed, to adopt Ordinance 2014-3578, amending Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by rezoning an approximate 2.961 acre tract of land in the Robertson Stevenson Survey, Abstract No. 54, College Station, Brazos County, Texas; said tract being the same tract of land called 2.961 acres as described by deed to Aggie Assets, LLC, recorded in Volume 8070, Page 226, of the Official Public Records of Brazos County, Texas, and generally located at 2668 Barron Road from R Rural to GS General Suburban. The motion carried unanimously.

3. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2014-3579, vacating and abandoning a 574.6-square foot drainage and public utility easement on Lot 2, Block F of the College Heights Addition Subdivision according to the plat recorded in Volume 466, Page 145 of the Deed Records of Brazos County, Texas, located at 511 University Drive East.

Alan Gibbs, City Engineer, reported that this easement abandonment accommodates the improvements planned for the existing commercial building located at 511 University Drive East. There are no public or private utilities in the subject portion of easement to be abandoned.

At approximately 9:37 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 9:37 p.m.

MOTION: Upon a motion made by Councilmember Brick and a second by Councilmember Aldrich, the City Council seven (7) for and none (0) opposed, to adopt Ordinance 2014-3579, vacating and abandoning a 574.6-square foot drainage and public utility easement on Lot 2, Block F of the College Heights Addition Subdivision according to the plat recorded in Volume 466, Page 145 of the Deed Records of Brazos County, Texas, located at 511 University Drive East. The motion carried unanimously.

4. Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 4, "Business Regulations", Section 4-19, "Rental registration of single-family and duplex dwelling units" of the Code of Ordinances of the City of College Station by including administrative penalties, requiring a notarized affidavit, and authorizing the administrator to request a copy of the lease.

This item was pulled in order to be discussed first.

Lance Simms, Director of Planning and Development, reported that the ordinance amends the existing rental registration ordinance by including:

- An administrative penalty (citation) provision;
- A requirement that the a notarized affidavit be provided as part of the registration; and
- A requirement that a copy of the current lease(s) be provided upon request.

At the Council's workshop meeting on April 10th, staff presented a series of recommended changes to the rental registration ordinance. Following the discussion, Council directed staff to make the changes contained in the attached ordinance.

At approximately 8:16 p.m., Mayor Berry opened the Public Hearing.

Donald Derickson, 6103 Canterbury Drive, representing the Bryan/College Station Apartment Association, said they have four. First the association is in favor of the rental registration program, but the way it is worded does not include all the properties it should. Secondly, they are against having an affidavit; it is redundant by nature. Third, they agree that violators should be prosecuted, but the City has not been able to enforce the code. They have never been able to enforce it. Lastly, it is a violation of the Federal Privacy Act to release those lease agreements.

Jeff Claybrook, 903 Fairview, spoke on behalf of the Student Government Association. As he understands it, the affidavit is simply a means of providing the definition of family. As that pertains to students, they are concerned with cost and the convenience of living close to campus. It is more affordable to split the cost of rent when there are more than four tenants. Restricting number of renters will increase the cost of living and will hinder students from locating close to campus. Five bedroom homes are being built now, so why should the limit be four. This will make it more difficult for students to find houses. The survey did not get student input. They conducted their own survey yesterday.

Paul Morris, 1511 Wayfarer, provided written comments.

Hugh Lindsay, 400 Walton Drive, recited several instances that have occurred in his neighborhood. He was told the police could not ticket an illegally parked car until it was determined who the owner was. Code enforcement told him there was nothing they could do even if it was confirmed there were more than four people other than writing a letter to the landlord. However, he was cited for an infraction on his own property.

Lauren Felder, 806 Thomas, Communication Relations chair for the ASG. As a member of the local community and as a student, she has seen a blatant disregard for the property leased by students. She has also seen and had positive experiences with home owners. She supports the ordinance if there are some modification to the leasing agreement. Students should not suffer all the blame, but the current environment encourages it, e.g. five-bedroom homes and landlords turning a blind eye to more than four tenants. She wants to work with the City and the students and enforcement.

Patsy Deere, 1500 Frost, said she has several pieces of property in College Station. She has had students asked to have five tenants, and she has declined. They had no idea there was a limit of four. She has spoken with a property management company that offered to work around the regulations in order to rent to five people.

Donald Deere, 1500 Frost, stated that as a rental property owner who abides by the current ordinance, he is in favor of the strengthened ordinance. However, regarding the affidavit, he can't really swear there aren't more than four tenants. He can swear to renting to four and getting rent from four, but he can't guarantee there is not a fifth person there. He also recommended language that would say "present" rather than "provide". He would also like to amend it to say "reasonable information". The other is too open ended.

Charles Wilding, 4912 Augusta Circle, owns a lot of properties. His first concern is regarding the affidavit; he would like to have the tenant sign it with him. The pressure is being placed on

the owner and not on the tenants in any way. Secondly, he noted the annual registration fee is \$15 per property. He asked why does it need to be annually if there is not an ownership change. He also noted that leases are a legal document between himself, the student, and the parents.

Sarah Norman, 2700 Earl Rudder Freeway, representing the Bryan/College Station Regional Association of Realtors; she also owns rental property. The most important thing as a realtor is understanding that without students, we would not be here. She does support quality neighborhoods and quality of life for students. We need to enforce the ordinance and not require additional regulations. There should be more education and more communication with owners and students. It appears to be a lot of uncertainty about expanding the ordinance, and she asked Council to table this until there is some direct decision on what needs to be done, how it will be done, and the purpose of it being done.

Anne Jackson, 4343 Oaklake Drive, stated she follows the codes, and her lease covers a lot of the enforcement the City is trying to do. She charges back to the renters for infractions. The City needs to put more dollars into code enforcement. She asked Council to not make them fill out more papers when they are doing it right.

Sherry Ellison, 2705 Woodway Drive, has some rental property. Some people do a good job, but some don't. As neighbors, they are concerned with living with this on a daily basis. There are those who do not have a sense of responsibility. Owners are the ones responsible because they are the ones who should initially ask if the tenants will be good tenants. Owners cannot just say it is the renters fault.

Suzanne Droleskey, 1109 Ashburn Avenue, said she is living in an older established neighborhood, and they are not anti-students, but are they are anti-bad neighbors. The code enforcement officers do not have the teeth to enforce the codes. The City has been working on this since 1994. It is important to pass this ordinance to give them the teeth they need. Most tenants are law-abiding, but the laws are not written for the law-abiding.

There being no further comments, the Public Hearing was closed at 8:43 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Aldrich, the City Council seven (7) for and none (0) opposed, to table any action on this item, and amended to table until the June 26 meeting. The motion carried unanimously.

Council provided direction to staff on recommended changes.

5. Presentation, possible action, and discussion regarding a presentation related to an overview and the associated potential economic impacts of oil and gas resource development.

Chris Jarmon, Assistant to the City Manager, presented an overview of the drilling process and the drilling activity the staff has observed. Most of the activity occurred in north Brazos County. He also briefed the Council on potential revenue. To date, mineral royalties have been very small. Revenues can also be realized through ad valorem taxes, but it was noted that mineral values account for a little under 1% of our total net taxable value. The City will also gain revenue through people with sales tax and HOT tax. The Texas Railroad Commission is the

primary regulatory agency, but they do not regulate things like traffic, noise, odor, scenic impact, or zoning.

6. Presentation, possible action, and discussion on a tentative schedule for a 2015 bond election and the creation of a citizen advisory committee.

Chuck Gilman, Deputy City Manager, reported that staff has developed a preliminary schedule that must be completed before the bond election. The schedule includes activities, tasks, and meetings with Council-appointed boards and commissions, and with the community-at-large. There will be a final list of recommended projects for Council to consider before the ballot language is adopted.

7. Adjournment.

MOTION: There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 10:10 p.m. on Thursday, June 12, 2014.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary



Legislation Details (With Text)

File #:	14-494	Version:	1	Name:	Upgrade Security Cameras at Water Facilities
Type:	Contract	Status:		Status:	Consent Agenda
File created:	5/23/2014	In control:		In control:	City Council Regular
On agenda:	6/26/2014	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding award of a contract in the amount of \$192,832 to Avinext Inc., to upgrade cameras and other components of the video surveillance security system at various Water Department facilities.				
Sponsors:	Adam Falco				
Indexes:					
Code sections:					
Attachments:	Contract 14-332.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding award of a contract in the amount of \$192,832 to Avinext Inc., to upgrade cameras and other components of the video surveillance security system at various Water Department facilities.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation: Staff recommends Council approve this contract award.

Summary: In the FY-14 Budget process, City Council approved a Service Level Adjustment for the Water Services Department to replace outdated security cameras at various facilities. This proposed contract will provide the following upgrades:

- Carters Creek Wastewater Treatment Plant: 9 cameras, 2 servers, 1 storage device
- Lick Creek Wastewater Treatment Plant: 4 cameras, 1 server, 1 storage device
- Dowling Road Pump Station: 13 cameras, 1 server, 1 storage device
- Sandy Point Pump Station: 4 cameras, 1 server, 1 storage device
- Both Water Towers: SD cards for all existing cameras
- Wells 1, 2, 3, 5, 6, and 7: SD cards for all existing cameras
- Well 8: 2 cameras
- Dispatch Center: 12 monitors in video wall configuration, and 1 server

The Water Services Department uses video surveillance as part of the multi-layered approach to facility security. Several hardware components of the existing video system have failed, or are at the end of their expected service life. This contract will replace most components of the system with new generation cameras and storage drives that use digital communications. This will make the video

system easier to integrate into the Supervisory Control and Data Acquisition (SCADA) system, and provide easier to access to the facility cameras from a broader scope of work stations, including on-call laptops, and Utility Dispatch. In summary, this contract will provide a surveillance system with current technology equipment, and make it easier to integrate the new hardware into a more manageable and accessible network and staff recommends approval.

The attached quote from Avinext is Pre-Competed, under the cooperative purchasing agreement with Texas A&M University: Master Agreement M000552-AV and Master Agreement M100299-IT.

Budget & Financial Summary: The construction of this project was approved and funded through the Budgetary SLA process for \$192,000.

Attachments: Contract

**CITY OF COLLEGE STATION
GENERAL SERVICE CONTRACT
CONTRACT # 14-332**

This General Service Contract is by and between the **City of College Station**, a Texas Home-Rule Municipal Corporation (the "City"), and **Avinext** (the "Contractor"), for the following work: **Water Services Video Surveillance System Upgrades 2014** as described in the Scope of Services attached as **Exhibit "A"**.

**ARTICLE I
PAYMENT AND TERM**

1.1 Consideration. In consideration for the services performed in the Scope of Services and Contractor's completion of work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed **One Hundred Ninety two thousand Eight Hundred and thirty two and 00/100 Dollars (\$192,832.00)**.

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

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

1.4 Time is of the Essence. The Contractor must complete all the services described in the Scope of Services by the following dates: **December 31, 2014**.

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

**ARTICLE II
CHANGE ORDERS**

2.1 Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City or otherwise alter the financial scope of the services except in the event of a duly authorized change order approved by the City as provided in this Contract.

(a) City Manager Approval. When the original Contract amount plus all change orders is \$50,000 or less, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than \$50,000. For such contracts, when a change order results in a total contract amount that exceeds \$50,000, the City Council of the City must approve such change order prior to commencement of the services or work; and

(b) City Council Approval. When the original contract amount plus all change orders is equal to or greater than \$50,000, the City Manager or his designee may approve the written change order provided the change order does not exceed \$50,000, and provided the sum of all change orders does not exceed 25% of the original contract

amount. For such contracts, when a change order exceeds \$50,000 or when the sum of all change orders exceeds 25% of the original contract amount, the City Council of the City must approve such change order prior to commencement of the services or work.

(c) **Increase in Scope.** Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in Article II of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.

(d) **Dispute.** If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

ARTICLE III INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

3.1 Independent Contractor. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the services described in the Scope of Services. The City will not control the manner or the means of the Contractor's performance, but shall be entitled to a work product as in the Scope of Services. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture.

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

ARTICLE IV INSURANCE

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

4.2 The Contractor's insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. The Required Limits of Insurance are attached in **Exhibit "C"**. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit "D"**.

ARTICLE V INDEMNIFICATION AND RELEASE

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

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

ARTICLE VI GENERAL TERMS

6.1 Performance. Contractor, its employees, associates, or subcontractors shall perform all the services described in the Scope of Services in a professional manner and be fully qualified and competent to perform those services. Contractor shall undertake the work and complete it in a timely manner.

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

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

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

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

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

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

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

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

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

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

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

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

City of College Station
Attn: Michael Kellogg
PO BOX 9960
1101 Texas Ave
College Station, TX 77842
mkellogg@cstx.gov

Avinext
Attn: John Crockett
1400 University Drive East
College Station, TX 77840
crockett@avinext.com

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

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

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

List of Exhibits

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

Avinext

By: *John Cockett*

Printed Name: John Cockett

Title: G.M.

Date: 6/13/14

CITY OF COLLEGE STATION

By: _____

City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Executive Director Business Services
Date: _____

EXHIBIT A
SCOPE OF SERVICES

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



AV SAVVY. NETWORK SMART.

Water Services Video Surveillance System Upgrades 2014

Quote 149796 - \$157,466.00

Quote 152072 - \$35,366.00

Project Total - \$192,832.00

Customer

City Of College Station
Water Services Dept.
1101 Texas Ave. College Station Tx.
77840
Mike Kellogg

Vendor

Avinext
1400 University Dr E, College Station
Tx. 77840
979-846-9727
TXPSB # B13706

Designed by:

Security Consultant

Derek Gaul

Summary: Avinext is responsible for the installation and commissioning of the video surveillance system. Recorded video may be searched, archived, and distributed by designated users. Cameras will be installed on customer's property according to pre-planned phases and the drawings submitted and approved by customer. Camera installation will follow the scope outlined in the Video Surveillance Statement of Work set forth by Avinext and City Of College Station Water Services.



AV SAVVY. NETWORK SMART.

Video Surveillance Statement of Work

A. Key Work Assumptions:

This Scope of Work is predicated on the following assumptions and dependencies:

1. Avinext will attempt to perform any portion of the tasks in this Statement of Work that could disrupt normal business after normal business hours. The remainder of the work will be performed Monday through Friday during normal Avinext business hours, 8:00 a.m. to 5:30 p.m., exclusive of Avinext holidays unless Customer and Avinext mutually agree otherwise. (After Hour/Holiday Labor rates may apply)
2. In case of scheduling changes, the customer will contact Avinext within 3 business days of the scheduled start of project; if the Customer does not comply, a fee could be incurred.
3. Cabling is in place to support the installation of the equipment purchased through the Bill of Materials.
4. During installation, each site must be prepared for "expected downtime" during the process. This includes, but is not limited to, all appropriate backups. Avinext will do everything possible to minimize downtime.

B. Pre Installation Requirements:

Avinext requires that the Customer addresses the following items prior to any scheduled onsite activities:

1. Customer will provide any and all miscellaneous network/Telco cabling equipment that is not specifically outlined in the Bill of Materials.
2. Customer cable infrastructure is certified to meet Cat5e/Cat6 IEEE requirements to all locations requiring network/Telco connectivity and is properly labeled and identified.
3. Customer will provide power requirements for all equipment as is required.
4. Customer will provide a static IP address for each Camera.
5. Customer will provide 2 static IP addresses for each Server (1 address in City VLAN & 1 address in the DMZ)
6. Customer will provide a static IP address for each Wireless device.
7. Customer will ensure adequate POE and Ports are available on all switches as listed in the IPVS Design Workbook.
8. Customer will provide adequate rack space where necessary to install equipment.
9. Customer will provide Avinext with floor plans of the all site prior to our arrival.

C. Avinext Responsibilities:

Avinext will perform the following tasks to complete the implementation of this solution:

1. Perform necessary coordination to maintain a successful framework for this project's scheduling, reporting, and procedural activities.
2. Ensure equipment has been delivered to customer. See Section G-4.
3. Stage equipment for this project as ordered through Avinext.
4. Be responsible for the removal of packaging or shipping materials related to the equipment in the Bill of Materials of this project.



AV SAVVY. NETWORK SMART.

5. Verify network connectivity and functionality of customer applications relevant to the equipment in the Bill of Materials. See Section I:
6. Install Cameras, Servers, Cabling and Wireless as called out on drawings. See Section I-2
7. Add these cameras to the new VMS system and configure the archiving of the recordings.
8. Troubleshoot problems that may occur post cut-over associated with this project (items on the Bill of Materials)

D. Out of Scope Activities:

Avinext will not be responsible for performing the following out of scope activities based on this Statement of Work; however, they may be handled on a separate time and materials basis:

1. Avinext will not configure or troubleshoot equipment not associated with this project.
2. Avinext will not be responsible for the disposal of any removed customer owned equipment affected by this project.
3. Avinext has provided a Bill of Materials that includes the hardware and/or software that will be used during this implementation. Any deviation from these hardware requirements will require a change to the Bill of Materials and a Project Change Order Request.
4. Avinext will not be held responsible for changes in timeline when deploying equipment that cannot be connected when called for in the timeline due to environmental site conditions including, but not limited to, missing power outlets, missing Cat5/6 drops, missing poles, construction, and/or no access to the facilities. Any such events will require a Project Change Order Request and be subject to additional fees.
5. Provide detailed process for Change Control requirements and details of any other processes in place (including maintenance windows and holidays) that may have an impact on the implementation/schedule.
6. Any third party applications that are installed on the customer's network that cause delays to the upgrade process may result in additional fees and will require a change order.
7. Coordinating all tasks associated with any 3rd party vendors; any 3rd party vendor tasks that delay Avinext work will require a Project Change Order Request and be subject to additional fees.
8. Troubleshooting any issue(s) that may arise and are/is not deemed to be caused directly by this solution is not covered in this Statement of Work and will be billed on a time and materials basis, this includes issues related to Customer responsibilities; furthermore, troubleshooting any applications that are required for this project, but are inhibited by issues that are not a part of the applications themselves, will be covered outside of this Statement of Work
9. Avinext will not be responsible for backing up the customer's current data and Avinext will not be responsible for any data loss that may occur. In addition, all future disaster recovery for all existing and implemented solutions is the responsibility of the customer. If timeline is extended due to troubleshooting related to an unstable infrastructure or loss of data, additional fees may be incurred.
10. Avinext will only configure custom views referred to in the statement of work and/or IPVS Design Workbook. Additional custom views are the responsibility of the customer.



AV SAVVY. NETWORK SMART.

E. Customer Responsibilities:

Customer will be responsible for performing the following activities in regards to the completion of this project:

1. Customer will provide One Point of Contact that will be able to provide all access needed to successfully complete the installation as well as address any issues that may arise while Avinext is onsite.
2. Customer will provide appropriate security clearances to necessary facilities for Avinext personnel during the project's duration.
3. Customer will provide unrestricted physical access to areas required by Avinext to complete the installation, configuration and testing.
4. Customer must organize access with each local/building site contact so that Avinext can complete work efficiently; these site contacts shall be listed and emailed to Avinext prior to installation.
5. Customer is responsible for providing all power services to exact site of camera install where required.
6. Cameras will have a default configuration of H.264 at 15fps stored for 30 days using motion detection, the IPVS Design Workbook will detail each cameras resolution and other specific information per each camera.
7. The network infrastructure will support the specified video at the specified resolution(s) and frame rate(s). (100Mb minimum to All Cameras, 1GB minimum to All Servers and workstations, as well as back bone between sites)
8. Workstations provided by customer for monitoring and administration stations must meet or exceed minimum specifications provided.
9. Customer will assume responsibility for the physical security of any and all equipment drop shipped for this project.
10. Customer will have responsibility of coordinating all tasks associated with any 3rd party vendors; any 3rd party vendor tasks that delay Avinext work will require a Project Change Order Request and be subject to additional fees.
11. Customer will be responsible for scheduling and communicating any outages that may occur during this upgrade, where applicable.
12. Customer is responsible for providing and ratifying the requirements prior to implementation; changes to the requirements outside of the discovery phase of this project may incur additional fees.
13. Changes to the Design after it is accepted by customer may incur additional charges.
14. Customer will be responsible for having a verified backup of their data before Avinext arrival on site. Avinext will not be responsible for any data loss that may occur.
15. Customer is responsible for informing Avinext of any additional security/safety requirements that differ from the standard Avinext security/safety program; they can be checked below and/or on a separate sheet if necessary. (Please indicate below if a separate sheet is attached)

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Escort required | <input type="checkbox"/> Badge required | <input type="checkbox"/> ID required | <input type="checkbox"/> Hard hat |
| <input type="checkbox"/> Safety shoes | <input type="checkbox"/> Safety glasses | <input type="checkbox"/> Cell phone allowed | <input type="checkbox"/> Pictures allowed |
| <input type="checkbox"/> Other | | | |



F. Completion Criteria:

Project shall be deemed complete upon completion of any one of the following:

1. Avinext accomplishes the tasks in Section C: Avinext Responsibilities, and delivers all of the materials listed in Section G: Deliverables.
2. Customer or Avinext cancellation of project. See Section H.
3. Customer executes a Customer Acceptance Agreement (CAA). Upon successful testing of production system for five (5) business days, Avinext will provide a CAA that indicates the project is

successfully completed. Customer has (5) five business days to either sign and accepts or deny acceptance of project completion. Customer's failure to respond within the designated (5) five business day period, signifies Customers approval of the CAA. This authorizes Avinext to send invoice.

G. Deliverables:

1. Design documentation to be completed and accepted by Customer prior to Implementation.
2. As-built documentation (Finalized/Updated IPVS Design Workbook)
3. Customer Acceptance Agreement (CAA) to be signed by Customer upon completion.
4. Bill of Materials

H. Cancellation:

Should the project be terminated prior to completion, Customer will be responsible for all services performed between start date and termination date. All cancellation requests must be made in writing and submitted to Avinext Service Manager at kroll@Avinext.com.

