



College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Meeting Agenda - Final City Council Regular

Monday, November 24, 2014

7:00 PM

City Hall Council Chambers

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

Presentation:

Presentation regarding the sponsorship, involvement and support of the Texas Army National Guard to the 2014 Games of Texas hosted by Bryan/College Station/Texas A&M University.

Recognition and awarding Fire Marshal Eric Dotson with a Diploma from the United States Fire Administration and Federal Emergency Management Agency for completion of the EFOP and conferring the title of Executive Fire Officer.

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. [14-859](#) Presentation, possible action, and discussion of minutes for:

- November 13, 2014 Workshop
- November 13, 2014 Regular Meeting
- November 18, 2014 Special Meeting

Sponsors: Mashburn

Attachments: [WKSHP111314 DRAFT Minutes.pdf](#)
[RM111314 DRAFT Minutes.pdf](#)
[SM111814 draft Minutes.pdf](#)

- 2b. [14-763](#) Presentation, possible action, and discussion regarding adoption of the 2015 Annual Council Calendar.

Sponsors: Mashburn

Attachments: [2015 Council Meeting Calendar](#)
[2015 Council Meetings and Holidays-Year at a glance](#)

- 2c. [14-783](#) Presentation, possible action, and discussion regarding the approval of real estate contract no. 15-054 in the amount of \$1,550,000 for the sale of 63.187 acres of land located along Rock Prairie Road, next to Lick Creek Park.

Sponsors: Harmon

Attachments: [Real Estate Contract.pdf](#)
[Rock Prairie Road Tract Location Map.pdf](#)

- 2d. [14-784](#) Presentation, possible action, and discussion regarding construction contract no. 15-011 with Dudley Construction, Ltd., in the amount of \$4,355,118 for the Sandy Point Pump Station Improvements.

Sponsors: Harmon

Attachments: [Sandy Point Map.pdf](#)
[ITB 15-006 Tabulation.pdf](#)
[ITB 14-082 Tabulation.pdf](#)

- 2e. [14-818](#) Presentation, possible action, and discussion regarding the award of Bid 15-001 and approval of a contract between the City of College Station and WEG Electric Corp, in the amount of \$599,900 for the purchase and installation of a substation transformer to serve added load.

Sponsors: Crabb

Attachments: [Bid Tab 15-001.pdf](#)

- 2f. [14-821](#) Presentation, possible action, and discussion regarding an interlocal agreement between the City of College Station and Texas A&M University to equally share in the cost of deployment and rental and/or purchase of traffic control devices which will be used to implement the Game Day Traffic Control Plan. The total cost to rent the equipment for games 1 - 6 is \$89,883.50 and the anticipated purchase price of the devices is approximately \$240,000.

Sponsors: Rother

- 2g. [14-822](#) Presentation, possible action, and discussion regarding approval of a professional services contract between the City of College Station and Freese and Nichols, Inc. in the amount of \$76,505 (Contract No. 15-007) for the Wolf Pen Creek Erosion Control Phase II Project.

Sponsors: Harmon

Attachments: [WPC Location Map.pdf](#)

- 2h. [14-823](#) Presentation, possible action, and discussion regarding the renewal of four Master Agreements for Real Estate Appraisal Services: S.T. Lovett & Associates (Contract No. 13-040); Integra Realty Resources - Houston (Contract No. 13-041); Atrium Real Estate Services (Contract No. 13-042); Integra Realty Resources - Austin (Contract No. 13-043). Each Master Agreement will not exceed \$35,000. Approval of the renewal of these agreements will authorize the City Manager or his delegate to approve Service Orders for each project within the terms of each Master Agreement.

Sponsors: Harmon

- 2i. [14-826](#) Presentation, possible action, and discussion regarding the purchase of Excess Workers' Compensation and Casualty Insurance from the Colony Insurance Company for a total premium of \$99,664.50.

Sponsors: Pond

Attachments: [Insurance FY15 Colony McGriff Renewal Recommendation Letter 111014.doc](#)

- 2j. [14-827](#) Presentation, possible action, and discussion regarding award of contract no. 15-036 to Brazos Paving, Inc. in an amount not to exceed \$864,000.00 for concrete curb, gutter, and flatwork installation to maintain City infrastructure.

Sponsors: Harmon

- 2k. [14-828](#) Presentation, possible action, and discussion regarding the second renewal of the 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 (\$64.00 per ton).

Sponsors: Harmon

Attachments: [Renewal Bid 14-021.pdf](#)

- 2l. [14-829](#) Presentation, possible action, and discussion on an ordinance 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 Holleman Drive West and Jones-Butler Road.