I. IPVS Design Workbook.

1. Quote
2. Drawings, Floor Plans with Camera and cables placement
3. Camera Equipment Detail List

J. Equipment by site:

1. Product/Parts to be supplied by Avinext:
 - a. Carter Creek
 - i. 2 Servers
 - ii. 1 Storage Device
 - iii. 9 Cameras
 - iv. 9 SD Cards for all new Cameras
 - v. Wireless
 - vi. Camera 8 & 9 Provide Surveillance Cabinet for Customer to install power to
 - vii. Provide Wireless AP and accessories to be mounted on Existing tower. – **Avinext will not climb the tower**
 - viii. Cabling to all Cameras as indicated on Drawings
 - b. Lick Creek
 - i. 1 Server

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- ii. 1 Storage Device
- iii. 4 Cameras with SD Cards
- iv. 7 2GB SD cards for Existing Cameras
- v. Cabling to all New Cameras as indicated on Drawings
- c. Dowling Road
 - i. 1 Server
 - ii. 1 Storage Device
 - iii. 13 Cameras with SD Cards
 - iv. Wireless
 - v. Camera 11 & 12 Provide Surveillance Cabinet for Customer to install power to
 - vi. Camera 13 Provide Surveillance Cabinet for Customer to install power to
 - vii. Provide Wireless AP and accessories to be mounted on Existing tower. – **Avinext will not climb the tower**
 - viii. Cabling to all Cameras as indicated on Drawings
- d. Sandy Point Road
 - i. 1 Server
 - ii. 1 Storage Device
 - iii. 4 Cameras with SD Cards
 - iv. Wireless
 - v. 2 2GB SD cards for Existing Cameras
 - vi. Camera 5 & 6 Provide Surveillance Cabinet for Customer to install power to
 - vii. Provide Wireless AP and accessories to be mounted on Existing tower. – **Avinext will not climb the tower**
 - viii. Cabling to all Cameras as indicated on Drawings
- e. Park Place Elevated Storage
 - i. 3 2GB SD cards for Existing Cameras
- f. Greens Prairie Elevated Storage
 - i. 2 2GB SD cards for Existing Cameras
- g. Well Site #1
 - i. 1 2GB SD cards for Existing Cameras
- h. Well Site #2
 - i. 1 2GB SD cards for Existing Cameras
- i. Well Site #3
 - i. 1 2GB SD cards for Existing Cameras
- j. Well Site #5
 - i. 1 2GB SD cards for Existing Cameras
- k. Well Site #6
 - i. 1 2GB SD cards for Existing Cameras
- l. Well Site #7
 - i. 2 2GB SD cards for Existing Cameras
- m. Well Site #8
 - i. 2 Cameras with SD Cards
 - ii. Cabling to all New Cameras as indicated on Drawings
- n. Dispatch Center



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- i. 1 Video Wall Consisting of 12 Monitors Wall mounted
- ii. 1 Video Wall Server
- iii. 12 Pairs of DVI over Cat6
- iv. Mounts for Remounting existing 55" TVs
- v. 2 Intel NUC units, 1 for each of the existing 55" TVs
- vi. 1 Milestone Client Workstation with 2 monitors
- vii. 1 PTZ Joystick
- o Licenses for Milestone Software

2. Product/ Parts to be supplied by Customer:

- a General Requirements for all sites
 - i. POE Ports on all Switches that Cameras will connect to.
 - ii. Assigned Ports – Ported in the Camera VLAN
 - iii. Provide access during normal business hours
- b Carters Creek
 - i. 10 U of Rack Space
 - ii. 4 outlets in UPS
 - iii. Switches as indicated on Drawings
 - iv. Assign Ports for Avinext to Use that are in the Camera VLAN
 - v. Camera 7 – Pole and Conduit – Assumed to already be in place
 - vi. Camera 8 & 9 Provide rights to mount to existing utility pole.
 - vii. Camera 8 & 9 Provide 120v power and Duplex Outlet to Surveillance Cabinet that will be installed by Avinext
 - viii. Assist in mounting Wireless AP on Existing tower. – **Avinext will not climb the tower**
- c Lick Creek
 - i. 8 U of Rack Space
 - ii. 2 outlets in UPS
 - iii. Switches as indicated on Drawings
 - iv. Assign Ports for Avinext to Use that are in the Camera VLAN
- d Dowling Road
 - i. 8 U of Rack Space
 - ii. 2 outlets in UPS
 - iii. Switches as indicated on Drawings
 - iv. Assign Ports for Avinext to Use that are in the Camera VLAN
 - v. Camera 11, 12, 13 Provide rights to mount to existing utility pole.
 - vi. Camera 11 & 12 Provide 120v power and Duplex Outlet to Surveillance Cabinet that will be installed by Avinext
 - vii. Camera 13 Provide 120v power and Duplex Outlet to Surveillance Cabinet that will be installed by Avinext
 - viii. Assist in mounting Wireless AP on Existing tower. – **Avinext will not climb the tower**
- e Sandy Point Road
 - i. 8 U of Rack Space
 - ii. 2 outlets in UPS

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- iii. Switches as indicated on Drawings
 - iv. Assign Ports for Avinext to Use that are in the Camera VLAN
 - v. Camera 5 & 6 Provide rights to mount to existing utility pole.
 - vi. Camera 5 & 6 Provide 120v power and Duplex Outlet to Surveillance Cabinet that will be installed by Avinext
 - vii. Assist in mounting Wireless AP on Existing tower. – **Avinext will not climb the tower**
- f Park Place Elevated Storage
- i. No Requirements
- g Greens Prairie Elevated Storage
- i No Requirements
- h Well Site #1
- i. No Requirements
- Well Site #2
- i. No Requirements
- j Well Site #3
- i. No Requirements
- k Well Site #5
- i. No Requirements
- l Well Site #6
- i. No Requirements
- m Well Site #7
- i. No Requirements
- n Well Site #8
- i. Switch with 2 POE Ports
 - ii. Camera 1 – Pole and Conduit – Assumed to already be in place
 - iii. Assign Ports for Avinext to Use that are in the Camera VLAN
- o Dispatch Center
- i. 8 Duplex Outlets mounted on back side of wall. Refer to Drawings for TV Locations
 - ii. Preferred to have outlets on Generator to keep TV's on in the event of a power failure
 - iii. 2 Network Drops 1 behind the new location of the customer current TVs that will be remounted. Need 2 IP Addresses on City VLAN
 - iv. 1 Network Drop to Milestone Client workstation with IP Address on City VLAN
 - v. 1 Port in Server room that is on City VLAN for Video wall controller
 - vi. Assist in installation of software on 2 of the current computers that are on the City VLAN that will be used to control the video wall
 - vii. 1 Outlet in Server room on UPS for AV equipment
 - viii. 20 U of Rack Space in Current Server room
 - ix. 2 Brackets for the LCD Monitor Arms on the Dispatch Desks.
- p Computer requirements:



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Minimum PC Requirements for Milestone Client Software: -Customer Provided-

Component	Requirement
Operating System	-Windows Server 2008 R1/R2 (32-bit or 64-bit), -Windows Vista Business, Enterprise, Or Ultimate (32-bit or 64-bit) -Windows 7 Professional, Enterprise, Or Ultimate (32-bit or 64-bit) -Windows 8 Pro or Enterprise (32-bit or 64-bit)
CPU	Intel® Core2™ Duo, minimum 2.4 GHz or higher (more powerful CPU recommended for XProtect Smart Clients running high number of cameras and multiple views and displays)
RAM	Minimum 1 GB (higher RAM recommended for XProtect Smart Clients running high number of cameras and multiple views and displays)
Network	Ethernet (100 Mbit or higher recommended)
Graphics Adapter	AGP or PCI-Express, minimum 1280 x 1024, 16 bit colors
Hard Disk Space	1GB Free
Software	-Microsoft .Net 4.0 -DirectX 9.0 or newer

Minimum PC Requirements for Mura Control Software Video Wall Client: -Customer Provided-

Component	Requirement
Operating System	-Windows Server 2008 R2 (32-bit or 64-bit), -Windows 7 (32-bit or 64-bit) -Windows 8 and 8.1 (32-bit or 64-bit)
Software	-Microsoft .Net 4.0

K. Per Site Installation:

- a Avinext will provide the following installations at each of the following
Carter Creek
 - i. Install 2 Servers with 1 Storage Device
 - ii. Install 9 new cameras in accordance to Page 2- Carter Creek WWTP_1 of the IPVS Workbook
 - iii. Configure all Cameras installed according to the parameters specified in the IPVS Spreadsheet
 - iv. Configure and install Wireless Point to Point for cameras 8 & 9– **Avinext will not climb the tower**
 - v. Install Surveillance Cabinet for cameras 8 & 9
 - vi. Cabling to all Cameras as indicated on Drawings
- b Lick Creek
 - i. Install 1 Servers with 1 Storage Device
 - ii. Install 4 new cameras in accordance to Page 4 Lick Creek WWTP_1 of the IPVS Workbook
 - iii. Move Cameras 8 & 9 to the locations of 6 & 7 these cameras are dead.
 - iv. Configure all Cameras installed according to the parameters specified in the IPVS Spreadsheet



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- v. Configure all existing cameras according to the parameters specified in the IPVS Spreadsheet
 - vi. Cabling to all Cameras as indicated on Drawings
 - vii. Clean off the exterior of PTZ dome cameras- Any Existing Scratches, scuff marks or damage will not be the responsibility of Avinext
- c Dowling Road
- i. Install 1 Servers with 1 Storage Device
 - ii. Install 13 new cameras in accordance to Page 6- Dowling Road WWTP_1 of the IPVS Workbook
 - iii. Configure all Cameras installed according to the parameters specified in the IPVS Spreadsheet
 - iv. Configure and install Wireless Point to Point for cameras 11 & 12 and one for 13 – **Avinext will not climb the tower**
 - v. Install Surveillance Cabinet for cameras 11 & 12 and one for 13
 - vi. Cabling to all Cameras as indicated on Drawings
 - vii. Clean off the exterior of PTZ dome cameras and fixed cameras- Any Existing Scratches, scuff marks or damage will not be the responsibility of Avinext; Avinext will not reposition any of these cameras.
- d. Sandy Point Road
- i. Install 1 Servers with 1 Storage Device
 - ii. Install 4 new cameras in accordance to Page 8- Sandy Point Road WWTP_1 of the IPVS Workbook
 - iii. Configure all Cameras installed according to the parameters specified in the IPVS Spreadsheet
 - iv. Configure all existing cameras according to the parameters specified in the IPVS Spreadsheet
 - v. Configure and install Wireless Point to Point for cameras 5 & 6 – **Avinext will not climb the tower**
 - vi. Install Surveillance Cabinet for cameras 5 & 6
 - vii. Cabling to all Cameras as indicated on Drawings
- e Park Place Elevated Storage
- i. Install SD cards for all Existing Cameras
 - ii. Clean off the exterior of PTZ dome cameras- Any Existing Scratches, scuff marks or damage will not be the responsibility of Avinext
- f Greens Prairie Elevated Storage
- i. Install SD cards for all Existing Cameras
 - ii. Configure all existing cameras according to the parameters specified in the IPVS Spreadsheet
 - iii. Clean off the exterior of PTZ dome cameras- Any Existing Scratches, scuff marks or damage will not be the responsibility of Avinext
- g Well Site #1
- i. Install SD cards for all Existing Camera
 - ii. Configure existing camera according to the parameters specified in the IPVS Spreadsheet



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- iii. Clean off the exterior of PTZ dome camera- Any Existing Scratches, scuff marks or damage will not be the responsibility of Avinext
- h Well Site #2
 - i. Install SD cards for all Existing Camera
 - ii. Configure existing camera according to the parameters specified in the IPVS Spreadsheet
 - iii. Clean off the exterior of PTZ dome camera- Any Existing Scratches, scuff marks or damage will not be the responsibility of Avinext
- i Well Site #3
 - i. Install SD cards for all Existing Camera
 - ii. Configure existing camera according to the parameters specified in the IPVS Spreadsheet
 - iii. Clean off the exterior of PTZ dome camera- Any Existing Scratches, scuff marks or damage will not be the responsibility of Avinext
- j Well Site #5
 - i. Install SD cards for all Existing Camera
 - ii. Configure existing camera according to the parameters specified in the IPVS Spreadsheet
 - iii. Clean off the exterior of PTZ dome camera- Any Existing Scratches, scuff marks or damage will not be the responsibility of Avinext
- k Well Site #6
 - i. Install SD cards for all Existing Camera
 - ii. Configure existing camera according to the parameters specified in the IPVS Spreadsheet
 - iii. Clean off the exterior of PTZ dome camera- Any Existing Scratches, scuff marks or damage will not be the responsibility of Avinext
- l Well Site #7
 - i. Install SD cards for all Existing Camera
 - ii. Configure all existing cameras according to the parameters specified in the IPVS Spreadsheet
 - iii. Clean off the exterior of PTZ dome cameras and fixed cameras- Any Existing Scratches, scuff marks or damage will not be the responsibility of Avinext; Avinext will not reposition any of these cameras.
- m Well Site #8
 - i. Install 2 new cameras in accordance to Page 18- Well Site #8 WWTP_1 of the IPVS Workbook
 - ii. Configure all Cameras installed according to the parameters specified in the IPVS Spreadsheet
 - iv. Cabling to all New Cameras as indicated on Drawings
- n Dispatch Center
 - i. Pull down Existing TVs. The 40" TV will be handed to the customer and not remounted
 - ii. Remount both of the 55" TVs on Swing mounts according to the Drawings and Install NUC behind wall of each TV for Customer to use.

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- iii. Install 12 Monitors in a video wall configuration centered on the wall in a 6x2 configuration
- iv. Install video wall server and all DVI cat6 receivers for the source inputs, and all DVI cat6 Transmitters for the outputs to the TV in the server room (Customer will provide this space in their rack)
- v. Pull 12 - cat 6 cables through existing conduits from the dispatch desk to the server room.
- vi. Pull 12 - cat 6 cables from server room to behind each TV for the DVI Receivers
- vii. Mount each Receiver directly behind the corresponding TV that it will provide a source to.
- viii. Label all cables to schematic.
- ix. Calibrate Screen & Adjust images for edge correction
- x. Configure Default Views and Templates for customer to use (Max - 4 Templates)
- xi. Install Milestone Client Workstation with 2 monitors and Joystick



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Acceptance Form

By signing this form you agree to all the terms listed before in the Video Surveillance Statement of Work. No Changes are to be made to this Statement of work; any discrepancies and/or additions shall be listed on a separate page and sent back to Avinext for approval. Any changes must be agreed upon by both parties and signed in addition to this document.

Accepted By:

Client Representative

_____ Full Name

_____ Title

_____ Signature

_____ Date

Avinext Representative

Derek Gw... Full Name

Security Consultant Title

[Signature] Signature

6-3-14 Date

EXHIBIT B
PAYMENT SCHEDULE

Payment is a fixed fee in the amount listed in Article II of this Contract. This amount shall be payable by the City pursuant to the completion of the services and written acceptance by the City.

EXHIBIT C
INSURANCE REQUIREMENTS

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

I. Standard Insurance Policies Required:

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

II. General Requirements Applicable to All Policies:

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

III. Commercial General Liability

- A. General Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.
- B. Policies shall contain an endorsement naming the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
- C. Limits of liability must be equal to or greater than \$500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$1,000,000.00. Limits shall be endorsed to be per project.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance
- E. The coverage shall include, but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

IV. Business Automobile Liability

- A. Business Automobile Liability insurance shall be written by a carrier rated "A:VIII" or better rating under the current A. M. Best Key Rating Guide.
- B. Policies shall contain an endorsement naming the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
- C. Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage.
- D. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page
- E. The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

V. Workers' Compensation Insurance

- A. Workers compensation insurance shall include the following terms:
 - 1. Employer's Liability minimum limits of liability not less than \$500,000 for each accident/each disease/each employee are required
 - 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy
 - 3. TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY"

EXHIBIT D
CERTIFICATES OF INSURANCE



Legislation Details (With Text)

File #: 14-520 **Version:** 1 **Name:** NextGen Maintenance Agreement Change Order
Type: Change Order **Status:** Consent Agenda
File created: 6/6/2014 **In control:** City Council Regular
On agenda: 6/26/2014 **Final action:**
Title: Presentation, possible action, and discussion regarding a change order to the Northgate Parking Garage equipment maintenance agreement with NextGen Parking, formerly ProTech Access, in the amount of \$16,593.00.
Sponsors: Debbie Eller
Indexes:
Code sections:
Attachments: [Attachment 1 - Change Order #1 - 12-036.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding a change order to the Northgate Parking Garage equipment maintenance agreement with NextGen Parking, formerly ProTech Access, in the amount of \$16,593.00.

Relationship to Strategic Goals: (Select all that apply)

- Financially Sustainable City
- Core Services and Infrastructure
- Diverse Growing Economy
- Improving Mobility

Recommendation(s): Staff recommends approval of Change Order # 1 to NextGen Parking Maintenance Agreement 12-036

Summary:

This change order to maintenance agreement 12-036 with NextGen Parking, formerly ProTech Access, would allow for a necessary upgrade of equipment in the Northgate Parking Garage to maintain Payment Card Industry - Data Security Standard (PCI-DSS) compliance. ScanNet is the system that currently operates the entry/exit equipment and payment equipment in the Northgate Parking Garage and it runs on the Windows XP operating platform, which is no longer supported by Microsoft. As a result, revenue controls systems running on Windows XP will fail to meet PCI-DSS requirements for credit card acceptance.

In order to maintain PCI compliance, NextGen provided three options for consideration to address the issue with the ScanNet system. Northgate District staff worked with IT staff to assess the three options and determine the best solution for the long-term

operation of the garage. It was determined that replacing the ScanNet system with the 3M Enterprise Facility Management System (EFM) would be the most efficient and economical solution for the future.

In order to install EFM, entry/exit equipment and payment equipment will require upgrades that are included in the change order. The system upgrade will take approximately 4 weeks and is expected to be complete prior to August and the new school year.

Budget & Financial Summary:

Funds budgeted in FY 2014 for non-parking related improvements have been delayed to ensure adequate funding in the Northgate District budget for this unanticipated upgrade.

Attachments:

Attachment 1: Change order #1 - Contract 12-036

CHANGE ORDER NO. DATE: 6/5/2014 Contract No. 12-036
P.O.# 130102 PROJECT: Northgate Parking Garage Paystation Maintenance Agreement

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

CONTRACTOR:
NextGen Parking
4401 S. Pinemont Drive, Ste 20 Ph: 713-776-8324
Houston, Tx 77041 Fax: 713-895-8499

PURPOSE OF THIS CHANGE ORDER:
A. Element/Enterprise FMS Upgrade to garage equipment
B.
C.

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	25	Element Softwar Per Device (including EAC)	\$467.00	25		(\$11,675.00)
2	1	Element Credit Card Processing Software	\$834.00	1		(\$834.00)
3	1	Element Area Controller	\$4,084.00	1		(\$4,084.00)
TOTAL						(\$16,593.00)

THE NET AFFECT OF THIS CHANGE ORDER IS 37 % INCREASE.

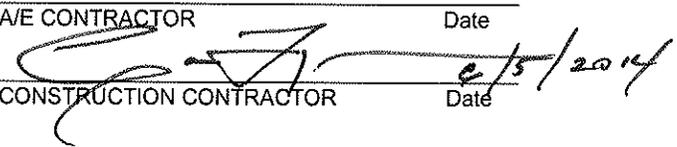
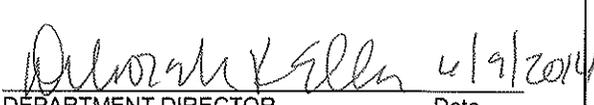
LINE 1 202-4362-572-41-90	\$11,675.00
LINE 2 202-4362-572-41-90	\$834.00
LINE 3 202-4362-572-41-90	\$4,084.00
TOTAL CHANGE ORDER	\$16,593.00

ORIGINAL CONTRACT AMOUNT	\$45,091.00	
CHANGE ORDER NO. 1	\$16,593.00	0.367989177 % CHANGE
CHANGE ORDER NO. 2		0 % CHANGE
REVISED CONTRACT AMOUNT	\$61,684.00	0.367989177 % TOTAL CHANGE

ORIGINAL CONTRACT TIME	365	Days
Time Extension No. 1	0	Days
Revised Contract Time	365	Days

SUBSTANTIAL COMPLETION DATE
REVISED SUBSTANTIAL COMPLETION DATE

APPROVED

A/E CONTRACTOR _____ Date  6/5/2014 CONSTRUCTION CONTRACTOR _____ Date PROJECT MANAGER _____ Date CITY ENGINEER _____ Date	 6/9/2014 DEPARTMENT DIRECTOR _____ Date ASST CITY MGR - CFO _____ Date CITY ATTORNEY _____ Date CITY MANAGER _____ Date
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Legislation Details (With Text)

File #:	14-521	Version:	1	Name:	Annual Price Agreement for Cement Stabilized Sand
Type:	Renewal	Status:		Status:	Consent Agenda
File created:	6/9/2014	In control:		In control:	City Council Regular
On agenda:	6/26/2014	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding the renewal of annual price agreement 11-031 to Brazos Paving, Inc. for the purchase of Cement Stabilized Sand for an amount not to exceed \$147,960.00.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	BPI Annual Renewal #3.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the renewal of annual price agreement 11-031 to Brazos Paving, Inc. for the purchase of Cement Stabilized Sand for an amount not to exceed \$147,960.00.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the authorization to participate with the City of Bryan for the renewal of annual price agreement 11-031, with a vendor requested material price increase of 8%.

Summary: The City of Bryan requested bids (City of Bryan Bid #11-031) for an annual price agreement for Cement Stabilized Sand on May 17, 2011. Three bids were received from Texcon, Brazos Paving, Inc. and Knife River. Our Interlocal Purchasing Agreement with the City of Bryan allows the City to utilize contracts that have been competitively solicited by either entity. The lowest Total Annual Bid Price was received from Brazos Paving, Inc. Brazos Paving has a requested an 8% material price increase, as is allowed by the pricing agreement. The new pricing will be \$17.82 for material to be picked up by City crews and \$23.22 for material to be delivered to the job site by contractor crews. The amount estimated to be picked up by City of College Station crews for regular and emergency maintenance is 7,000 tons at \$17.82 for \$124,740.00. The amount estimated to be delivered by contractor crews to the job site would be 1,000 tons at \$23.22 for \$23,220. The total amount would not exceed \$147,960.00. This is

renewal three of four allowable renewals.

Budget & Financial Summary: Funds to purchase cement stabilized sand are budgeted and available in the General Fund within the Operations Budget of the Streets and Drainage Divisions.

Attachments:

1. City of Bryan Renewal Letter - BPI Extension #3

CITY OF BRYAN, TEXAS

CHANGE ORDER



Change Order Number: **1**

Date: **May 27, 2014**

Contract Name: **Annual Price Agreement for Cement Stabilized Sand**

Contract Number: **RFB #11-031**

Contractor: **Brazos Paving Inc.**

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT.

It is the intent of this change order to increase the contract amount by eight percent (8 %) for the **3rd Extension of the Annual Price Agreement for Cement Stabilized Sand**. This change permits the increase to the original contract unit pricing; all terms and conditions from the original Agreement #11-031 shall remain firm through the end of the extended contract period.

The Original Contract Sum was: **\$45,000.00**

Net Change by previously authorized Change Orders: **\$0.00**

The Contract Sum prior to this Change Order was: **\$45,000.00**

The Contract Sum will be increased by this Change Order: **\$3,600.00**

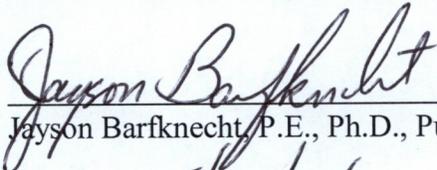
The new Contract Sum including this Change Order will be: **\$48,600.00**

The Contract Time will be changed by: Zero (**0**) Days

EXECUTED in duplicate original this 27th day of May, 2014, at Bryan, Texas, where this contract is performable and enforceable.

CITY OF BRYAN:

CHANGE RECOMMENDED and APPROVED:



Jayson Barfknecht, P.E., Ph.D., Public Works Director

Date: 05/27/14

SERVICE PROVIDER:

Vendor Name: Brazos Paving, Inc.

By: 

Printed Name: Billy Prewitt

Title: Vice President

Date: 5/27/14



Legislation Details (With Text)

File #:	14-522	Version:	1	Name:	Semi-Annual Price Agreement for Type D Hot Mix Asphalt
Type:	Renewal	Status:		Status:	Consent Agenda
File created:	6/9/2014	In control:		In control:	City Council Regular
On agenda:	6/26/2014	Final action:		Final action:	
Title:	Presentation possible action and discussion regarding a semi-annual price agreement with Knife River for the purchase of Type D Hot Mix Asphalt to be picked up by City Crews for the maintenance of streets in the amount not to exceed \$960,000.00.(\$64.00 per ton)				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Renewal Acceptance 7 10 14 to 1 9 15.pdf				

Date	Ver.	Action By	Action	Result
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Presentation possible action and discussion regarding a semi-annual price agreement with Knife River for the purchase of Type D Hot Mix Asphalt to be picked up by City Crews for the maintenance of streets in the amount not to exceed \$960,000.00.(\$64.00 per ton)

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the semi-annual price agreement.

Summary: Invitation to Bid #14-021 received two competitive sealed bids. Knife River was the lowest responsible bidder. The City requested a quote for both annual and a semi-annual estimates. Staff has reviewed the bids, and recommends the Knife River be awarded a semi-annual price agreement, which can be renewed every six months for no more than five renewals (three years total). Knife River bid an estimated 15,000 tons at \$64.00 per ton for a total not to exceed amount of \$960,000.00. Any after hours, or emergency startup costs will be paid from this not to exceed amount.

Budget & Financial Summary: Funds are budgeted and available in the Street Maintenance Fund.

Attachments:

1. Bid #14-021 Renewal Acceptance

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RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Bid 14-021, Semi-Annual Price Agreement for Hot Mix Type D to be picked up by City crews, in accordance with all terms and conditions previously agreed to and accepted, for an amount not to exceed Nine Hundred Sixty Thousand and No/100 Dollars (\$960,000.00).

<u>Line Item Pricing:</u>	
City Pick Up of Hot Mix Type D	\$64.00/ ton
Emergency or After Hour Plant	
Start Up Fee	\$1,800.00/ per event

I understand this renewal term will be for the period beginning July 10, 2014 through January 9, 2015. This is the first renewal.

KNIFE RIVER CORPORATION SOUTH

By: 
Printed Name: LORING KNUTSON
Title: MATERIALS MANAGER - BRYAN DIVISION
Date: 5/27/14



Legislation Details (With Text)

File #:	14-523	Version:	1	Name:	Renewal of Annual Purchase of Installed Type II FGSMAs Hot Mix Asphalt
Type:	Renewal	Status:		Status:	Consent Agenda
File created:	6/9/2014	In control:		In control:	City Council Regular
On agenda:	6/26/2014	Final action:		Final action:	
Title:	Presentation, possible action and discussion on a renewal for the annual purchase of installed Type II, FGSMAs Hot Mix Asphalt for an amount not to exceed \$526,000.00.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Renewal 13-323 2014.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion on a renewal for the annual purchase of installed Type II, FGSMAs Hot Mix Asphalt for an amount not to exceed \$526,000.00.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the annual price agreement.

Summary: The City of College Station joined Brazos County in their Bid for the Annual Purchase of Hot Mix Asphalt. Two (2) sealed competitive bids were received by Brazos County and opened on June 11, 2013. The lowest responsible bidder was Knife River. Knife River bid 4,000 tons of Type II, FGSMAs Hot Mix Asphalt at \$131.50/ton.

Budget & Financial Summary: Funds are budgeted and available in the Street Maintenance Fund.

Attachments:

1. Contract #13-323 Renewal Letter



May 20, 2014

ATTN:
Loring Knutson
Knife River Corporation-South
PO Box 674
Bryan, TX 77806

RE: Renewal –Brazos County Joint Bid 2013-52, College Station Contract 13-323
Annual Hot Mix, Type II, FGSMA, HMAC Installed

Dear Mr. Knutson,

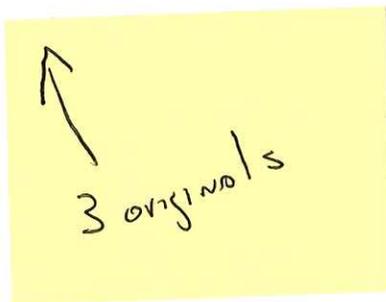
The City of College Station appreciates the services provided by Knife River Corporation-South this past year. We would like to exercise our option to renew the above referenced contract for the term of July 29, 2014 through July 28, 2015.

If this meets with your company's approval, please complete the following renewal agreement and return it no later than Friday, June 13, 2014 via e-mail to hpavelka@cstx.gov or via fax (979-764-3899). *Please follow up by mailing three original signed copies to my attention at the following address:*

City of College Station
Purchasing Division
PO Box 9960
College Station, TX 77842

Sincerely,

Heather Pavelka
Buyer



Attachment

PO Box 9960
1101 Texas Avenue
College Station, TX 77842

www.cstx.gov

.....

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Brazos County Joint Bid 2013-52, College Station Contract 13-323, Annual Hot Mix, Type II, FGSMA, HMAC Installed, in accordance with all terms and conditions previously agreed to and accepted, for an amount not to exceed Five Hundred Twenty Six Thousand and No/100 Dollars (\$526,000.00).

Line Item Pricing:

Hot Mix, Type II, FGSMA, HMAC delivered and installed \$131.50/ ton

I understand this renewal term will be for the period beginning July 29, 2014 through July 28, 2015. This is the first renewal.

KNIFE RIVER CORPORATION SOUTH

By: Mike Carroll
Printed Name: Mike Carroll
Title: Construction Manager
Date: 29 May 2014

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____



Legislation Details (With Text)

File #:	14-525	Version:	1	Name:	Street Parking Removal on Caudill and Lawyer
Type:	Ordinance	Status:		Status:	Consent Agenda
File created:	6/9/2014	In control:		In control:	City Council Regular
On agenda:	6/26/2014	Final action:		Final action:	
Title:	Presentation, possible action and discussion of an ordinance amending Chapter 10 Traffic Code”, Section 4 “Administrative Adjudication of Parking Violations”, E “Parking Regulations of Certain Described Areas”, (1) “Traffic Schedule XIV - No Parking Here to Corner or No Parking Anytime” of the Code of Ordinances, to remove parking along sections of Caudill Street and Lawyer Street to provide emergency vehicle access along these streets.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Map.pdf ordinance standard.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion of an ordinance amending Chapter 10 Traffic Code”, Section 4 “Administrative Adjudication of Parking Violations”, E “Parking Regulations of Certain Described Areas”, (1) “Traffic Schedule XIV - No Parking Here to Corner or No Parking Anytime” of the Code of Ordinances, to remove parking along sections of Caudill Street and Lawyer Street to provide emergency vehicle access along these streets.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: During the planning process of the South Knoll Area Neighborhood Plan completed last Fall and approved by the City Council in September 2013, area residents and property owners identified streets with heavy on-street parking. The Fire Department was asked to evaluate these streets to determine if an emergency vehicle could maneuver through these areas under the existing on-street parking conditions. The evaluation occurred in February 2013 and resulted in a recommendation to remove parking on the bends of these two streets only.

The recommendation was discussed at the next meeting of the Traffic Management Team, which agreed with the recommendation from the Fire Department.

In May of 2014, a public meeting was held with the property owners and residents living

adjacent to the areas where the on-street parking was being removed. The residents were included at this meeting to be consistent with the public meetings that were held during the development of the South Knoll Area Neighborhood Plan. Seven individuals attended the meeting out of the 26 citizens that were contacted. All of the citizens in attendance supported the plan and were thankful that these problems were being addressed.

Budget & Financial Summary: The "NO PARKING" signs are planned operation and maintenance expenses accounted for in the Public Works Traffic Operation budget.

Attachments:

1. Ordinance
2. Map



Proposed Parking Removal on Caudill and Lawyer

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, “TRAFFIC CODE”, SECTION 4 “ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS”, E “PARKING REGULATIONS OF CERTAIN DESCRIBED AREAS”, (1) “TRAFFIC SCHEDULE XIV - NO PARKING HERE TO CORNER OR NO PARKING ANYTIME”, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 10, “Traffic Code”, Section 4 “Administrative Adjudication of Parking Violations”, E “Parking Regulations of Certain Described Areas”, (1) “Traffic Schedule XIV – No Parking Here to Corner or No Parking Anytime”, of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”**, attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed liable for a civil offense and/or guilty of a Class C misdemeanor, and, upon a finding of liability thereof, shall be punished by a civil penalty of not less than One Dollar (\$1.00) nor more than Two Thousand Dollars (\$2,000.00), or upon conviction thereof, shall be punished by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00). Said Ordinance becomes effective ten (10) days after date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2014.

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT "A"

That Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", E "Parking Regulations of Certain Described Areas", (1) "Traffic Schedule XIV – No Parking Here to Corner or No Parking Anytime", is hereby amended to include the following:

Caudill Street – Beginning 40 feet north of the Lawyer Street and Gunsmith Street intersection, No Parking on the north side of Caudill for the next 325 feet.

Lawyer Street – Beginning 235 feet from the western intersection of Caudill Street and Lawyer Street, No Parking on the south side of Lawyer Street for the next 140 feet.



Legislation Details (With Text)

File #:	14-526	Version:	1	Name:	Professional Services Contract for ST-1407: Guadalupe Drive Sidewalk Improvements and ST-1408: Langford Street Sidewalk Improvements Projects
Type:	Contract	Status:			Consent Agenda
File created:	6/9/2014	In control:			City Council Regular
On agenda:	6/26/2014	Final action:			
Title:	Presentation, possible action and discussion regarding the approval of a professional services contract (No. 14-157) with Goodwin-Lasiter-Strong, in the amount of \$101,348.12, for the design of sidewalk improvements along Langford Street and Guadalupe Drive.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Location Map.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion regarding the approval of a professional services contract (No. 14-157) with Goodwin-Lasiter-Strong, in the amount of \$101,348.12, for the design of sidewalk improvements along Langford Street and Guadalupe Drive.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

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

Summary: The Guadalupe Sidewalk Improvements Project (ST-1407) will design and construct sidewalks between Nueces Drive and Langford Street. The sidewalks were identified as a need in the Bicycle, Pedestrian, and Greenways Master Plan. Additionally, the project was identified for short term implementation in the South Knoll Area Neighborhood Master Plan. The Langford Street Sidewalk Improvements Project (ST-1408) will design and reconstruct sidewalks along Langford Street between Haines Drive and Guadalupe Drive. These projects were requested by a local resident with access needs.

Budget & Financial Summary: A total of \$485,316 is budgeted for these sidewalk projects. The projects are budgeted in the Streets Capital Improvement Projects Fund but the funding for these projects is being transferred from the General Fund.

Attachments:

1. Contract No. 14-157 (on file with the City Secretary)
2. Project Location Map

Langford Street and Guadalupe Drive Sidewalk Improvements Projects Location Map





Legislation Details (With Text)

File #: 14-527 **Version:** 1 **Name:** Luther Street Rehabilitation Conceptual Design
Type: Contract **Status:** Consent Agenda
File created: 6/9/2014 **In control:** City Council Regular
On agenda: 6/26/2014 **Final action:**
Title: Presentation, possible action, and discussion on a Professional Services Contract with Jones and Carter in the amount of \$81,000.00 for the professional engineering services related to the Luther Street Conceptual Design, in final form as approved by the City Attorney. (Contract #14-322)
Sponsors: Donald Harmon
Indexes:
Code sections:
Attachments: [Luther St. Rehab location Map.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a Professional Services Contract with Jones and Carter in the amount of \$81,000.00 for the professional engineering services related to the Luther Street Conceptual Design, in final form as approved by the City Attorney. (Contract #14-322)

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: The Luther Street Rehabilitation Project will rehabilitate Luther between Marion Pugh and FM 2818. This contract will provide a conceptual design identifying constraints, improvements, and possible cross sections.

Budget & Financial Summary: A total project budget of \$2,220,000 is included for this project in the Streets Capital Improvement Projects Fund. A total of \$2,270.67 has been expended or committed to date, leaving a balance of \$2,217,729.33 for design and construction.

Attachments:

1. Contract (On file in the City Secretary's Office)
2. Project Map



Luther Street West Rehabilitation

Location Map



Legislation Details (With Text)

File #: 14-528 **Version:** 1 **Name:** Temp Services 2014
Type: Presentation **Status:** Consent Agenda
File created: 6/9/2014 **In control:** City Council Regular
On agenda: 6/26/2014 **Final action:**
Title: Presentation, possible action, and discussion regarding ratification of expenses for: temporary employment services for FY13 with Express Services for \$68,164.26, temporary employment services for FY14 to-date with Express Services for \$37,256.50, and temporary employment services for FY14 to-date with Spherion Staffing for \$19,808.75; and approval of FY14 anticipated expenditures with Express Services for \$15,000.00 and Spherion Staffing for \$15,000.00.
Sponsors: Jeff Kersten
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding ratification of expenses for: temporary employment services for FY13 with Express Services for \$68,164.26, temporary employment services for FY14 to-date with Express Services for \$37,256.50, and temporary employment services for FY14 to-date with Spherion Staffing for \$19,808.75; and approval of FY14 anticipated expenditures with Express Services for \$15,000.00 and Spherion Staffing for \$15,000.00.

Relationship to Strategic Goals: Financially Sustainable City Providing Response to Core Services and Infrastructure.

Recommendation(s): Staff is recommending ratification of expenditures for FY 13 with Express Services in the amount of \$68,164.26, for FY14 to-date with Express Services in the amount of \$37,256.50, and for FY14 to-date with Spherion Staffing in the amount of \$19,808.75; and approval of FY14 anticipated expenditures with Express Services in the amount of \$15,000.00 and Spherion Staffing for \$15,000.00.

Summary: From time to time, for continued City operations, it is necessary to retain temporary employment services. These service(s) allow City departments to fill short term vacancies with temporary employees. In some cases, when in the best interest of the City, we may choose to hire these employees as full time employees. This temp-to-perm option is beneficial in some cases as it gives both employer and employee an opportunity to see if the permanent relationship would be mutually agreeable. This is especially true in our Utility Customer Service - Meter Services Division where there is a high turnover rate.

Staff spent several months restructuring the last request for proposal we issued jointly with the City of Bryan. New proposals were received and opened on February 14, 2014 with all proposals making exceptions to our terms and conditions. Staff has been evaluating the responses, conducting reference checks and considering the exceptions noted. Staff will be

negotiating a primary contract and secondary contract (when the primary contractor cannot fill a requested position) with the intent to present these contracts to Council on or before the end of August.

Budget & Financial Summary: Funding was/is available in each department utilizing the services.

Attachments:

N/A



Legislation Details (With Text)

File #: 14-536 **Version:** 1 **Name:** Contingency for PD NG Space Reno
Type: Presentation **Status:** Consent Agenda
File created: 6/11/2014 **In control:** City Council Regular
On agenda: 6/26/2014 **Final action:**
Title: Presentation, possible action, and discussion regarding approval of a contingency transfer in the amount of \$47,000 for the outfitting and renovation of Police Department office space in Northgate.
Sponsors: Jeff Kersten
Indexes:
Code sections:
Attachments: [140611130723_0001.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of a contingency transfer in the amount of \$47,000 for the outfitting and renovation of Police Department office space in Northgate.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation: Staff recommends approval of a contingency transfer in the amount of \$47,000 for the outfitting and renovation of Police Department office space in Northgate.

Summary: During the budget process for FY14, funding was acquired for a Northgate area police office. The office space was acquired through a lease agreement with St. Mary’s church. The Northgate office will be utilized by a full time Northgate unit of eight officers and a Sergeant who use bicycles as their primary mode of transportation. The larger office will provide a storage and mechanical area for their bicycles that is separate from the rest of the office. It will further provide an office area for the bike officers to have adequate workstations and a roundtable discussion area. In addition, the larger office will offer the Sergeant an independent office to better facilitate supervision of the unit. The expanded area will further provide an adequate area for group training, community meetings and shift briefings. In addition to these benefits, the office will be made available to all the officers working in the North part of the city to better facilitate efficiency of operations.

The original FY14 budget request was developed through a verbal agreement with the church for the use of 600 square foot of space. As the negotiations continued after the budget was acquired, the church agreed to lease the Police Department 2200 square foot of space. The budget approved in FY14 for the renovation and outfitting of the space was based on the estimate of 600 square feet. Additional budget is needed at this time to outfit and renovate the additional space offered by St. Mary’s.

Budget & Financial Summary: Contingency funds are budgeted on an annual basis for use on unforeseen items of a critical nature. If this item is approved, \$47,000 will be transferred from General Fund contingency for the outfitting and renovation of Police Department office space in Northgate.

Reviewed and Approved by Legal: Yes.

REQUEST FOR CONTINGENCY TRANSFER

DATE: 6/26/14

FROM: CONTINGENCY ACCOUNT: 001-9111-999-10-10

AMOUNT: \$47,000

TO: ACCOUNT NUMBER: Various PD Accounts

AMOUNT: \$47,000

JUSTIFICATION OF NEED FOR TRANSFER:

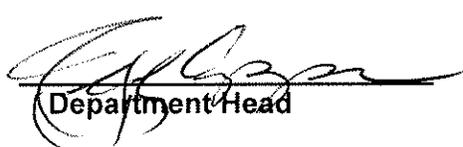
- Why is this request of such an emergency nature that it must be made immediately?**
During the budget process for FY14, funding was acquired for a Northgate area police office. The office space was acquired through a lease agreement with St. Mary's church. The original FY14 budget request was developed through a verbal agreement with the church for the use of 600 square foot of space. As the negotiations continued after the budget was acquired, the church agreed to lease the Police Department 2200 square foot of space. The budget approved in FY14 for the renovation and outfitting of the space was based on the estimate of 600 square feet. Additional budget is needed at this time to outfit and renovate the additional space offered by St. Mary's.
- Why was the item not budgeted in the normal budgetary process?**
At the time the budget was developed, the negotiations with St. Mary's were still in progress.
- Justification as to why the transfer cannot be made within the division or department?**
Sufficient budget is not available in the department to cover the expenditure.

Council Approval Required: Yes

Date Approved by Council: _____

Requested by : Police Department

Budget Review: _____

Approved: 
Department Head

Approved: _____
Budget Officer

Approved: _____
City Manager



Legislation Details (With Text)

File #:	14-537	Version:	1	Name:	EMS Supplies
Type:	Renewal	Status:		Status:	Consent Agenda
File created:	6/12/2014	In control:		In control:	City Council Regular
On agenda:	6/26/2014	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding the 2nd of two renewal options of an annual blanket purchase order 12-067 with Boundtree Medical L.L.C. for \$80,000.00 for EMS supplies.				
Sponsors:	Eric Hurt				
Indexes:					
Code sections:					
Attachments:	Renewal 2014 - Bound Tree.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the 2nd of two renewal options of an annual blanket purchase order 12-067 with Boundtree Medical L.L.C. for \$80,000.00 for EMS supplies.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s):

Staff recommends renewal of this purchasing agreement with Boundtree Medical L.L.C.

Summary: BoundTree Medical has agreed to hold prices at the same level as approved for 2013.

Budget & Financial Summary:

Funds are currently budgeted in the Fire Department budget.

Attachments:

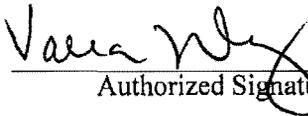
Copy of Renewal Acceptance by Boundtree Medical

RENEWAL (2) ACCEPTANCE

By signing herewith, I acknowledge and agree to renew the annual price agreement for Emergency Medical Supplies (Bid No. 12-067) and all other terms and conditions previously agreed to and accepted for an amount not to exceed Eighty Thousand and No/100 Dollars (\$80,000.00).

I understand this renewal agreement will be for the period beginning July 26, 2014 through July 25, 2015. This is the second and final renewal option available.

BOUND TREE MEDICAL LLC



Authorized Signature

05/30/14

DATE



Legislation Details (With Text)

File #: 14-547 **Version:** 1 **Name:** Atmos Franchise Amendment - 2nd Reading
Type: Ordinance **Status:** Consent Agenda
File created: 6/18/2014 **In control:** City Council Regular
On agenda: 6/26/2014 **Final action:**
Title: Presentation, possible action, and discussion regarding the 2nd reading of an ordinance amending the existing natural gas franchise ordinance between the City of College Station and Atmos Energy Corporation.
Sponsors: Chris Jarmon
Indexes: Atmos, Franchise
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the 2nd reading of an ordinance amending the existing natural gas franchise ordinance between the City of College Station and Atmos Energy Corporation.

Relationship to Strategic Goals:

- Financially Sustainable City
- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the ordinance

Summary:

On March 13, 2014 Council approved the first reading of an ordinance granting Atmos Energy a nonexclusive natural gas franchise and on March 27, 2014 Council approved the second reading of that ordinance. On June 12, 2014 Council amended the ordinance passed on March 13, 2014 in order to adjust the definition of "Gross Revenues". This is the 2nd reading of the ordinance amendment passed on June 12.

As noted previously, staff has been in frequent contact with Atmos regarding these changes and Atmos is in concurrence with the proposed changes.