Sponsors: Rother

Attachments: [Holleman @ Jones-Butler All-Way Stop.pdf](#)
[4-Way Stop Sign Ord - Holleman @ Jones-Butler.docx](#)

- 2m. [14-830](#) Presentation, possible action, and discussion regarding the approval for purchase of new grounds maintenance equipment for the Parks and Recreation Department in the amount of \$71,245.71.

Sponsors: Atkins

Attachments: [Professional Turf Products quote.pdf](#)

- 2n. [14-831](#) Presentation, possible action, and discussion regarding construction contract no. 15-002 with Allstate Signal and Construction, LLC, in the amount of \$262,384.86 for traffic signal rehabilitation and sidewalk improvements at the intersection of Southwood and FM 2818, Project No. ST-1414.

Sponsors: Harmon

Attachments: [15-002 Bid Tabulation.pdf](#)
[Project Location Map - Southwood and FM 2818 Signal Rehabilitation.pdf](#)

- 2o. [14-832](#) Presentation, possible action, and discussion on a construction contract with Dudley Construction, in the amount of \$99,403.83 for playground replacement at the Bee Creek and Thomas Parks, Project Number PK14-03 and PK 14-04.

Sponsors: Atkins

Attachments: [Tabulation Dudley Const .pdf](#)
[BC Cave and Double Arch drawing-Model.pdf](#)
[Thomas swing set plan-Model.pdf](#)

- 2p. [14-834](#) Presentation, possible action, and possible action to approve renewal of the General Services Agreement for Services with Emergicon to provide ambulance billing, accounts receivable and delinquent account collection services in an amount not to exceed \$120,000. This is the second renewal of four possible renewals.

Sponsors: Kersten

Attachments: [Contract 13-048 Signed Emergicon - Ambulance Billing.pdf](#)

- 2q. [14-835](#) Presentation, possible action, and discussion regarding a contract for Anadarko E&P Onshore LLC to purchase pond water from the

City's wellfield property called Hanson South.

Sponsors: Coleman

- 2r. [14-858](#) 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", to remove parking along the access road for Texas Avenue south of Walton Drive.

Sponsors: Rother

Attachments: [Texas Avenue access road.pdf](#)
[Park Removal Ordinance SH B6-R Access Road 11-10-14.docx](#)

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. [14-836](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from PDD Planned Development District to PDD Planned Development District to amend the concept plan layout and uses for approximately 1.498 acres for the property being all that certain tract or parcel of land

situated in the Robert Stevenson survey, Abstract No. 54, City of College Station, Brazos County, Texas, same being all that called 1.498 acre tract conveyed to Discount Fuels, LLC., by Mark Carrol Lenz and Mary Jane Lenz, by deeds recorded in Volume 9853, Page 11 and Volume 9853, Page 17 of the Official Public Records of Brazos County, Texas, located at 13601 FM 2154 (Wellborn Road), and more generally located south of the intersection of State Highway 40 (William D. Fitch Parkway) and F.M. 2154 (Wellborn Road).

Sponsors: Prochazka

Attachments: [Background](#)
[Small Area Map & Aerial](#)
[Ordinance.docx](#)

2. [14-841](#) Public Hearing, presentation, possible action and discussion regarding an amendment to 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&D Research & Development to T Townhouse for a 2.2920 acre tract for the property being Morgan Rector League, Abstract No. 46, in the City of College Station, Brazos County, Texas and being all of the called 2.2920 acre tract described in the deed from Chuck Ellison, Trustee for the Dartmouth Joint Venture to Stacy Diane Tremont Trust #1 recorded in Volume 2545, Page 67 of the Official Records of Brazos County, Texas, generally located at 2440 Harvey Mitchell Parkway South.

Sponsors: Cuaron

Attachments: [Background](#)
[Sam and Aerial](#)
[Ordinance](#)

3. [14-842](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from GS General Suburban to PDD Planned Development District for approximately 1 acre for the property being Morgan Rector League, A-46, in the City of College Station, Brazos County, Texas as recorded in Volume 11874, Page 38, of the Brazos County Official Records, generally located at 218 Sterling Street.

Sponsors: Schubert

Attachments: [Background Information](#)
[Aerial and Small Area Map](#)
[Ordinance](#)

4. [14-843](#) Public Hearing, presentation, possible action and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance," Section 12-4.2, "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 SC Suburban Commercial for 2.236 acres being a portion of 1, Block 1, Jackson Estates, Phase One, according to the plat recorded in volume 9762, page 159 of the official public records of Brazos County, Texas and being the same tract of land as described by a deed to the JH Driving Range, LLC recorded in volume 9816, page 120 of the Official Public Records of Brazos County, Texas, generally located at the southwest corner of Rock Prairie Road West and Holleman Drive South.