Budget & Financial Summary: There will be no financial impact. These definitional changes are consistent with the definitions used in the previous agreement with Atmos

Attachments: n/a



Legislation Details (With Text)

File #: 14-429 **Version:** 1 **Name:** Economic Development Agreement
Type: Agreement **Status:** Agenda Ready
File created: 5/2/2014 **In control:** City Council Regular
On agenda: 6/26/2014 **Final action:**
Title: Presentation, possible action, and discussion regarding an economic development agreement between the City of College Station and Kalon Biotherapeutics.
Sponsors:
Indexes: Economic Development
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding an economic development agreement between the City of College Station and Kalon Biotherapeutics.

Relationship to Strategic Goals: (Select all that apply)

- Diverse Growing Economy

Recommendation(s):

Staff recommends approving an economic development agreement with Kalon Biotherapeutics.

Summary:

Kalon Biotherapeutics (Kalon), a private company established by the Texas A&M University System in spring 2011, was formed to provide advanced biologics development manufacturing in the newly constructed National Center for Therapeutics Manufacturing building. The company enables rapid, cost-effective drug development through a flexible and scalable clinical manufacturing platform with capabilities to support all classes of biological drug products including vaccines, monoclonal antibodies, cellular and gene therapies.

In June 2012, the U.S. Department of Health and Human Services established three Centers for Innovation in Advanced Development and Manufacturing (CIADM) to develop and manufacture medical countermeasures. The Texas A&M University System was selected to lead one of the three centers collaborating with GlaxoSmithKline (GSK), Lonza, and Kalon Biotherapeutics.

As GSK's development partner, Kalon Biotherapeutics is responsible for its cell-based pandemic and seasonal influenza vaccines, and is a commercial development and manufacturing organization for chemical, biological, radiological, and nuclear vaccines and medical countermeasures.

In order to facilitate new employment opportunities and a significant capital investment in the Biocorridor caused by Kalon Biotherapeutics, staff is recommending an incentive in the amount of an

annually reducing percentage of the City's shared revenue from the Interlocal Cooperation and Joint Development Agreement approved by City Council on December 15, 2011.

More details regarding the City's incentives, Kalon Biotherapeutics' obligations, and associated clawbacks will be provided at the meeting.

The agreement is conditioned upon the City of Bryan entering in to an agreement to grant its portion of the shared revenue received in a total amount estimated to be not less than \$411,451.39 to Kalon Biotherapeutics.

Budget & Financial Summary:

The total incentive will not exceed \$1,093,548.61 over a seven year period.

Attachments:

The economic development agreement is available in the City Secretary's Office.



Legislation Details (With Text)

File #: 14-529 **Version:** 1 **Name:** Public Utility Easement Abandonments - 701 and 715 University Drive East

Type: Ordinance **Status:** Agenda Ready

File created: 6/10/2014 **In control:** City Council Regular

On agenda: 6/26/2014 **Final action:**

Title: Public Hearing, presentation, possible action, and discussion regarding five (5) ordinances vacating and abandoning eleven (11) public utility easement on Lots 1 thru 4, Block 1 of the Chimney Hill Retail Plaza Subdivision according to the plat recorded in Volume 807, Page 543 of the Deed Records of Brazos County, Texas, located at 701 and 715 University Drive East.

Sponsors:

Indexes:

Code sections:

- Attachments:**
- [Vicinity Map.pdf](#)
 - [Location Map and Key.pdf](#)
 - [CH PUE Abandonment Ord1.pdf](#)
 - [Ordinance 1-Exh A.pdf](#)
 - [Ordinance 1-Exh B.pdf](#)
 - [CH PUE Abandonment Ord2.pdf](#)
 - [Ordinance 2-Exh A.pdf](#)
 - [Ordinance 2-Exh B.pdf](#)
 - [CH PUE Abandonment Ord3.pdf](#)
 - [Ordinance 3-Exh A.pdf](#)
 - [Ordinance 3-Exh B.pdf](#)
 - [CH PUE Abandonment Ord4.pdf](#)
 - [Ordinance 4-Exh A.pdf](#)
 - [Ordinance 4-Exh B.pdf](#)
 - [CH PUE Abandonment Ord5.pdf](#)
 - [Ordinance 5-Exh A.pdf](#)
 - [Ordinance 5-Exh B.pdf](#)

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding five (5) ordinances vacating and abandoning eleven (11) public utility easement on Lots 1 thru 4, Block 1 of the Chimney Hill Retail Plaza Subdivision according to the plat recorded in Volume 807, Page 543 of the Deed Records of Brazos County, Texas, located at 701 and 715 University Drive East.

Relationship to Strategic Goals: (Select all that apply)

- Core Services and Infrastructure
- Diverse Growing Economy

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

Summary:

These ordinances abandon eleven (11) public utility easements located on Lots 1 thru 4, Block 1 of the Chimney Hill Retail Plaza Subdivision according to the plat recorded in Volume 807, Page 543 of the Deed Records of Brazos County, Texas, located at 701 and 715 University Drive East. Below are the easements grouped to be abandoned by ordinance.

- Ordinance 1 - Easements 1 through 6
- Ordinance 2 - Easement 7
- Ordinance 3 - Easement 8
- Ordinance 4 - Easements 9 and 10
- Ordinance 5 - Easement 11

The easement abandonments will accommodate the Chimney Hill redevelopment. Utility infrastructure exists within several of the subject easements and will need to remain active until relocated in accordance with City Standards with redevelopment. The abandonments are conditioned on a temporary blanket easement being reserved on the property until new easements are dedicated upon completion of utility relocation, including a rededication of the PUE along Tarrow Street in same general width and location as that being abandoned. If any of these conditions are not met, the abandonment will be null and void.

Budget & Financial Summary: N/A

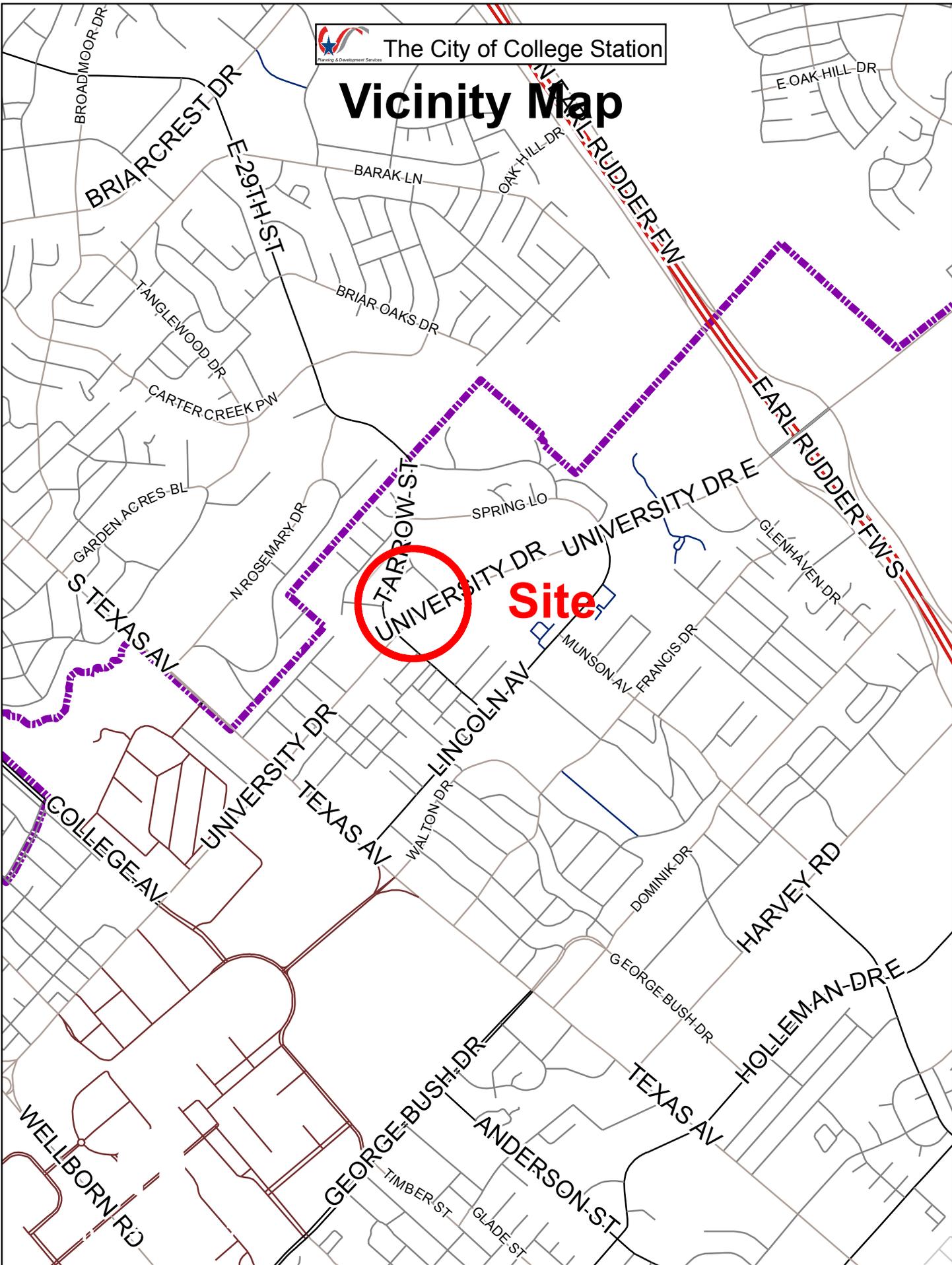
Attachments:

1. Vicinity Map
2. Location Map and Key
3. Ordinance 1
4. Ordinance 1 -Exhibits "A" and "B"
5. Ordinance 2
6. Ordinance 2 -Exhibits "A" and "B"
7. Ordinance 3
8. Ordinance 3 -Exhibits "A" and "B"
9. Ordinance 4
10. Ordinance 4 -Exhibits "A" and "B"
11. Ordinance 5
12. Ordinance 5 -Exhibits "A" and "B"
13. Application (On file at City Engineer's Office)



The City of College Station

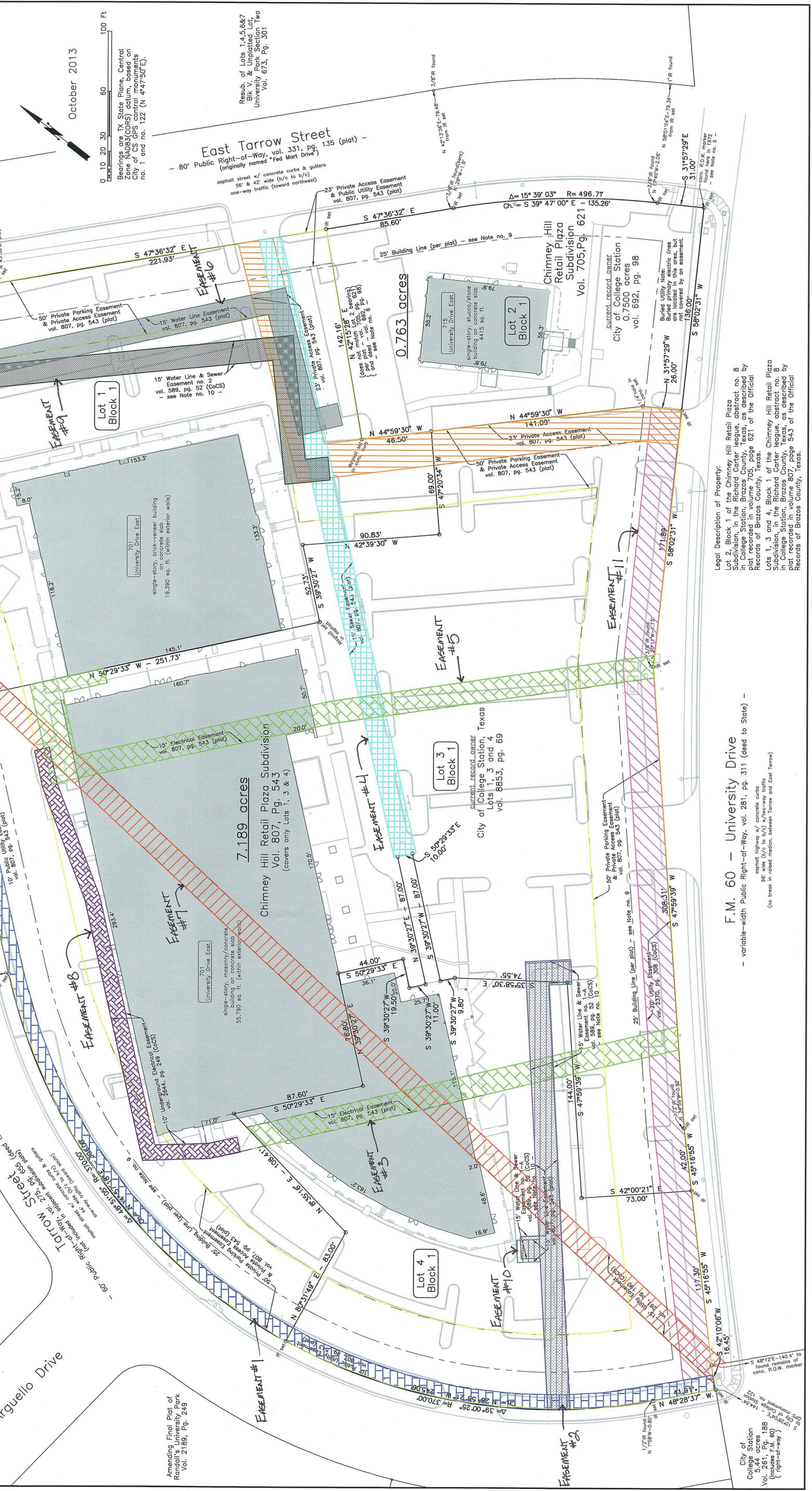
Vicinity Map



JOE ORR, INC.
SURVEYORS & ENGINEERS
 Post Office Box 11979
 College Station, Texas 77842-1979
 (979) 693-2777 jorr@jorr.com
 TX Surveying Firm No. 00944-00/Engineering Firm No. F-433

ALTA/ACSM LAND TITLE SURVEY
CHIMNEY HILL RETAIL PLAZA SUBD.
RICHARD CARTER LEAGUE A-8
COLLEGE STATION, BRAZOS CO., TEXAS
 HENRY P MAYO

SCALE: HORIZONTAL: SEE GRAPHIC SCALE
 VERTICAL:
 DESIGNED:
 CHECKED:
 DATE: 7 OCTOBER 2013
 SHEET 1 OF 2
 CHIMHILL36.dwg
 R.P.L.S. No. 5045



General Notes:

1. Commencement of this survey issued by Stewart Title Guaranty Company for the City of College Station, Texas, was on 10/07/2013.
2. No part of this survey is within the 1% flood hazard area according to FEMA panel no. 48041C0215E, revised May 16, 2012.
3. Except where noted, all boundary and lot dimensions called on this subdivision plat were honored. New iron rods were set, due to the condition of the old rods, and the bearings called on the subdivision plat were all rotated as determined by GPS observations.
4. The bearings called on the subdivision plat were all rotated as determined by GPS observations.
5. Although the location of no found iron rod was honored as a boundary line, the location of the iron rod is based on the parent tract (Putz tract) and the original survey of the Tarrow Street right-of-way in 1988.
6. The line calls from the plat in vol. 807, pg. 543 for the north-south line of the plat in vol. 705, pg. 621 and in vol. 692, pg. 98 which appear to be in error and describe a closed figure.
6. Buried utility lines are present, but were not located and shown on this survey plat.

14. This property is in the "D" zoned, Corridor Overlay District. The zoning ordinance requires that the building height be limited to 40 ft. from right-of-way lines. Instead of the 25 ft. sign, information on development restrictions on this property, for more information on development restrictions on this property, see the zoning and Unified Development Ordinance for more information on development restrictions on this property.

15. See the Zoning and Unified Development Ordinance for more information on development restrictions on this property.

16. As specified on the plat (vol. 807, pg. 543), Lots 1, 3 and 4 shall be considered one premise and only one free standing sign shall be allowed.

PRELIMINARY
 This document shall not be recorded for any purpose.

Date of Plat or Map: 7 October 2013
 Henry P Mayo, RPLS 5045

Amending Final Plat of Randall's University Park
 Vol. 2189, Pg. 249

Arguello Drive

East Tarrow Street
 - 80' Public Right-of-Way, vol. 331, pg. 135 (plat) -
 (originally named Fed Mart Drive)

F.M. 60 - University Drive
 - variable-width Public Right-of-Way, vol. 281, pg. 311 (deed to State) -
 asphalt highway w/ concrete curbs
 9ft wide (b/c to b/c) w/ hwy-way traffic
 (no break in raised median, between Tarrow and East Tarrow)

Legal Description of Property:
 Lot 2, Block 1 of the Chimney Hill Retail Plaza Subdivision, in the Richard Carter League, Block A-8, in College Station, Brazos County, Texas, as described by plat recorded in volume 705, page 621 of the Official Records of Brazos County, Texas.
 Lots 1, 3 and 4, Block 1 of the Chimney Hill Retail Plaza Subdivision, in the Richard Carter League, Block A-8, in College Station, Brazos County, Texas, as described by plat recorded in volume 807, page 543 of the Official Records of Brazos County, Texas.

City of College Station
 5.44 acres
 Vol. 261, Pg. 188
 (includes F.M. 60
 (right-of-way

Reub. of Lots 1, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

CHIMNEY HILL REDEVELOPMENT

Easement Abandonment

1. **Easement #1** – 10' public utility easement dedicated by final plat. Resubdivision of Lot 1, Block 1, Chimney Hill Retail Plaza Joint Venture filed on July 16, 1995 in volume 807, page 543 of the Official Deed Records of Brazos County, Texas.
2. **Easement #2** – 15' water line easement dedicated by final plat. Resubdivision of Lot 1, Block 1, Chimney Hill Retail Plaza Joint Venture filed on July 16, 1995 in volume 807, page 543 of the Official Deed Records of Brazos County, Texas.
3. **Easement #3** – 15' electrical easement dedicated by final plat. Resubdivision of Lot 1, Block 1, Chimney Hill Retail Plaza Joint Venture filed on July 16, 1995 in volume 807, page 543 of the Official Deed Records of Brazos County, Texas.
4. **Easement #4** – 15' sanitary sewer easement dedicated by final plat. Resubdivision of Lot 1, Block 1, Chimney Hill Retail Plaza Joint Venture filed on July 16, 1995 in volume 807, page 543 of the Official Deed Records of Brazos County, Texas.
5. **Easement #5** – 15' electrical easement dedicated by final plat. Resubdivision of Lot 1, Block 1, Chimney Hill Retail Plaza Joint Venture filed on July 16, 1995 in volume 807, page 543 of the Official Deed Records of Brazos County, Texas.
6. **Easement #6** – 15' water line easement dedicated by final plat. Resubdivision of Lot 1, Block 1, Chimney Hill Retail Plaza Joint Venture filed on July 16, 1995 in volume 807, page 543 of the Official Deed Records of Brazos County, Texas.
7. **Easement #7** – 15' utility easement dedicated by separate instrument. Easement dedicated by instrument filed on April 3, 1967 in volume 261, page 190 of the Official Deed Records of Brazos County, Texas.
8. **Easement #8** – 10' underground electrical easement dedicated by separate instrument. Easement dedicated by instrument filed on July 19, 1996 in volume 2644, page 249 of the Official Deed Records of Brazos County, Texas.
9. **Easement #9** – 15' water line and sewer easement dedicated by separate instrument. Easement dedicated by instrument filed on July 18, 1983 in volume 589, page 52 of the Official Deed Records of Brazos County, Texas.
10. **Easement #10** – 15' water line and sewer easement dedicated by separate instrument. Easement dedicated by instrument filed on July 18, 1983 in volume 589, page 52 of the Official Deed Records of Brazos County, Texas.
11. **Easement #11** – 20' public utility easement dedicated by separate instrument. Easement dedicated by instrument filed on June 12, 1995 in volume 2370, page 308 of the Official Deed Records of Brazos County, Texas.

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING PUBLIC UTILITY, ELECTRICAL, WATERLINE AND SEWER EASEMENTS LYING WITHIN LOTS 1 THRU 4, BLOCK 1 OF CHIMNEY HILL RETAIL PLAZA ACCORDING TO THE PLAT RECORDED IN VOLUME 807, PAGE 543 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has processed an application for the vacation and abandonment of the public utility, electrical, waterline, and sewer easements lying within Lots 1 thru 4, Block 1 of Chimney Hill Retail Plaza, according to the plat recorded in Volume 807, Page 543, of the Official Records of Brazos County, Texas, (hereinafter referred to as the "PUEs"), as described in Exhibit "A," a copy of which is attached and incorporated for all purposes;

WHEREAS, the City of College Station, Texas (hereinafter referred to as CoCS) has entered into an Economic Development Agreement with PM Realty Group, LLP, which contemplates the purchase, sale, and development of the subject approximately 7.952 acre Chimney Hill Retail Plaza property ("the Project"); and

WHEREAS, PM Realty Group, LLP proposes a mixed-use development of the Project and has requested abandonment of the PUEs preliminary to the associated removal, reconstruction and/or realignment of public infrastructure to further such redevelopment project. This abandonment is necessary for the preservation and enjoyment of the substantial property right of the applicant; and

WHEREAS, the Project will provide a public benefit to the citizens of CoCS by redeveloping property in the one of the prime retail corridors; and

WHEREAS, in order for the PUEs to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the PUEs described in Exhibit "A" attached hereto and made a part of this ordinance for all purposes:

1. Abandonment of the PUEs will not result in property that does not have access to public roadways or utilities;

2. Other than as set forth herein, there is no public need or use for the PUEs;
3. Except as may be provided for in this ordinance, there is no anticipated future public need or use for the PUEs:
4. As set forth in this ordinance, abandonment of the PUEs will not impact access for all public utilities to serve current and future customers; and
5. Utility infrastructure exists within several of the PUEs for which the City has a continuing need for such current public utilities to remain within said PUEs, until relocated with redevelopment, and said uses are expressly not abandoned herein. PM Realty Group, LLP intends to relocate the existing public utility infrastructure located in the Easements to a replacement Public Utility Easement acceptable to and upon final approval of the City Engineer.

PART 2: That the PUEs as described in Exhibit "A" be abandoned and vacated by the City, provided the following conditions:

1. The City shall reserve a temporary blanket utility easement on the entire 7.952 acre Chimney Hill Retail Plaza until new easements are dedicated with relocation of utilities;
2. The PM Realty Group, LLP must file with the Deed of Records a fully executed transfer of title to the property described as Lots 1-4, Block 1 of Chimney Hill Retail Plaza in accordance with Purchase and Sale Agreements appended to the Economic Development Agreement, as amended, within 30 days of September 2, 2014 unless such Purchase and Sale Agreements, as amended provide for a later date but in no event later than November 21, 2014;
3. That the prospective Applicant PM Realty Group, LLP shall, upon completion of the removal and relocation of utilities to City Standards and at the owners' expense, convey by separate instrument or re-plat to the City public utility easements in a form acceptable to the City, including a re-dedication of the PUE along Tarrow Street in same general width and location; and
4. The existing public lines will remain to temporarily serve existing utilities until the constructed realignment and dedication is accepted by the City.

PART 3: That if any of the above referenced conditions are not met and satisfied then this Ordinance will automatically be null and void, and the PUEs will not be abandoned.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2014.

APPROVED:

Mayor

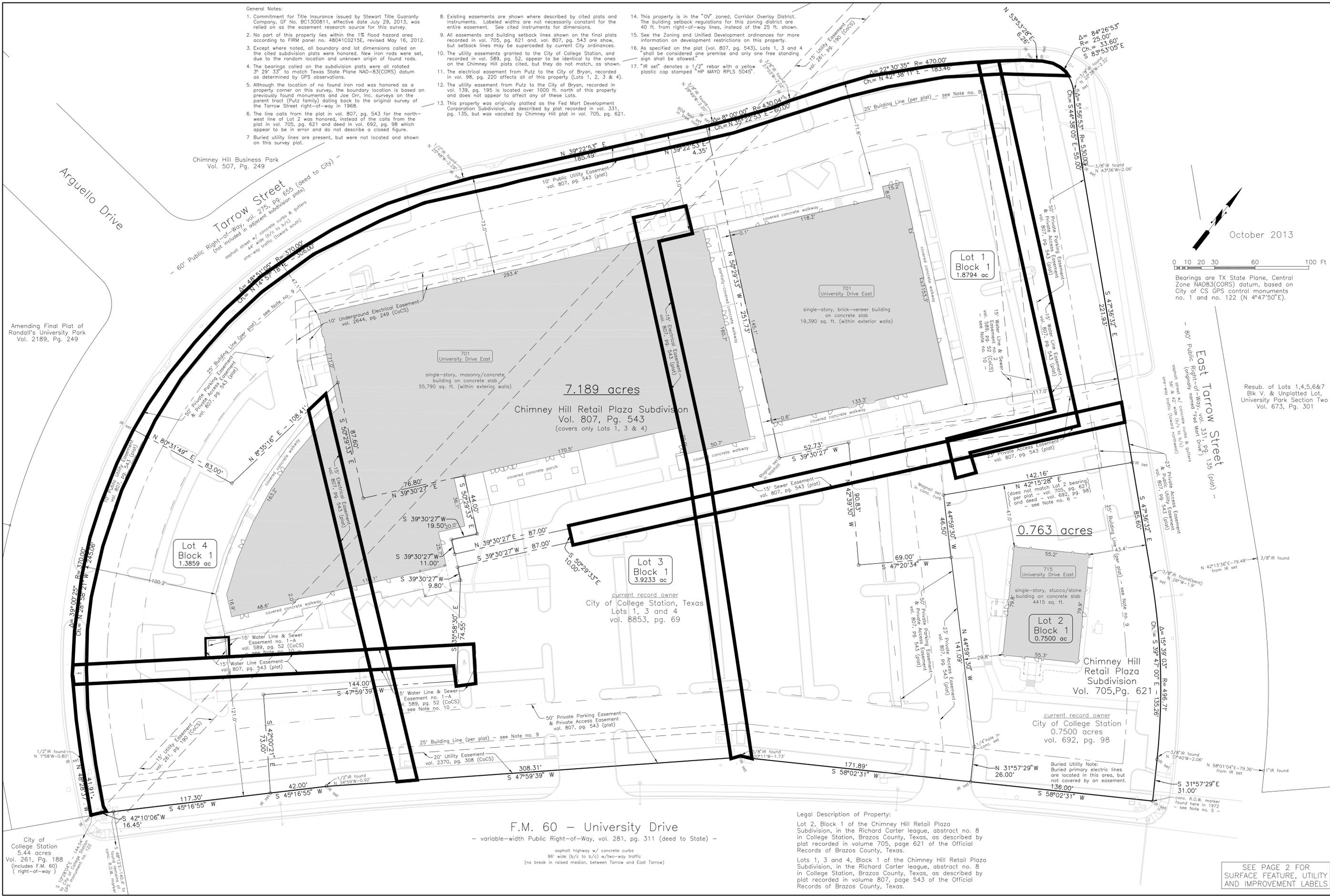
ATTEST:

City Secretary

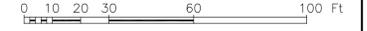
APPROVED:

City Attorney

- General Notes:
- Commitment for Title Insurance issued by Stewart Title Guaranty Company, of No. 8C1300811, effective date July 29, 2013, was relied on as the easement research source for this survey.
 - No part of this property lies within the 1% flood hazard area according to FIRM panel no. 48041C0215E, revised May 16, 2012.
 - Except where noted, all boundary and lot dimensions called on the cited subdivision plats were honored. New iron rods were set, due to the random location and unknown origin of found rods.
 - The bearings called on the subdivision plats were all rotated 3° 29' 33" to match Texas State Plane NAD-83(CORS) datum as determined by GPS observations.
 - Although the location of no found iron rod was honored as a property corner on this survey, the boundary location is based on previously found monuments and Joe Orr, Inc. surveys on the parent tract (Putz family) dating back to the original survey of the Tarrow Street right-of-way in 1968.
 - The line calls for the plat in vol. 807, pg. 543 for the north-west line of Lot 2 was honored, instead of the calls from the plat in vol. 705, pg. 621 and deed in vol. 692, pg. 98 which appear to be in error and do not describe a closed figure.
 - Buried utility lines are present, but were not located and shown on this survey plat.
 - Existing easements are shown where described by cited plats and instruments. Labeled widths are not necessarily constant for the entire easement. See cited instruments for dimensions.
 - All easements and building setback lines shown on the final plats recorded in vol. 705, pg. 621 and vol. 807, pg. 543 are shown, but setback lines may be superseded by current City ordinances.
 - The utility easements granted to the City of College Station, and recorded in vol. 589, pg. 52, appear to be identical to the ones on the Chimney Hill plats cited, but they do not match, as shown.
 - The electrical easement from Putz to the City of Bryan, recorded in vol. 98, pg. 220 affects all of this property (Lots 1, 2, 3 & 4).
 - The utility easement from Putz to the City of Bryan, recorded in vol. 139, pg. 195 is located over 1000 ft. north of this property and does not appear to affect any of these Lots.
 - This property was originally platted as the Fed Mart Development Corporation Subdivision, as described by plat recorded in vol. 331, pg. 135, but was vacated by Chimney Hill plat in vol. 705, pg. 621.
 - This property is in the "0V" zoned, Corridor Overlay District. The building setback regulations for this zoning district are 40 ft. from right-of-way lines, instead of the 25 ft. shown.
 - See the Zoning and Unified Development ordinances for more information on development restrictions on this property.
 - As specified on the plat (vol. 807, pg. 543), Lots 1, 3 and 4 shall be considered one premise and only one free standing sign shall be allowed.
 - "IR set" denotes a 1/2" rebar with a yellow plastic cap stamped "HP MAYO RPLS 5045".



October 2013



Bearings are TX State Plane, Central Zone NAD83(CORS) datum, based on City of CS GPS control monuments no. 1 and no. 122 (N 4°47'50"E).

Resub. of Lots 1,4,5,6&7 Blk V. & Unplatted Lot, University Park Section Two Vol. 673, Pg. 301

F.M. 60 - University Drive

- variable-width Public Right-of-Way, vol. 281, pg. 311 (deed to State) -

asphalt highway w/ concrete curbs
96' wide (b/c to b/c) w/two-way traffic
(no break in raised median, between Tarrow and East Tarrow)

Legal Description of Property:

Lot 2, Block 1 of the Chimney Hill Retail Plaza Subdivision, in the Richard Carter league, abstract no. 8 in College Station, Brazos County, Texas, as described by plat recorded in volume 705, page 621 of the Official Records of Brazos County, Texas.

Lots 1, 3 and 4, Block 1 of the Chimney Hill Retail Plaza Subdivision, in the Richard Carter league, abstract no. 8 in College Station, Brazos County, Texas, as described by plat recorded in volume 807, page 543 of the Official Records of Brazos County, Texas.

SEE PAGE 2 FOR SURFACE FEATURE, UTILITY AND IMPROVEMENT LABELS

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING PUBLIC UTILITY, ELECTRICAL, WATERLINE AND SEWER EASEMENTS LYING WITHIN LOTS 1 THRU 4, BLOCK 1 OF CHIMNEY HILL RETAIL PLAZA ACCORDING TO THE PLAT RECORDED IN VOLUME 807, PAGE 543 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has processed an application for the vacation and abandonment of the public utility, electrical, waterline, and sewer easements lying within Lots 1 thru 4, Block 1 of Chimney Hill Retail Plaza, according to the plat recorded in Volume 807, Page 543, of the Official Records of Brazos County, Texas, (hereinafter referred to as the "PUEs"), as described in Exhibit "A," a copy of which is attached and incorporated for all purposes;

WHEREAS, the City of College Station, Texas (hereinafter referred to as CoCS) has entered into an Economic Development Agreement with PM Realty Group, LLP, which contemplates the purchase, sale, and development of the subject approximately 7.952 acre Chimney Hill Retail Plaza property ("the Project"); and

WHEREAS, PM Realty Group, LLP proposes a mixed-use development of the Project and has requested abandonment of the PUEs preliminary to the associated removal, reconstruction and/or realignment of public infrastructure to further such redevelopment project. This abandonment is necessary for the preservation and enjoyment of the substantial property right of the applicant; and

WHEREAS, the Project will provide a public benefit to the citizens of CoCS by redeveloping property in the one of the prime retail corridors; and

WHEREAS, in order for the PUEs to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the PUEs described in Exhibit "A" attached hereto and made a part of this ordinance for all purposes:

1. Abandonment of the PUEs will not result in property that does not have access to public roadways or utilities;

2. Other than as set forth herein, there is no public need or use for the PUEs;
3. Except as may be provided for in this ordinance, there is no anticipated future public need or use for the PUEs:
4. As set forth in this ordinance, abandonment of the PUEs will not impact access for all public utilities to serve current and future customers; and
5. Utility infrastructure exists within several of the PUEs for which the City has a continuing need for such current public utilities to remain within said PUEs, until relocated with redevelopment, and said uses are expressly not abandoned herein. PM Realty Group, LLP intends to relocate the existing public utility infrastructure located in the Easements to a replacement Public Utility Easement acceptable to and upon final approval of the City Engineer.

PART 2: That the PUEs as described in Exhibit "A" be abandoned and vacated by the City, provided the following conditions:

1. The City shall reserve a temporary blanket utility easement on the entire 7.952 acre Chimney Hill Retail Plaza until new easements are dedicated with relocation of utilities;
2. The PM Realty Group, LLP must file with the Deed of Records a fully executed transfer of title to the property described as Lots 1-4, Block 1 of Chimney Hill Retail Plaza in accordance with Purchase and Sale Agreements appended to the Economic Development Agreement, as amended, within 30 days of September 2, 2014 unless such Purchase and Sale Agreements, as amended provide for a later date but in no event later than November 21, 2014;
3. That the prospective Applicant PM Realty Group, LLP shall, upon completion of the removal and relocation of utilities to City Standards and at the owners' expense, convey by separate instrument or re-plat to the City public utility easements in a form acceptable to the City, including a re-dedication of the PUE along Tarrow Street in same general width and location; and
4. The existing public lines will remain to temporarily serve existing utilities until the constructed realignment and dedication is accepted by the City.

PART 3: That if any of the above referenced conditions are not met and satisfied then this Ordinance will automatically be null and void, and the PUEs will not be abandoned.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2014.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

THE STATE OF TEXAS X
COUNTY OF BRAZOS X

FILED
At 11:00 clock A.M.

APR 3 1967

KNOW ALL MEN BY THESE PRESENTS:

FRANK BORISKIE
County Clerk, Brazos County, Bryan, Texas
By *Michael A. ...* Deputy

That I, Mrs. Fannie Putz, a widow, for and in consideration of the sum of TEN & NO/100 DOLLARS (\$10.00) and other valuable considerations, paid by and moving from the City of College Station, Texas, a Municipal Corporation, under the laws of the State of Texas, the receipt of which is hereby acknowledged;

HAVE GRANTED, BARGAINED, AND SOLD, and by these presents do GRANT, BARGAIN, SELL AND LET unto the City of College Station, Texas, its successors and assigns, a right-of-way easement for the purpose of constructing water, sewer and utility lines of said City of College Station, Texas, along, through and across a certain tract of land situated in the City of College Station, Brazos County, Texas, and described as follows, to-wit:

Field notes of a strip, tract or parcel of land lying and being situated in the Richard Carter Survey, Brazos County, Texas, also being across and part of the Mrs. Fannie Putz property, and being a strip of land 15 feet wide and being 7.5 feet each side of the following described centerline;

BEGINNING at a point in the common line between the said Putz tract and a tract of land conveyed to the City of Bryan for the right-of-way of East 29th Street, this point being N 44° 16' E 80 feet from the East corner of Lot 97 Beverley Estates Addition to the City of Bryan, plat of same being recorded in Volume 98, page 420 of the Deed Records of Brazos County, Texas;

THENCE S 48° 18' E for a distance of 5.0 feet to an angle point;

THENCE S 07° 34' W for a distance of 2,540.0 feet to an iron rod marking the North corner of a 5.44 acre tract out of the before-mentioned Putz tract for the end of this easement, - all as per actual survey made on the ground in March 1967, by B. J. Kling, Registered Public Surveyor, No. 680. Being a part of the 125 acre tract conveyed by Mrs. Elizabeth Atkins, et als. to Ed Putz by deed dated December 8, 1915, recorded in Volume 44, page 382, Deed Records of Brazos County, Texas, also being a part of the 200 acre tract conveyed by Jacob Luza, et ux. to Mrs. Fannie Putz by deed dated April 18, 1925, recorded in Volume 66, page 585, Deed Records of Brazos County, Texas.

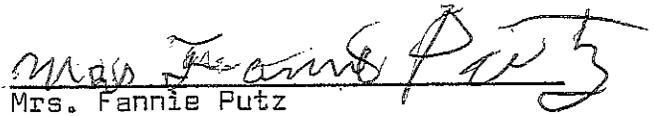
TOGETHER with free ingress, egress and regress to and from said strip of land for the City to construct, maintain and operate said Water, Sewer and Utility Lines as shall be necessary and convenient at all times and seasons forever; it is also provided herein that a construction easement described as follows shall be used only during the process of the original construction of said lines: A temporary easement, 50 feet in width, extending to a line parallel and 25.0 feet each side of the above described centerline from the Northwest line of said Putz tract to the boundary lines of said 5.44 acre tract;

This Easement and right-of-way is granted for the purposes of construction, maintaining and operating said Water, Sewer and Utility Lines.

And as part of the consideration hereof, the City of College Station, Texas, agrees to level the land and properly construct said Water, Sewer and Utility Lines so that they will not interfere with the use of said land by the owners thereof, the strip of land used to be levelled and refilled, if necessary after settlement, if any, so that the level of the land shall be uniform, and the City agrees to maintain said level in the future.

TO HAVE AND TO HOLD, all and singular, the privileges and easements, aforesaid, unto said City of College Station, Texas, its successors and assigns, to its proper use and benefit forever.

WITNESS my hand this the 17th day of March, 1967.


Mrs. Fannie Putz

THE STATE OF TEXAS §

COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, on this day personally appeared Mrs. Fannie Putz, a widow, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this the 22 day of March, A.D. 1967.


A Notary Public in and for
Brazos County, Texas.



VOL 261 PAGE 191

THE STATE OF TEXAS }
COUNTY OF BRAZOS }

FRANK BORISKIE

I, _____, County Clerk in and for
said County, do hereby certify that the foregoing instrument dated the 17 day of March
A.D. 1967 together with its certificate of authentication, was filed for record in my office the 5 day of
April A.D. 1967 at 11 o'clock A. M., and duly recorded on the 3
day of April A.D. 1967, in Book Records of Brazos County,
in volume 261 page 190.

WITNESS MY HAND AND OFFICIAL SEAL, At my office in Brazos, Texas, this _____ day of
A.D. 19_____

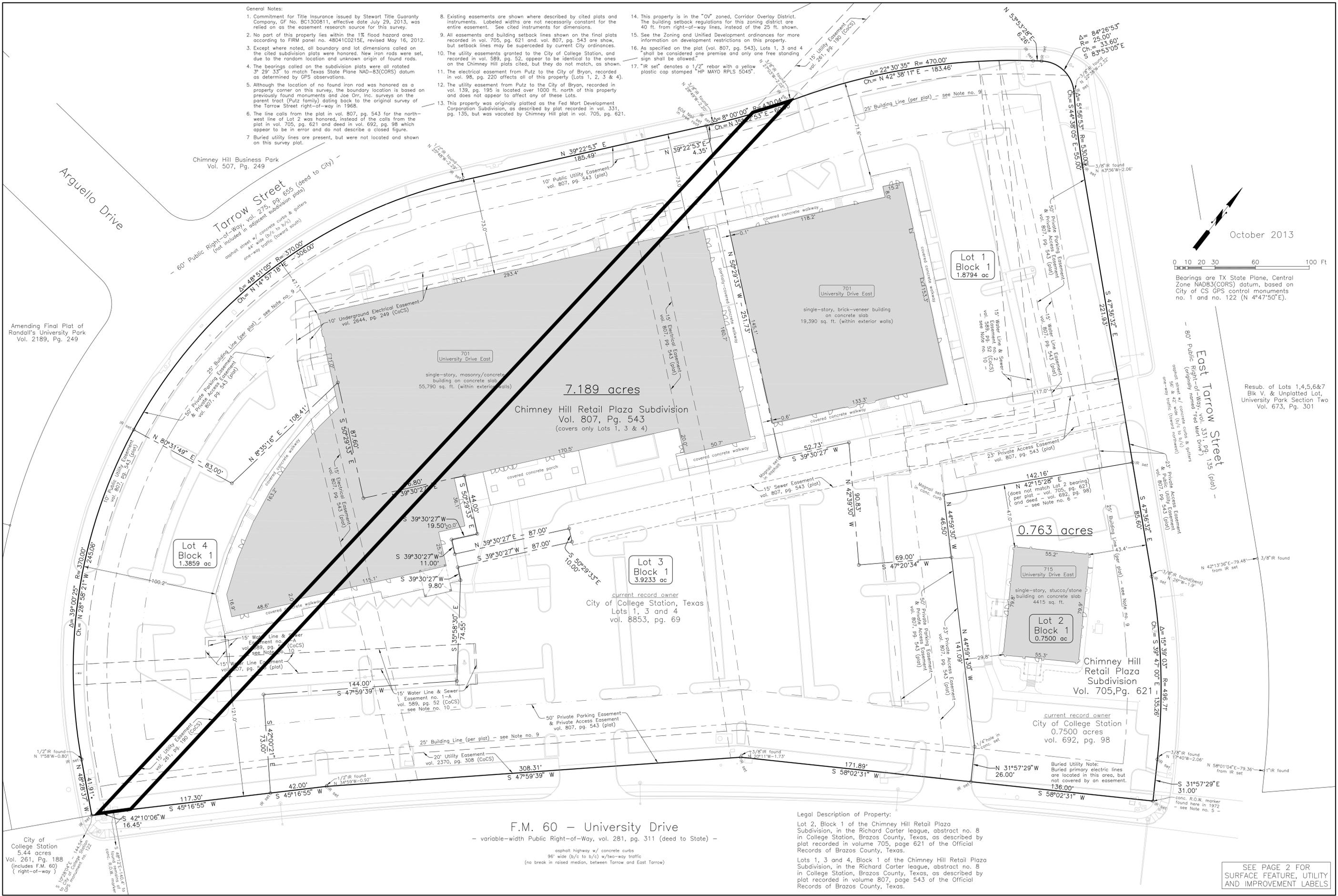
FRANK BORISKIE

(L.S.)

County Clerk, Brazos County, Texas

By Mattie Nowak Deputy.

- General Notes:
- Commitment for Title Insurance issued by Stewart Title Guaranty Company, of No. BC1300811, effective date July 29, 2013, was relied on as the easement research source for this survey.
 - No part of this property lies within the 1% flood hazard area according to FIRM panel no. 48041C0215E, revised May 16, 2012.
 - Except where noted, all boundary and lot dimensions called on the cited subdivision plats were honored. New iron rods were set, due to the random location and unknown origin of found rods.
 - The bearings called on the subdivision plats were all rotated 3° 29' 33" to match Texas State Plane NAD-83(CORS) datum as determined by GPS observations.
 - Although the location of no found iron rod was honored as a property corner on this survey, the boundary location is based on previously found monuments and Joe Orr, Inc. surveys on the parent tract (Putz family) dating back to the original survey of the Tarrow Street right-of-way in 1968.
 - The line calls for the plat in vol. 807, pg. 543 for the north-west line of Lot 2 was honored, instead of the calls from the plat in vol. 705, pg. 621 and deed in vol. 692, pg. 98 which appear to be in error and do not describe a closed figure.
 - Buried utility lines are present, but were not located and shown on this survey plat.
 - Existing easements are shown where described by cited plats and instruments. Labeled widths are not necessarily constant for the entire easement. See cited instruments for dimensions.
 - All easements and building setback lines shown on the final plats recorded in vol. 705, pg. 621 and vol. 807, pg. 543 are shown, but setback lines may be superceded by current City ordinances.
 - The utility easements granted to the City of College Station, and recorded in vol. 589, pg. 52, appear to be identical to the ones on the Chimney Hill plats cited, but they do not match, as shown.
 - The electrical easement from Putz to the City of Bryan, recorded in vol. 98, pg. 220 affects all of this property (Lots 1, 2, 3 & 4).
 - The utility easement from Putz to the City of Bryan, recorded in vol. 139, pg. 195 is located over 1000 ft. north of this property and does not appear to affect any of these Lots.
 - This property was originally platted as the Fed Mart Development Corporation Subdivision, as described by plat recorded in vol. 331, pg. 135, but was vacated by Chimney Hill plat in vol. 705, pg. 621.
 - This property is in the "0V" zoned, Corridor Overlay District. The building setback regulations for this zoning district are 40 ft. from right-of-way lines, instead of the 25 ft. shown.
 - See the Zoning and Unified Development ordinances for more information on development restrictions on this property.
 - As specified on the plat (vol. 807, pg. 543), Lots 1, 3 and 4 shall be considered one premise and only one free standing sign shall be allowed.
 - "IR set" denotes a 1/2" rebar with a yellow plastic cap stamped "HP MAYO RPLS 5045".