Sponsors: Bullock

Attachments: [Background](#)
[Sam and Aerial](#)
[Ordinance](#)

5. [14-844](#) Public Hearing, presentation, possible action, and discussion on a Conditional Use Permit for a Night Club/Bar/Tavern, more specifically the Annex Hookah Lounge, consisting of approximately 2,426 square feet of the Park Place Shopping Plaza being Park Place, Block 1, Lot 1, generally located at 2501 Texas Avenue South, Suite C-107, more generally located at the southeast corner of Texas Avenue South and Southwest Parkway.

Sponsors: Bullock

Attachments: [Background](#)
[Sam and Aerial](#)
[Ordinance](#)

6. [14-845](#) Public Hearing, presentation, possible action, and discussion regarding a Conditional Use Permit for a wireless telecommunications facility on approximately 0.127 acres being the location of a 1,600 square foot wireless tower lease tract being out of a tract of land containing 2.58 acres, more or less, in the Robertson Stevenson, Abstract 54, College Station, Brazos County, Texas, being all of Graham Road Industrial Park, Phase 1, according to the map or plat recorded in volume 9724, page 232 B.C.M.R., as conveyed to Faith Investments, by Warranty Deed

with Vendor's lien dated May 20, 2010 and recorded in volume 9635, page 112 of the Brazos County Deed Records, generally located at 727 Graham Rd A, more generally located near the northeast corner of Graham Road and Victoria Avenue.

Sponsors: Bullock

Attachments: [Background](#)
[Sams and Aerials](#)
[Ordinance](#)

7. [14-846](#) Public Hearing, presentation, possible action and discussion regarding an amendment to 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 C-3 Light Commercial, T Townhouse, and R Rural to T Townhouse and NAP Natural Areas Protected for a 7.236 acre tract for the being in the Crawford Burnett League, Abstract No. 7, College Station, Brazos County, Texas said tract being a portion of a called 7.236 acre tract as described by a deed to Unisource Real Estate Investments, LLC recorded in Volume 7960, Page 67 of the Official Public Records of Brazos County, Texas, generally located at 2021 Harvey Mitchell Parkway South.

Sponsors: Cuaron

Attachments: [Background](#)
[Sam and Aerial](#)
[RioGrandeOrdinance.docx](#)

8. [14-797](#) Presentation, possible action, and discussion regarding an update to amend to Chapter 4, "Business Regulations," Section 13, "Oil and Gas Regulations," of the Code of Ordinances of the City of College Station, Texas.

Sponsors: Gibbs

9. 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

I certify that the above Notice of Meeting was posted at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on November 20, 2014 at 5:00 p.m.



City Secretary

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 #: 14-859 **Version:** 1 **Name:** Minutes
Type: Minutes **Status:** Consent Agenda
File created: 11/17/2014 **In control:** City Council Regular
On agenda: 11/24/2014 **Final action:**
Title: Presentation, possible action, and discussion of minutes for:
· November 13, 2014 Workshop
· November 13, 2014 Regular Meeting
· November 18, 2014 Special Meeting
Sponsors: Sherry Mashburn
Indexes:
Code sections:
Attachments: [WKSHP111314 DRAFT Minutes.pdf](#)
[RM111314 DRAFT Minutes.pdf](#)
[SM111814 draft Minutes.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion of minutes for:
· November 13, 2014 Workshop
· November 13, 2014 Regular Meeting
· November 18, 2014 Special Meeting

Relationship to Strategic Goals:
• Good Governance

Recommendation(s): None

Summary: None

Budget & Financial Summary: None

Attachments:

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
NOVEMBER 13, 2014

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor, absent

Council:

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

City Staff:

Kelly Templin, City Manager
Chuck Gilman, Deputy City Manager
Carla Robinson, City Attorney
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 Pro Tem Mooney at 4:30 p.m. on Thursday, November 13, 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, and §551.074-Personnel, the College Station City Council convened into Executive Session at 4:32 p.m. on Thursday, November 13, 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 Excell 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
- Margaret L. Cannon v. Deputy Melvin Bowser, Officer Bobby Williams, Officer Tristan Lopez, Mr. Mike Formicella, Ms. Connie Spence, Cause No. 13 002189 CV 272, In the 272nd District Court of Brazos County, Texas
- Bobby Trant v. BVSWMA, Inc., Cause No. 33014, In the District Court, Grimes County, Texas, 12th Judicial District
- Robyn Taylor, et al vs. Boomfit, Carlos Lima and Alicia Lima and Lincoln Recreational Center, Cause No. 13 003118 CV 85, In the 85th District Court of Brazos County, Texas
- Juliao v. City of College Station, Cause No. 14-002168-CV-272, in the 272nd District Court of Brazos