October 2013

0 10 20 30 60 100 Ft

Bearings are TX State Plane, Central Zone NAD83(CORS) datum, based on City of CS GPS control monuments no. 1 and no. 122 (N 4°47'50"E).

Resub. of Lots 1,4,5,6&7 Blk V. & Unplatted Lot, University Park Section Two Vol. 673, Pg. 301

F.M. 60 - University Drive

- variable-width Public Right-of-Way, vol. 281, pg. 311 (deed to State) -

asphalt highway w/ concrete curbs
96' wide (b/c to b/c) w/two-way traffic
(no break in raised median, between Tarrow and East Tarrow)

Legal Description of Property:

Lot 2, Block 1 of the Chimney Hill Retail Plaza Subdivision, in the Richard Carter league, abstract no. 8 in College Station, Brazos County, Texas, as described by plat recorded in volume 705, page 621 of the Official Records of Brazos County, Texas.

Lots 1, 3 and 4, Block 1 of the Chimney Hill Retail Plaza Subdivision, in the Richard Carter league, abstract no. 8 in College Station, Brazos County, Texas, as described by plat recorded in volume 807, page 543 of the Official Records of Brazos County, Texas.

SEE PAGE 2 FOR SURFACE FEATURE, UTILITY AND IMPROVEMENT LABELS

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING PUBLIC UTILITY, ELECTRICAL, WATERLINE AND SEWER EASEMENTS LYING WITHIN LOTS 1 THRU 4, BLOCK 1 OF CHIMNEY HILL RETAIL PLAZA ACCORDING TO THE PLAT RECORDED IN VOLUME 807, PAGE 543 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has processed an application for the vacation and abandonment of the public utility, electrical, waterline, and sewer easements lying within Lots 1 thru 4, Block 1 of Chimney Hill Retail Plaza, according to the plat recorded in Volume 807, Page 543, of the Official Records of Brazos County, Texas, (hereinafter referred to as the "PUEs"), as described in Exhibit "A," a copy of which is attached and incorporated for all purposes;

WHEREAS, the City of College Station, Texas (hereinafter referred to as CoCS) has entered into an Economic Development Agreement with PM Realty Group, LLP, which contemplates the purchase, sale, and development of the subject approximately 7.952 acre Chimney Hill Retail Plaza property ("the Project"); and

WHEREAS, PM Realty Group, LLP proposes a mixed-use development of the Project and has requested abandonment of the PUEs preliminary to the associated removal, reconstruction and/or realignment of public infrastructure to further such redevelopment project. This abandonment is necessary for the preservation and enjoyment of the substantial property right of the applicant; and

WHEREAS, the Project will provide a public benefit to the citizens of CoCS by redeveloping property in the one of the prime retail corridors; and

WHEREAS, in order for the PUEs to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the PUEs described in Exhibit "A" attached hereto and made a part of this ordinance for all purposes:

1. Abandonment of the PUEs will not result in property that does not have access to public roadways or utilities;

2. Other than as set forth herein, there is no public need or use for the PUEs;
3. Except as may be provided for in this ordinance, there is no anticipated future public need or use for the PUEs:
4. As set forth in this ordinance, abandonment of the PUEs will not impact access for all public utilities to serve current and future customers; and
5. Utility infrastructure exists within several of the PUEs for which the City has a continuing need for such current public utilities to remain within said PUEs, until relocated with redevelopment, and said uses are expressly not abandoned herein. PM Realty Group, LLP intends to relocate the existing public utility infrastructure located in the Easements to a replacement Public Utility Easement acceptable to and upon final approval of the City Engineer.

PART 2: That the PUEs as described in Exhibit "A" be abandoned and vacated by the City, provided the following conditions:

1. The City shall reserve a temporary blanket utility easement on the entire 7.952 acre Chimney Hill Retail Plaza until new easements are dedicated with relocation of utilities;
2. The PM Realty Group, LLP must file with the Deed of Records a fully executed transfer of title to the property described as Lots 1-4, Block 1 of Chimney Hill Retail Plaza in accordance with Purchase and Sale Agreements appended to the Economic Development Agreement, as amended, within 30 days of September 2, 2014 unless such Purchase and Sale Agreements, as amended provide for a later date but in no event later than November 21, 2014;
3. That the prospective Applicant PM Realty Group, LLP shall, upon completion of the removal and relocation of utilities to City Standards and at the owners' expense, convey by separate instrument or re-plat to the City public utility easements in a form acceptable to the City, including a re-dedication of the PUE along Tarrow Street in same general width and location; and
4. The existing public lines will remain to temporarily serve existing utilities until the constructed realignment and dedication is accepted by the City.

PART 3: That if any of the above referenced conditions are not met and satisfied then this Ordinance will automatically be null and void, and the PUEs will not be abandoned.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2014.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

UTILITY EASEMENT

FILED

DATE: May 9, 1996
GRANTOR: CHIMNEY HILL PROPERTIES, INC.
GRANTOR'S MAILING ADDRESS: P. O. Box 10539
Los Angeles County
Beverly Hills, CA 90213

55 JUN 19 PM 2:33
CLERK
BRAZOS COUNTY COURTHOUSE
BRYAN, TEXAS
BY William H. Shalley
DEPUTY

GRANTEE: CITY OF COLLEGE STATION, TEXAS
GRANTEE'S MAILING ADDRESS: 1101 Texas Avenue
Brazos County
College Station, TX 77840

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

PROPERTY: Being all that certain tract or parcel of land lying and being situated in the Richard Carter League in College Station, Brazos County, Texas, being a part of Lot 3 in Block 1 of Chimney Hill Retail Plaza addition to the City of College Station, Texas, according to plat of record in Volume 807, Page 543 of the Official Records of Brazos County, Texas, which is also a part of that 7.1886 acre tract conveyed to Chimney Hill Properties, Ltd. by deed recorded in Volume 1644, Page 186 of the Official Records of Brazos County, Texas; more particularly described by metes and bounds in the attached Exhibit "A".

This conveyance shall grant the rights herein specified only as to that portion of the above-described Property more particularly described on the attached Exhibit "A" known as the "easement area," to erect, construct, install, and thereafter use, operate, inspect, repair, maintain, reconstruct, modify and remove underground electric transmission and distribution lines, under the said Property as described and any ways, streets, roads, or alleys abutting same. It being understood and agreed that any and all equipment and facilities placed upon said property shall remain the property of Grantee.

RESERVATIONS AND RESTRICTIONS: None

TO HAVE AND TO HOLD, the rights and interests herein described unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, these rights and interests unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

CHIMNEY HILL PROPERTIES, INC.
By Kessel Holdings Incorporated, General Partner
BY: Martha J. Kretzmer
Printed Name: Martha J. Kretzmer
Title: Corporate Secretary

STATE OF CALIFORNIA *
*
COUNTY OF LOS ANGELES *
*
CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me on this 9th day of May, 1996, by _____ as _____ of CHIMNEY HILL PROPERTIES, LTD., a _____ corporation, on behalf of said corporation.

Notary Public, State of California

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, Texas 77845
(409) 690-3378

Proposed 10' Easement
Lot 3 Block 1
Chimney Hill Retail Plaza
College Station, Texas
19 March 1996

All that certain tract or parcel of land lying and being situated in the Richard Carter League In College Station, Brazos County, Texas, being a part of Lot 3 in Block 1 of Chimney Hill Retail Plaza addition to the City of College Station, Texas, according to plat of record in Volume 807, Page 543 of the Official Records of Brazos County, Texas, which is also a part of that 7.1886 acre tract conveyed to Chimney Hill Properties, Ltd. by deed recorded in Volume 1644, Page 186 of the Official Records of Brazos County, Texas, and being more particularly described as follows:

Commencing in the northeast line of Tarrow Street at the common corner of Lot 3 and Lot 4 of the said Chimney Hill Retail Plaza, which point bears N 24° 39' 41" W - 424.85 feet from the City of College Station 1994 GPS control point number 122.

Thence N 80° 32' 20" E - 83.00 feet along the line between the said lots 3 and 4;

Thence N 8° 35' 47" E - 104.12 feet continuing along the line between the said lots 3 and 4 to the intersection of said line with the outside edge of the building slab on lot 3;

Thence N 50° 36' 27" W - 3.42 feet along the edge of said building slab;

Thence S 39° 23' 33" W - 12.27 feet to the Point of Beginning of this tract;

Thence through the said Lot 3 as follows:

S 39° 23' 33" W - 10.00 feet;

N 50° 36' 27" W - 20.83 feet;

N 39° 57' 05" W - 44.36 feet;

N 39° 23' 33" E - 177.37 feet;

N 31° 17' 57" E - 80.47 feet;

N 39° 23' 33" E - 25.35 feet;

S 50° 36' 27" E - 10.00 feet;

S 39° 23' 33" W - 24.65 feet;

S 31° 17' 57" W - 80.47 feet;

S 39° 23' 33" W - 169.78 feet parallel to and 3.0 feet from said building slab;

S 39° 57' 05" E - 35.13 feet;

S 50° 36' 27" E - 19.90 feet to the Point of Beginning and containing 0.078 acres

of land more or less.

EXHIBIT A

VOL 2644 PAGE 250

Handwritten signature
3/19/96

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

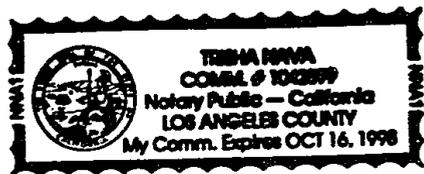
State of California

County of Los Angeles

On May 9, 1996 before me, TRISHA NAVA, NOTARY PUBLIC
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared MARTHA J. KRETZMER
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Trisha Nava
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
Corporate Secretary
TITLE(S)
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Utility Easement
TITLE OR TYPE OF DOCUMENT

one (1)
NUMBER OF PAGES

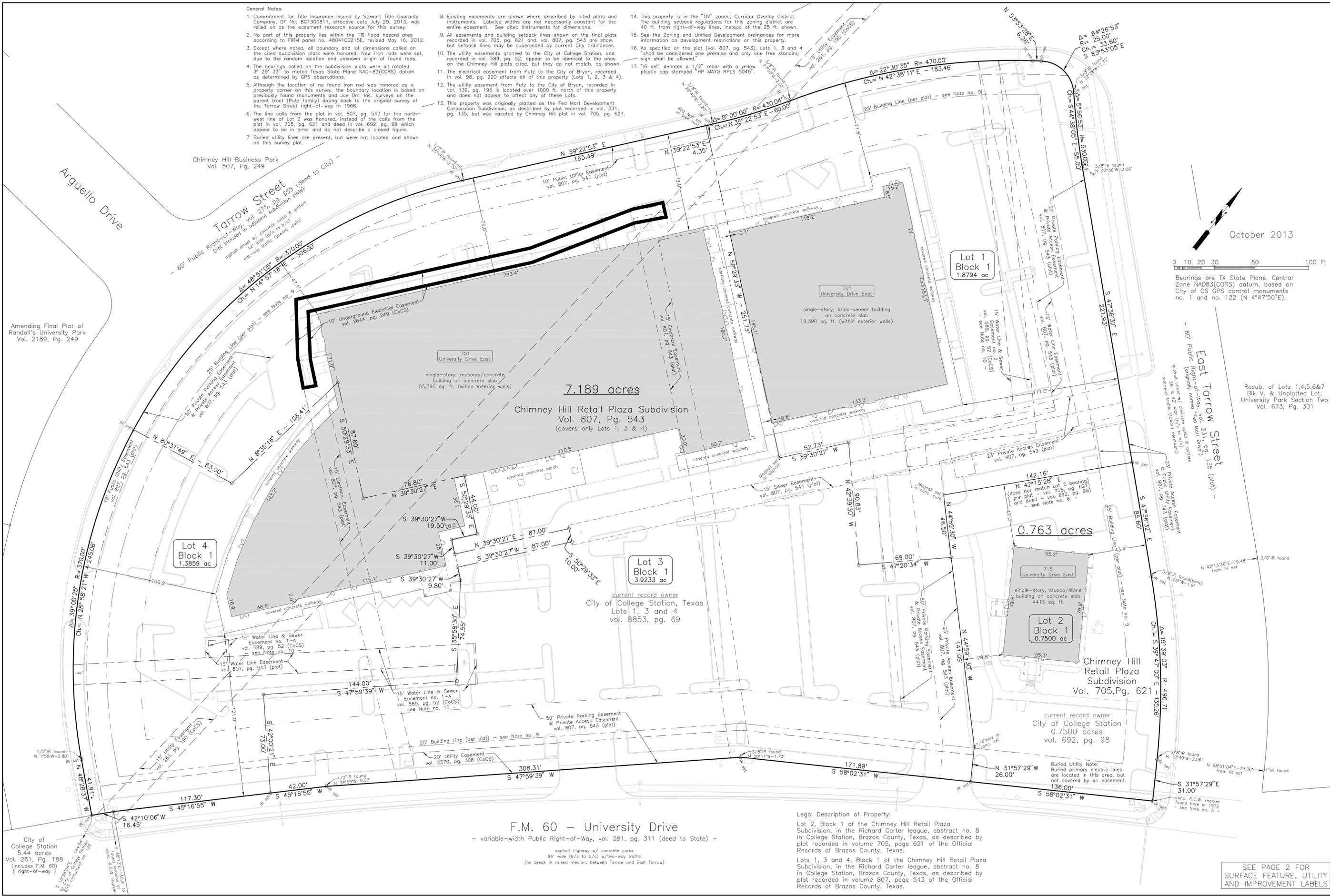
None
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
Chimney Hills Properties, Inc.

None
SIGNER(S) OTHER THAN NAMED ABOVE

General Notes:

- Commitment for Title Insurance issued by Stewart Title Guaranty Company, of No. 8C1300811, effective date July 29, 2013, was relied on as the easement research source for this survey.
- No part of this property lies within the 1% flood hazard area according to FIRM panel no. 48041C0215E, revised May 16, 2012.
- Except where noted, all boundary and lot dimensions called on the cited subdivision plats were honored. New iron rods were set, due to the random location and unknown origin of found rods.
- The bearings called on the subdivision plats were all rotated 3° 29' 33" to match Texas State Plane NAD-83(CORS) datum as determined by GPS observations.
- Although the location of no found iron rod was honored as a property corner on this survey, the boundary location is based on previously found monuments and Joe Orr, Inc. surveys on the parent tract (Putz family) dating back to the original survey of the Tarrow Street right-of-way in 1968.
- The line calls for the plat in vol. 807, pg. 543 for the north-west line of Lot 2 was honored, instead of the calls from the plat in vol. 705, pg. 621 and deed in vol. 692, pg. 98 which appear to be in error and do not describe a closed figure.
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- All easements and building setback lines shown on the final plats recorded in vol. 705, pg. 621 and vol. 807, pg. 543 are show, but setback lines may be superseded by current City ordinances.
- The utility easements granted to the City of College Station, and recorded in vol. 589, pg. 52, appear to be identical to the ones on the Chimney Hill plats cited, but they do not match, as shown.
- The electrical easement from Putz to the City of Bryan, recorded in vol. 98, pg. 220 affects all of this property (Lots 1, 2, 3 & 4).
- The utility easement from Putz to the City of Bryan, recorded in vol. 139, pg. 195 is located over 1000 ft. north of this property and does not appear to affect any of these Lots.
- This property was originally platted as the Fed Mart Development Corporation Subdivision, as described by plat recorded in vol. 331, pg. 135, but was vacated by Chimney Hill plat in vol. 705, pg. 621.
- This property is in the "0V" zoned, Corridor Overlay District. The building setback regulations for this zoning district are 40 ft. from right-of-way lines, instead of the 25 ft. shown.
- See the Zoning and Unified Development ordinances for more information on development restrictions on this property.
- As specified on the plat (vol. 807, pg. 543), Lots 1, 3 and 4 "shall be considered one premise and only one free standing sign shall be allowed".
- "IR set" denotes a 1/2" rebar with a yellow plastic cap stamped "HP MAYO RPLS 5045".



October 2013



Bearings are TX State Plane, Central Zone NAD83(CORS) datum, based on City of CS GPS control monuments no. 1 and no. 122 (N 4°47'50"E).

Resub. of Lots 1,4,5,6&7 Blk V, & Unplatted Lot, University Park Section Two Vol. 673, Pg. 301

F.M. 60 - University Drive

- variable-width Public Right-of-Way, vol. 281, pg. 311 (deed to State) -

asphalt highway w/ concrete curbs
96' wide (b/c to b/c) w/two-way traffic
(no break in raised median, between Tarrow and East Tarrow)

Legal Description of Property:

Lot 2, Block 1 of the Chimney Hill Retail Plaza Subdivision, in the Richard Carter league, abstract no. 8 in College Station, Brazos County, Texas, as described by plat recorded in volume 705, page 621 of the Official Records of Brazos County, Texas.

Lots 1, 3 and 4, Block 1 of the Chimney Hill Retail Plaza Subdivision, in the Richard Carter league, abstract no. 8 in College Station, Brazos County, Texas, as described by plat recorded in volume 807, page 543 of the Official Records of Brazos County, Texas.

SEE PAGE 2 FOR SURFACE FEATURE, UTILITY AND IMPROVEMENT LABELS

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING PUBLIC UTILITY, ELECTRICAL, WATERLINE AND SEWER EASEMENTS LYING WITHIN LOTS 1 THRU 4, BLOCK 1 OF CHIMNEY HILL RETAIL PLAZA ACCORDING TO THE PLAT RECORDED IN VOLUME 807, PAGE 543 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has processed an application for the vacation and abandonment of the public utility, electrical, waterline, and sewer easements lying within Lots 1 thru 4, Block 1 of Chimney Hill Retail Plaza, according to the plat recorded in Volume 807, Page 543, of the Official Records of Brazos County, Texas, (hereinafter referred to as the "PUEs"), as described in Exhibit "A," a copy of which is attached and incorporated for all purposes;

WHEREAS, the City of College Station, Texas (hereinafter referred to as CoCS) has entered into an Economic Development Agreement with PM Realty Group, LLP, which contemplates the purchase, sale, and development of the subject approximately 7.952 acre Chimney Hill Retail Plaza property ("the Project"); and

WHEREAS, PM Realty Group, LLP proposes a mixed-use development of the Project and has requested abandonment of the PUEs preliminary to the associated removal, reconstruction and/or realignment of public infrastructure to further such redevelopment project. This abandonment is necessary for the preservation and enjoyment of the substantial property right of the applicant; and

WHEREAS, the Project will provide a public benefit to the citizens of CoCS by redeveloping property in the one of the prime retail corridors; and

WHEREAS, in order for the PUEs to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the PUEs described in Exhibit "A" attached hereto and made a part of this ordinance for all purposes:

1. Abandonment of the PUEs will not result in property that does not have access to public roadways or utilities;

2. Other than as set forth herein, there is no public need or use for the PUEs;
3. Except as may be provided for in this ordinance, there is no anticipated future public need or use for the PUEs:
4. As set forth in this ordinance, abandonment of the PUEs will not impact access for all public utilities to serve current and future customers; and
5. Utility infrastructure exists within several of the PUEs for which the City has a continuing need for such current public utilities to remain within said PUEs, until relocated with redevelopment, and said uses are expressly not abandoned herein. PM Realty Group, LLP intends to relocate the existing public utility infrastructure located in the Easements to a replacement Public Utility Easement acceptable to and upon final approval of the City Engineer.

PART 2: That the PUEs as described in Exhibit "A" be abandoned and vacated by the City, provided the following conditions:

1. The City shall reserve a temporary blanket utility easement on the entire 7.952 acre Chimney Hill Retail Plaza until new easements are dedicated with relocation of utilities;
2. The PM Realty Group, LLP must file with the Deed of Records a fully executed transfer of title to the property described as Lots 1-4, Block 1 of Chimney Hill Retail Plaza in accordance with Purchase and Sale Agreements appended to the Economic Development Agreement, as amended, within 30 days of September 2, 2014 unless such Purchase and Sale Agreements, as amended provide for a later date but in no event later than November 21, 2014;
3. That the prospective Applicant PM Realty Group, LLP shall, upon completion of the removal and relocation of utilities to City Standards and at the owners' expense, convey by separate instrument or re-plat to the City public utility easements in a form acceptable to the City, including a re-dedication of the PUE along Tarrow Street in same general width and location; and
4. The existing public lines will remain to temporarily serve existing utilities until the constructed realignment and dedication is accepted by the City.

PART 3: That if any of the above referenced conditions are not met and satisfied then this Ordinance will automatically be null and void, and the PUEs will not be abandoned.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2014.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

270331

FILED
At 10:30 AM

Date Recorded 7-20-83

UTILITY EASEMENT
(Specific Property)

JUL 18 1983

FRANK BORISKIE
County Clerk, Brazos County, Brazos, Texas

STATE OF TEXAS *

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZOS *

THAT, CHIMNEY HILL RETAIL PLAZA, GRANTOR, a Texas Joint Venture, of the County of Brazos, State of Texas, for and in consideration of the payment of TEN AND NO/100 DOLLARS, cash, and other good and valuable consideration, in hand paid to GRANTOR by the City of College Station, Texas, the receipt of which is hereby acknowledged,

HAS GRANTED, SOLD, AND CONVEYED and by these presents does GRANT, SELL, and CONVEY unto the said City of College Station, a Texas Municipal Corporation certain rights and interests in the nature of an EASEMENT on and through the following described property:

Being a part of Block 1, The Fed Mart Development Corp. Subdivision and being situated in the Richard Carter League, Brazos County, Texas and recorded in Volume 330, Page 135, Deed Records, Brazos County, Texas.

Provided however, that this conveyance shall grant the rights herein specified only as to that portion of the above described property more particularly described by course, width, and centerline on the attached Exhibits "A", "B", and "C", known as the "Easement Area", and any additional area outside the easement area necessary to install and attach all equipment and facilities necessary to maintain said easement.

To erect, construct, install, and thereafter use, operate, inspect, repair, maintain, reconstruct, modify, and remove the following:

Water lines and sanitary sewer lines, connecting lines, access facilities, and related equipment for the construction and operation of a major "trunk line" sanitary sewer.

upon, over, and across said property as herein described and any ways, streets, roads, or alleys abutting same; and to cut, trim and control the growth of trees and other vegetation on and in the easement area or on adjoining property of Grantor, which might interfere with or threaten the operation and maintenance of any public utility equipment, accessories, or operations. It is understood and agreed that any and all equipment and facilities placed upon said property shall remain the property of Grantee.

Grantors expressly subordinate all rights of surface use incident to the mineral estate to the above described uses of said surface by Grantee.

It is expressly understood that the Grantor or future Owners of this property reserve the right to use this fifteen foot EASEMENT for all purposes which do not interfere with and prevent its use by the Grantee, including without limitation, the use and construction of streets, roadways, driveways, alleys, parking lots, paving, curbs, lawns, and other like uses, on, over, and across this EASEMENT. Grantee shall replace and restore any damage done by the Grantee to the above described items constructed or used by the Grantor.

TO HAVE AND TO HOLD the rights and interests herein described unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns forever, and GRANTOR DOES hereby bind itself, its successors and assigns to warrant and forever defend, all and singular, these rights and interests unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, against every

person whomsoever lawfully claiming, or the claim same, or any part thereof.

EXECUTED this 13 day of July, 1983.

CHIMNEY HILL RETAIL PLAZA,
A Texas Joint Venture

BY: [Signature]
TONY CAPORINA

[Signature]
JOSE ARGUELLO

[Signature]
J. W. WOOD

Approved as to Form
This Document may not
be changed without
re-submission for approval.

[Signature]

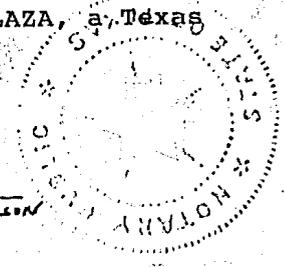
Acknowledgment for Joint Venture

State of Texas *
County of Brazos *

This instrument was acknowledged before me on
7-13-83 day by TONY CAPORINA, JOSE ARGUELLO and J. W.
WOOD, partners on behalf of CHIMNEY HILL RETAIL PLAZA, a Texas
Joint Venture.

[Signature]
Title Bookkeeper

My commission expires 9-26-85



GALINDO ENGINEERS AND PLANNERS

4103 S. Texas Avenue, Suite 204 P.O. Box 3322 Bryan, Texas 77805 (713) 260-9191
409

WATER LINE EASEMENT No. 1-A (WEST LINE)
Chimney Hill Retail Plaza
College Station, Texas

Being a 15' wide strip of land lying and being situated in the Richard Carter League, Brazos County, Texas, and being part of Block 1, The Fed Mart Development Corp. Subdivision recorded in Volume 330, Page 135, Deed Records, Brazos County, Texas, with its center line more properly described as follows:

Commencing at an iron rod marking the point of intersection of the northern right of way line of University Drive and the eastern right of way line of Tarrow Street, said point also being the southwesternmost corner of Block 1 of the above mentioned Subdivision;

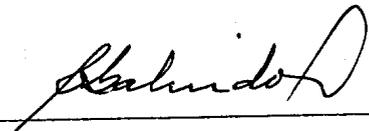
THENCE N $44^{\circ}59'4''$ W along the eastern right of way line of Tarrow Street for a distance of 41.91' to an iron rod for a corner;

THENCE continuing along said right of way line which is a curve to the right with the following data: chord 63.00', chord bearing N $40^{\circ}6'2''$ W, radius 370.00' to the POINT OF BEGINNING;

THENCE N $52^{\circ}30'$ E for a distance of 299.50';

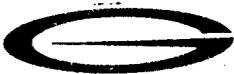
THENCE S $52^{\circ}30'$ W for a distance of 7.50';

THENCE S $37^{\circ}30'$ E for a distance of 22.50' to the end of said easement.

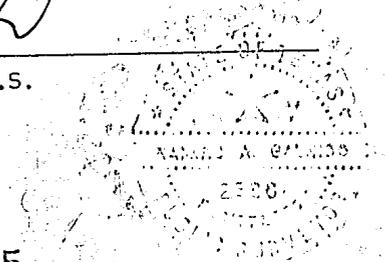


Ramiro A. Galindo, R.P.S.

June 10, 1983



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GALINDO ENGINEERS AND PLANNERS

4103 S. Texas Avenue, Suite 204 P.O. Box 3322 Bryan, Texas 77805 (713) 260-9191
409

WATER LINE EASEMENT No. 1-B (WEST LINE)

Chimney Hill Retail Plaza

College Station, Texas

Being a 15' wide strip of land lying and being situated in the Richard Carter League, Brazos County, Texas, and being part of Block 1, The Fed Mart Development Corp. Subdivision recorded in Volume 330, Page 135, Deed Records, Brazos County, Texas, with its center line more properly described as follows:

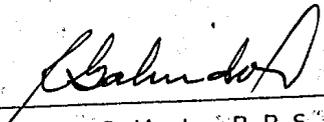
Commencing at an iron rod marking the point of intersection of the northern right of way line of University Drive and the eastern right of way line of Tarrow Street, said point also being the southwesternmost corner of Block 1 of the above mentioned Subdivision;

THENCE N $44^{\circ}59'4''$ W along the eastern right of way line of Tarrow Street for a distance of 41.91' to an iron rod for a corner;

THENCE continuing along said right of way line which is a curve to the right with the following data: chord 63.00', chord bearing N $40^{\circ}6'2''$ W, radius 370.00';

THENCE N $52^{\circ}30'$ E for a distance of 109.00' to the POINT OF BEGINNING;

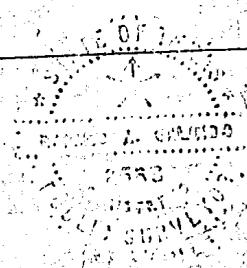
THENCE N $37^{\circ}30'$ W for a distance of 20.00' to the end of said easement.



Ramiro A. Galindo, R.P.S.

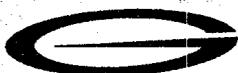
June 10, 1983

JUN 13 1983



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GALINDO ENGINEERS AND PLANNERS

4103 S. Texas Avenue, Suite 204 P.O. Box 3322 Bryan, Texas 77805 (713) 260-9191
409

WATER LINE EASEMENT No. 2 (EAST LINE)

Chimney Hill Retail Plaza
College Station, Texas

Being a 15' wide strip of land lying and being situated in the Richard Carter League, Brazos County, Texas, and being part of Block 1, The Fed Mart Development Corp. Subdivision recorded in Volume 330, Page 135, Deed Records, Brazos County, Texas, with its center line more properly described as follows:

Commencing at an iron rod marking the northeasternmost corner of Block 1 of the above mentioned Subdivision, said point also located on the southern right of way line of Tarrow Street;

THENCE S $57^{\circ}23'11''$ W along said right of way line for a distance of 6.26' to an iron rod for a corner;

THENCE continuing along said right of way line which is a curve to the left with the following data: chord 33.0', chord bearing N $55^{\circ}22'18''$ E, radius 470.00' to the POINT OF BEGINNING;

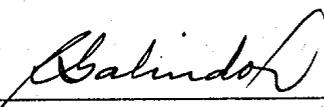
THENCE S $40^{\circ}20'$ E for a distance of 277.50';

THENCE N $40^{\circ}20'$ W for a distance of 7.50';

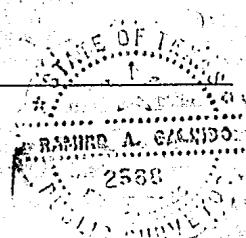
THENCE S $49^{\circ}40'$ W for a distance of 90.50';

THENCE N $49^{\circ}40'$ E for a distance of 7.50';

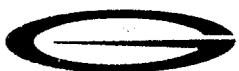
THENCE S $40^{\circ}20''$ E for a distance of 22.50' to the end of said easement.


Ramiro A. Galindo, R.P.S.

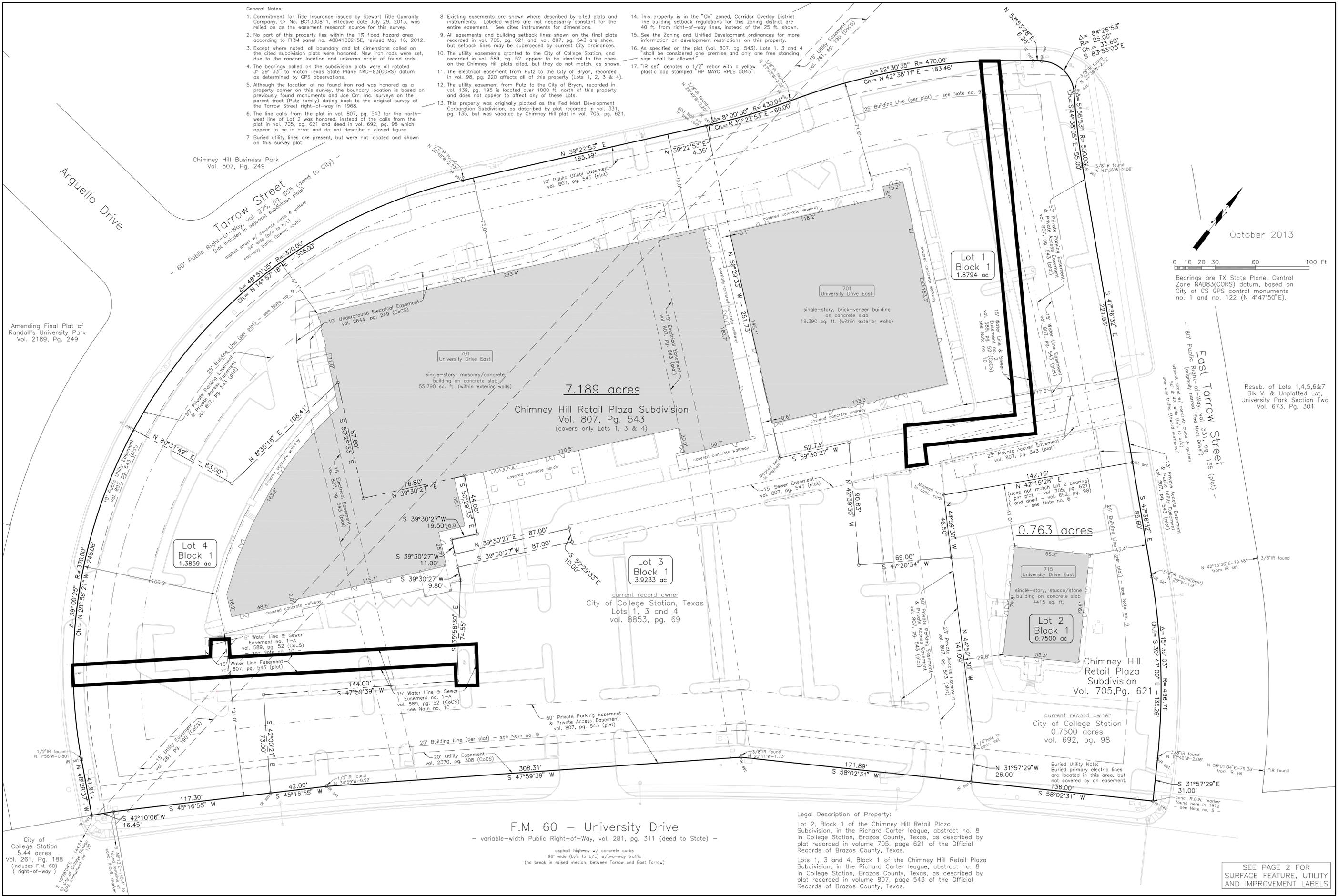
June 10, 1983



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- General Notes:
- Commitment for Title Insurance issued by Stewart Title Guaranty Company, of No. 8C1300811, effective date July 29, 2013, was relied on as the easement research source for this survey.
 - No part of this property lies within the 1% flood hazard area according to FIRM panel no. 48041C0215E, revised May 16, 2012.
 - Except where noted, all boundary and lot dimensions called on the cited subdivision plats were honored. New iron rods were set, due to the random location and unknown origin of found rods.
 - The bearings called on the subdivision plats were all rotated 3° 29' 33" to match Texas State Plane NAD-83(CORS) datum as determined by GPS observations.
 - Although the location of no found iron rod was honored as a property corner on this survey, the boundary location is based on previously found monuments and Joe Orr, Inc. surveys on the parent tract (Putz family) dating back to the original survey of the Tarrow Street right-of-way in 1968.
 - The line calls for the plat in vol. 807, pg. 543 for the north-west line of Lot 2 was honored, instead of the calls from the plat in vol. 705, pg. 621 and deed in vol. 692, pg. 98 which appear to be in error and do not describe a closed figure.
 - Buried utility lines are present, but were not located and shown on this survey plat.
 - Existing easements are shown where described by cited plats and instruments. Labeled widths are not necessarily constant for the entire easement. See cited instruments for dimensions.
 - All easements and building setback lines shown on the final plats recorded in vol. 705, pg. 621 and vol. 807, pg. 543 are shown, but setback lines may be superseded by current City ordinances.
 - The utility easements granted to the City of College Station, and recorded in vol. 589, pg. 52, appear to be identical to the ones on the Chimney Hill plats cited, but they do not match, as shown.
 - The electrical easement from Putz to the City of Bryan, recorded in vol. 98, pg. 220 affects all of this property (Lots 1, 2, 3 & 4).
 - The utility easement from Putz to the City of Bryan, recorded in vol. 139, pg. 195 is located over 1000 ft. north of this property and does not appear to affect any of these Lots.
 - This property was originally platted as the Fed Mart Development Corporation Subdivision, as described by plat recorded in vol. 331, pg. 135, but was vacated by Chimney Hill plat in vol. 705, pg. 621.
 - This property is in the "0V" zoned, Corridor Overlay District. The building setback regulations for this zoning district are 40 ft. from right-of-way lines, instead of the 25 ft. shown.
 - See the Zoning and Unified Development ordinances for more information on development restrictions on this property.
 - As specified on the plat (vol. 807, pg. 543), Lots 1, 3 and 4 shall be considered one premise and only one free standing sign shall be allowed.
 - "IR set" denotes a 1/2" rebar with a yellow plastic cap stamped "HP MAYO RPLS 5045".



October 2013

Bearings are TX State Plane, Central Zone NAD83(CORS) datum, based on City of CS GPS control monuments no. 1 and no. 122 (N 4°47'50"E).

Resub. of Lots 1,4,5,6&7 Blk V. & Unplatted Lot, University Park Section Two Vol. 673, Pg. 301

Amending Final Plat of Randall's University Park Vol. 2189, Pg. 249

Chimney Hill Business Park Vol. 507, Pg. 249

Tarrow Street
60' Public Right-of-Way, vol. 275, pg. 655 (deed to City) -
(not included in adjacent subdivision plat)

appraisal street w/ concrete curbs
& 44' wide traffic (toward sunny)
one-way traffic (toward sunny)

Ch= N 147° 57' 18" E - 306.60'

Δ= 48° 51' 05" R= 370.00'

25' Building Line (per plat) - see Note no. 9

50' Private Access Easement
& Private Access Easement
vol. 807, pg. 543 (plat)

10' Public Utility Easement
vol. 807, pg. 543 (plat)

15' Water Line Easement
vol. 807, pg. 543 (plat)

15' Sewer Easement
vol. 807, pg. 543 (plat)

15' Water Line & Sewer
Easement no. 1-A
vol. 589, pg. 52 (CoCS)
see Note no. 10

15' Water Line Easement
vol. 807, pg. 543 (plat)

15' Water Line & Sewer
Easement no. 1-A
vol. 589, pg. 52 (CoCS)
see Note no. 10

50' Private Access Easement
& Private Access Easement
vol. 807, pg. 543 (plat)

25' Building Line (per plat) - see Note no. 9

20' Utility Easement
vol. 2370, pg. 308 (CoCS)

1/2" IR found
N 145° 02' 11" W - 1.73'

1/2" IR found
N 145° 02' 11" W - 1.73'

1/2" IR found
N 145° 02' 11" W - 1.73'

F.M. 60 - University Drive

- variable-width Public Right-of-Way, vol. 281, pg. 311 (deed to State) -

asphalt highway w/ concrete curbs
96' wide (b/c to b/c) w/two-way traffic
(no break in raised median, between Tarrow and East Tarrow)

Legal Description of Property:

Lot 2, Block 1 of the Chimney Hill Retail Plaza Subdivision, in the Richard Carter league, abstract no. 8 in College Station, Brazos County, Texas, as described by plat recorded in volume 705, page 621 of the Official Records of Brazos County, Texas.

Lots 1, 3 and 4, Block 1 of the Chimney Hill Retail Plaza Subdivision, in the Richard Carter league, abstract no. 8 in College Station, Brazos County, Texas, as described by plat recorded in volume 807, page 543 of the Official Records of Brazos County, Texas.

SEE PAGE 2 FOR
SURFACE FEATURE, UTILITY
AND IMPROVEMENT LABELS

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING PUBLIC UTILITY, ELECTRICAL, WATERLINE AND SEWER EASEMENTS LYING WITHIN LOTS 1 THRU 4, BLOCK 1 OF CHIMNEY HILL RETAIL PLAZA ACCORDING TO THE PLAT RECORDED IN VOLUME 807, PAGE 543 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has processed an application for the vacation and abandonment of the public utility, electrical, waterline, and sewer easements lying within Lots 1 thru 4, Block 1 of Chimney Hill Retail Plaza, according to the plat recorded in Volume 807, Page 543, of the Official Records of Brazos County, Texas, (hereinafter referred to as the "PUEs"), as described in Exhibit "A," a copy of which is attached and incorporated for all purposes;

WHEREAS, the City of College Station, Texas (hereinafter referred to as CoCS) has entered into an Economic Development Agreement with PM Realty Group, LLP, which contemplates the purchase, sale, and development of the subject approximately 7.952 acre Chimney Hill Retail Plaza property ("the Project"); and

WHEREAS, PM Realty Group, LLP proposes a mixed-use development of the Project and has requested abandonment of the PUEs preliminary to the associated removal, reconstruction and/or realignment of public infrastructure to further such redevelopment project. This abandonment is necessary for the preservation and enjoyment of the substantial property right of the applicant; and

WHEREAS, the Project will provide a public benefit to the citizens of CoCS by redeveloping property in the one of the prime retail corridors; and

WHEREAS, in order for the PUEs to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the PUEs described in Exhibit "A" attached hereto and made a part of this ordinance for all purposes:

1. Abandonment of the PUEs will not result in property that does not have access to public roadways or utilities;

2. Other than as set forth herein, there is no public need or use for the PUEs;
3. Except as may be provided for in this ordinance, there is no anticipated future public need or use for the PUEs:
4. As set forth in this ordinance, abandonment of the PUEs will not impact access for all public utilities to serve current and future customers; and
5. Utility infrastructure exists within several of the PUEs for which the City has a continuing need for such current public utilities to remain within said PUEs, until relocated with redevelopment, and said uses are expressly not abandoned herein. PM Realty Group, LLP intends to relocate the existing public utility infrastructure located in the Easements to a replacement Public Utility Easement acceptable to and upon final approval of the City Engineer.

PART 2: That the PUEs as described in Exhibit "A" be abandoned and vacated by the City, provided the following conditions:

1. The City shall reserve a temporary blanket utility easement on the entire 7.952 acre Chimney Hill Retail Plaza until new easements are dedicated with relocation of utilities;
2. The PM Realty Group, LLP must file with the Deed of Records a fully executed transfer of title to the property described as Lots 1-4, Block 1 of Chimney Hill Retail Plaza in accordance with Purchase and Sale Agreements appended to the Economic Development Agreement, as amended, within 30 days of September 2, 2014 unless such Purchase and Sale Agreements, as amended provide for a later date but in no event later than November 21, 2014;
3. That the prospective Applicant PM Realty Group, LLP shall, upon completion of the removal and relocation of utilities to City Standards and at the owners' expense, convey by separate instrument or re-plat to the City public utility easements in a form acceptable to the City, including a re-dedication of the PUE along Tarrow Street in same general width and location; and
4. The existing public lines will remain to temporarily serve existing utilities until the constructed realignment and dedication is accepted by the City.

PART 3: That if any of the above referenced conditions are not met and satisfied then this Ordinance will automatically be null and void, and the PUEs will not be abandoned.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2014.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

581689

FILED

UTILITY EASEMENT

95 JUN 12 PM 1:53
Mary Leonard
Brazos County Courthouse
Brazos, Texas

DATE: DECEMBER 15, 1994.

GRANTOR: CHIMNEY HILL PROPERTIES, LTD. BY _____

GRANTOR'S MAILING ADDRESS: P.O. Box 10539
County
Beverly Hills, CA 90213

GRANTEE: CITY OF COLLEGE STATION, TEXAS

GRANTEE'S MAILING ADDRESS: 1101 Texas Avenue
Brazos County
College Station, Texas 77842

CONSIDERATION: Ten Dollars and other good and valuable consideration.

PROPERTY: Being all that certain tract or parcel of land lying and being situated in the Richard Carter League in College Station, Brazos County, Texas, being a part of Lots 3 and 4, Block 1, of Chimney Hill Retail Plaza Replay recorded in Volume 807, Page 543, of the Official Records of Brazos County, Texas, which is the same tract conveyed to Chimney Hills Properties, Ltd., by deed recorded in Volume 1644, Page 186, of the Official Records of Brazos County, Texas, and being more particularly described by metes and bounds in the attached Exhibit "A";

provided, however, that this conveyance shall grant the rights herein specified only as to that portion of the above-described property and any additional area outside the easement area necessary to install and attach equipment, guy wires, and anchors necessary and incident to the uses of the Easement Area to erect, construct, install, and thereafter use, operate, inspect, repair, maintain, reconstruct, modify and remove the following:

- Electric transmission and distribution lines;
- Water lines and sanitary sewer lines, connecting lines, access facilities, and related equipment;
- Storm sewers and collection facilities;
- Television, telephone, and communications lines;
- Drainage ditches, drainage pipes and all other drainage structures, surface and subsurface;

upon, over, and across the said PROPERTY as described and any ways, streets, roads, or alleys abutting same; and to cut, trim, and control the growth of trees and other vegetation on and in the easement area or on adjoining property of GRANTOR, which might interfere with or threaten the operation and maintenance of any public utility equipment, accessories, or operations. It being understood and agreed that any and all equipment and facilities placed upon said property shall remain the property of GRANTEE.

GRANTOR expressly subordinates all rights of surface use incident to the mineral estate to the above described uses of said surface by GRANTEE, and agree to lender's subordinations on behalf of GRANTEE. GRANTORS will provide GRANTEE with the names and addresses of all lenders.

RESERVATIONS AND RESTRICTIONS: None

TO HAVE AND TO HOLD, the rights and interests herein described unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, forever, and GRANTOR does hereby bind itself, its successors and assigns, to warrant and forever defend, all

and singular, these rights and interests unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

CHIMNEY HILL PROPERTIES, LTD.
By Rosco Holdings Incorporated
General Partner
BY: [Signature]
Printed Name: LEONARD M. ROSS
Title: PRESIDENT

TEXAS
STATE OF CALIFORNIA *
COUNTY OF BRAZOS *

ACKNOWLEDGMENT

This instrument was acknowledged before me on this 15th day of December, 1994, by Leonard Ross as Pres. Rosco Holding for General Partner CHIMNEY HILL PROPERTIES, LTD., on its behalf.

Gloria J. Cervenka
Notary Public in and for the
State of Texas

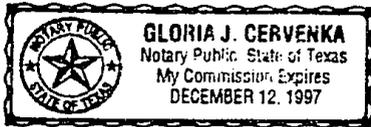


EXHIBIT "A"

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, Texas 77845
(409) 690-3378

20' Utility Easement
Chimney Hill Properties Tract
Lots 3 & 4 Block 1 Chimney Hill Retail Plaza
Richard Carter League
College Station, Texas
30 September 1994

All that certain tract or parcel of land lying and being situated in the Richard Carter League in College Station, Brazos County, Texas, being a part of Lots 3 and 4 Block 1 of Chimney Hill Retail Plaza Replat recorded in Volume 807, Page 543 of the Official Records of Brazos County, Texas, which is the same tract conveyed to Chimney Hills Properties, Ltd. by deed recorded in Volume 1644, Page 186 of the Official Records of Brazos County, Texas, and being more particularly described as follows:

Beginning in the northwest line of University Drive at the common corner of Lots 2 and 3 of Block 1 of the said Chimney Hills Retail Plaza.

Thence S 58° 02' 31" W - 171.89 feet along the northwest line of University Drive to an angle point;

Thence S 47° 59' 39" W - 308.31 feet, continuing along the northwest line of University Drive, to an angle point;

Thence S 45° 16' 55" W - 159.30 feet, continuing along the northwest line of University Drive, to an angle point;

Thence S 42° 10' 06" W - 6.45 feet, continuing along the northwest line of University Drive, to the northeast line of an existing utility easement;

Thence N 48° 28' 37" W - 20.00 feet along the northeast line of the said utility easement;

Thence through the said Lots 3 and 4, parallel to and twenty feet from the northwest line of University Drive as follows:

N 42° 10' 06" E - 7.22 feet to an angle point;

N 45° 16' 55" E - 160.32 feet to an angle point;

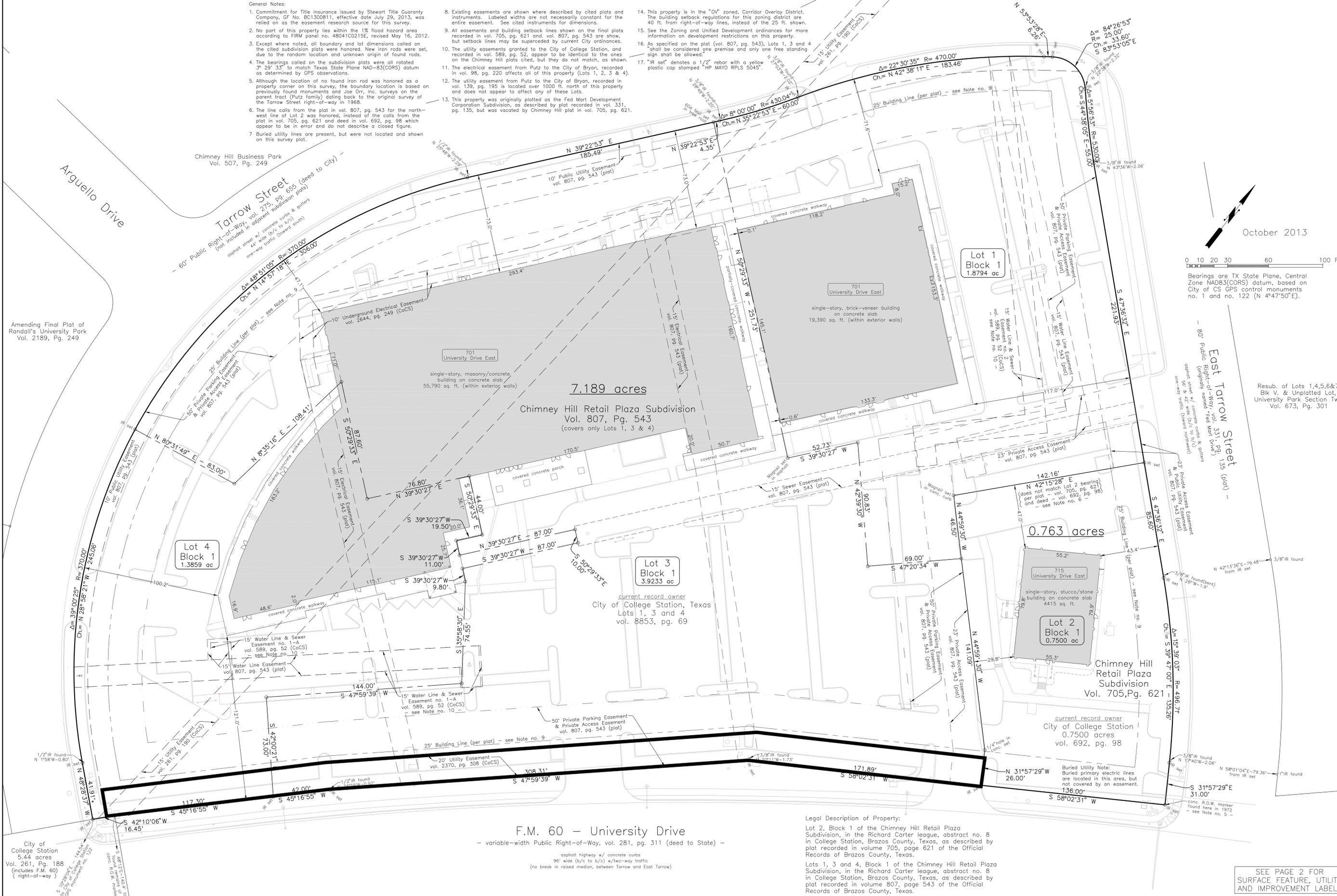
N 47° 59' 39" E - 310.54 feet to an angle point;

N 58° 02' 31" E - 173.65 feet to the line between Lots 2 and 3;

Thence S 31° 57' 29" E - 20.00 feet along the line between Lots 2 and 3 to the Point of Beginning and containing 0.30 acres of land more or less.



- General Notes:
- Commitment for Title Insurance issued by Stewart Title Guaranty Company, of No. BC1300811, effective date July 29, 2013, was relied on as the easement research source for this survey.
 - No part of this property lies within the 1% flood hazard area according to FIRM panel no. 48041C0215E, revised May 16, 2012.
 - Except where noted, all boundary and lot dimensions called on the cited subdivision plats were honored. New iron rods were set, due to the random location and unknown origin of found rods.
 - The bearings called on the subdivision plats were all rotated 3° 29' 33" to match Texas State Plane NAD-83(CORS) datum as determined by GPS observations.
 - Although the location of no found iron rod was honored as a property corner on this survey, the boundary location is based on previously found monuments and Joe Orr, Inc. surveys on the parent tract (Putz family) dating back to the original survey of the Tarrow Street right-of-way in 1968.
 - The line calls for the plat in vol. 807, pg. 543 for the north-west line of Lot 2 was honored, instead of the calls from the plat in vol. 705, pg. 621 and deed in vol. 692, pg. 98 which appear to be in error and do not describe a closed figure.
 - Buried utility lines are present, but were not located and shown on this survey plat.
 - Existing easements are shown where described by cited plats and instruments. Labeled widths are not necessarily constant for the entire easement. See cited instruments for dimensions.
 - All easements and building setback lines shown on the final plats recorded in vol. 705, pg. 621 and vol. 807, pg. 543 are show, but setback lines may be superseded by current City ordinances.
 - The utility easements granted to the City of College Station, and recorded in vol. 589, pg. 52, appear to be identical to the ones on the Chimney Hill plats cited, but they do not match, as shown.
 - The electrical easement from Putz to the City of Bryan, recorded in vol. 98, pg. 220 affects all of this property (Lots 1, 2, 3 & 4).
 - The utility easement from Putz to the City of Bryan, recorded in vol. 139, pg. 195 is located over 1000 ft. north of this property and does not appear to affect any of these Lots.
 - This property was originally platted as the Fed Mart Development Corporation Subdivision, as described by plat recorded in vol. 331, pg. 135, but was vacated by Chimney Hill plat in vol. 705, pg. 621.
 - This property is in the "0V" zoned, Corridor Overlay District. The building setback regulations for this zoning district are 40 ft. from right-of-way lines, instead of the 25 ft. shown.
 - See the Zoning and Unified Development ordinances for more information on development restrictions on this property.
 - As specified on the plat (vol. 807, pg. 543), Lots 1, 3 and 4 shall be considered one premise and only one free standing sign shall be allowed.
 - "IR set" denotes a 1/2" rebar with a yellow plastic cap stamped "HP MAYO RPLS 5045".



October 2013

0 10 20 30 60 100 Ft

Bearings are TX State Plane, Central Zone NAD83(CORS) datum, based on City of CS GPS control monuments no. 1 and no. 122 (N 4°47'50"E).

Resub. of Lots 1,4,5,6&7 Blk V. & Unplatted Lot, University Park Section Two Vol. 673, Pg. 301

F.M. 60 - University Drive

- variable-width Public Right-of-Way, vol. 281, pg. 311 (deed to State) -

asphalt highway w/ concrete curbs
96' wide (b/c to b/c) w/two-way traffic
(no break in raised median, between Tarrow and East Tarrow)

Legal Description of Property:
Lot 2, Block 1 of the Chimney Hill Retail Plaza Subdivision, in the Richard Carter league, abstract no. 8 in College Station, Brazos County, Texas, as described by plat recorded in volume 705, page 621 of the Official Records of Brazos County, Texas.

Lots 1, 3 and 4, Block 1 of the Chimney Hill Retail Plaza Subdivision, in the Richard Carter league, abstract no. 8 in College Station, Brazos County, Texas, as described by plat recorded in volume 807, page 543 of the Official Records of Brazos County, Texas.

SEE PAGE 2 FOR SURFACE FEATURE, UTILITY AND IMPROVEMENT LABELS

City of College Station
5.44 acres
Vol. 261, Pg. 188
(includes F.M. 60)
(right-of-way)

Lot 4
Block 1
1.3859 ac

7.189 acres
Chimney Hill Retail Plaza Subdivision
Vol. 807, Pg. 543
(covers only Lots 1, 3 & 4)

Lot 3
Block 1
3.9233 ac

current record owner
City of College Station, Texas
Lots 1, 3 and 4
vol. 8853, pg. 69

0.763 acres

Lot 2
Block 1
0.7500 ac

Chimney Hill Retail Plaza Subdivision
Vol. 705, Pg. 621

current record owner
City of College Station
0.7500 acres
vol. 692, pg. 98

Lot 1
Block 1
1.8794 ac

701 University Drive East
single-story, brick-veneer building
on concrete slab
19,390 sq. ft. (within exterior walls)

701 University Drive East
single-story, masonry/concrete
building on concrete slab
55,790 sq. ft. (within exterior walls)

715 University Drive East
single-story, stucco/stone
building on concrete slab
4415 sq. ft.

Chimney Hill Business Park
Vol. 507, Pg. 249

Tarrow Street
60' Public Right-of-Way, vol. 275, pg. 655 (deed to City)
(not included in adjacent subdivision plat)

Arguello Drive

East Tarrow Street
80' Public Right-of-Way, vol. 331, pg. 135 (plat)

City of College Station
5.44 acres
Vol. 261, Pg. 188
(includes F.M. 60)
(right-of-way)

City of College Station
5.44 acres
Vol. 261, Pg. 188
(includes F.M. 60)
(right-of-way)



Legislation Details (With Text)

File #: 14-541 **Version:** 1 **Name:** Rental Registration Ordinance
Type: Ordinance **Status:** Agenda Ready
File created: 6/12/2014 **In control:** City Council Regular
On agenda: 6/26/2014 **Final action:**
Title: Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 4, "Business Regulations", Section 4-19, "Rental Registration of Single Family and Duplex Dwelling Units" of the Code of Ordinances of the City of College Station.
Sponsors: Lance Simms
Indexes:
Code sections:
Attachments: [Exhibit A.pdf](#)
[Rental Registration Ordinance.pdf](#)

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 4, "Business Regulations", Section 4-19, "Rental Registration of Single Family and Duplex Dwelling Units" of the Code of Ordinances of the City of College Station.

Relationship to Strategic Goals:

- Neighborhood Integrity

Recommendation(s): Staff recommends approval

Summary: This ordinance was originally presented at the 12 June City Council meeting. The ordinance presented on the 12th proposed the following changes:

- An administrative penalty (citation) provision,
- A requirement that the a notarized affidavit be provided as part of the registration, and
- A requirement that a copy of the current lease(s) be provided upon request

Following discussion, the City Council tabled the item until the 26 June meeting and directed staff to further explore options regarding the lease and notarized affidavit.

The attached ordinance contains the following changes:

- An administrative penalty (citation) provision
- A requirement that a copy of the lease be presented to the administrator for review upon request
- An effective date of 45 days after adoption

The requirement regarding the notarized affidavit has been removed in favor of a strongly-worded acknowledgement that will be included on the rental registration form. A copy of the acknowledgement language will be available at the City Council meeting.

Budget & Financial Summary: "Effective enforcement of this ordinance will require additional resources. While some of the anticipated workload may be absorbed within current budgets, it is anticipated that additional code enforcement personnel will be requested as part of the FY '15 budget process."

Attachments: Ordinance

EXHIBIT “A”

That Chapter 4, “Business Regulations,” Section 4.19, “RENTAL REGISTRATION OF SINGLE- FAMILY AND DUPLEX DWELLING UNITS”, of the Code of Ordinances of the Code of the City of College Station, Texas, is hereby amended as set out hereafter to read as follows:

“SECTION 19: RENTAL REGISTRATION OF SINGLE-FAMILY AND DUPLEX DWELLING UNITS

A. PURPOSE

The purpose of this Section is to establish a registration requirement for owners of Rental Properties so that the City may expeditiously identify and contact the Owner, if local, or Owner’s local contact person to obtain tenant information in the event of an emergency or when a disproportionate number of city, state or federal law violations have occurred on or in the property. It is not the intent of this section to determine the rights and liabilities of persons under agreements to which the City is not a party. This section shall not be construed to alter the terms of any lease or other agreement between a landlord and a tenant or others relating to property that is the subject of this section; provided that no provision of any lease or other agreement shall be construed to excuse non-compliance with this section.

B. DEFINITIONS

- (1) Administrator: The City Manager or his designee
- (2) Rental Property: Any single-family or duplex dwelling unit that is not owner occupied, whether or not rent is charged. Rental Property includes, but is not limited to: properties rented to students, families, or any other persons; properties in which a family member of the owner resides in the home but the owner does not (regardless of whether additional persons also reside in the home); properties used as vacation rentals or game-day rentals, and properties where a property caretaker lives in the home but the owner does not.
- (3) Duplex Dwelling: As defined in Article 11, “Definitions” of the Unified Development Ordinance.
- (4) Single-Family Dwelling: As defined in Article 11, “Definitions” of the Unified Development Ordinance.

C. REGULATIONS

- (1) Each owner or real estate manager of Rental Property is required to annually register the property with the City on a form provided by the Administrator. A new registration is also required upon any change in the conditions listed below: The information required to register the Rental Property is as follows:
 - (a) Address of the Rental Property;

- (b) Owner and contact information for the owner;
 - (c) Type of rental property such as single-family or duplex;
 - (d) Local contact person with contact information, in the case of an absentee owner. The local contact person cannot be someone who is listed on the lease. Local contact must reside within thirty (30) miles of the College Station City Hall;
- (2) Tenant names, the contact information for all persons listed on the current lease(s), and all current lease(s) shall be presented to the Administrator for review upon request.
 - (3) Other information shall likewise be provided, as deemed necessary by the Administrator.
 - (4) A fee of Fifteen Dollars (\$15.00) shall be assessed at the time of any required registration.

D. ENFORCEMENT

The Administrator shall have the authority to issue citations for the violation of the provisions of this Section. An individual’s signature on a copy of the citation given to him is acknowledgement of receipt of the same and a promise to contact the Administrator to either pay or arrange for the entry of a plea and a hearing, within ten (10) days of the date of the citation. Failure or refusal to sign shall be noted and a copy filed with the Administrator, as due and payable within ten (10) days, absent a timely appeal, the lack of signature notwithstanding.

E. PENALTIES

- (1) Administrative penalties for code violations may be imposed, in addition to the criminal prosecution authorized by Section 1-5 of this Code. The following criteria shall be considered:
 - (a) The extent to which the person has benefited from the violation;
 - (b) The degree of harm to the public health, safety, welfare and aesthetics as a result of the violation;
 - (c) The recidivism of the person, including previous compliance and enforcement action;
 - (d) Good faith efforts to remedy the violation;
 - (e) The duration of the violation after a notice and order of compliance was served.
- (2) The amount of the citation shall be as follows:

OFFENSE	PAYMENT WITHIN 10 DAYS/ PAYMENT AFTER 10 DAYS
First	\$180 / \$200

Second	\$330 / \$350
Third and Subsequent	\$480 / \$500

- (3) Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

F. VIOLATIONS

- a. It is a violation of this section to:
- (1) Fail to register a Rental Property when required by subsection 19C;
 - (2) Fail to present and/or provide documents requested pursuant to subsection 19C(2) or 19C(3);
 - (3) Provide false information to the Administrator under this Section; or
 - (4) Continue non-compliance with this Section, following either an administrative or judicial finding of non-compliance or plea of guilty.
- b. A plea of no contest shall be treated as a plea of guilty for purposes of this Section.

G. ADMINISTRATIVE ADJUDICATION OF VIOLATIONS

- (1) A person who receives an administrative citation or summons under Section 19E above is entitled to an administrative hearing.
- (2) The Administrator shall implement and enforce the provisions of this section, establishing necessary procedures consistent with this Section.
- (3) One (1) or more Hearing Officers shall be appointed by the Administrator to administratively adjudicate all violations for which an administrative citation or summons is issued.
- (4) A Hearing Officer shall have the authority to:
 - (a) Administer oaths;
 - (b) Accept admissions and hear and determine contests of violations under this Section, and
 - (c) Issue orders enforceable by the Municipal Court compelling the attendance of witnesses and the production of documents.
- (5) The administrative adjudication process is initiated by the issuance of an administrative citation or summons by a City Code Enforcement Officer or licensed Peace Officer. An administrative citation or summons serves as notice of administrative adjudication hearing under this section.
- (6) An administrative citation or summons shall include the following information:
 - (a) The nature, date, time and location of the alleged violation;
 - (b) A statement that a person charged with a civil offense under the City's Code of Ordinances is entitled to an administrative adjudication hearing to determine liability for the charged offense and that such right to a hearing shall be exercised by personally appearing at College Station Municipal Court within ten (10) days from the date of the citation.

- (c) A notification that failure to answer the citation or to appear at the administrative adjudication hearing is considered an admission of liability for the violation and will result in the assessment of civil fines, costs and fees.
- (7) An administrative citation or summons may be served personally on the owner of the Rental Property or the owner's legal registered agent. The citation or summons may be served by personal service, regular and/or certified mail.
- (8) The original or a copy of the citation, including an electronic copy is a governmental record kept in the ordinary course of City business and is rebuttable proof of the facts it contains.
- (9) The original and all copies of any administrative citation or summons are prima facie evidence that it was issued and that service was made in accordance with this subsection."

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 4, "BUSINESS REGULATIONS," SECTION 4.19, "RENTAL REGISTRATION OF SINGLE-FAMILY AND DUPLEX DWELLING UNITS" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 215.075 of the Texas Local Government Code authorizes home rule municipalities to regulate any lawful business or occupation that is subject to the police power of the municipality; and

WHEREAS, Sections 51.001, 54.001 and 54.004 of the Texas Local Government Code authorize home rule municipalities to enforce ordinances necessary to protect health, life, and property and to preserve the good government, order, and security of the municipality and its inhabitants; and

WHEREAS, it is the purpose of this Ordinance and the policy of the City of College Station, so as to protect and promote the public health, safety, and welfare of its citizens, to establish rights and obligations of owners relating to Rental Properties; and

WHEREAS, as a means to those ends, this Ordinance provides for registration of Rental Properties, and sets penalties for violations. It also sets forth requirements of all non-local owners of Rental Properties to designate a local agent for purposes of this Ordinance and prescribes duties of owners and agents; now, therefore

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

PART 1: That **Chapter 4, "Business Regulations," Section 4.19, "Rental registration of single-family and duplex dwelling units"** of the Code of Ordinances of the City of College Station be amended as set out in **Exhibit "A"**, attached hereto and made a part of this Ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue shall be deemed a separate offense. Said

Ordinance becomes effective forty-five (45) days after its date of passage by the City Council.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2014.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney



Legislation Details (With Text)

File #: 14-532 **Version:** 1 **Name:** P&Z Appointment
Type: Appointment **Status:** Agenda Ready
File created: 6/10/2014 **In control:** City Council Regular
On agenda: 6/26/2014 **Final action:**
Title: Presentation, possible action and discussion regarding appointments to the following boards and commissions:
 · Planning and Zoning Commission

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion regarding appointments to the following boards and commissions:
 · Planning and Zoning Commission

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None

Summary: Brad Carrier has resigned his position with the Planning and Zoning Commission. For purposes of maintaining a quorum, it is necessary to appoint someone to fill his unexpired term.

Budget & Financial Summary: None

Attachments: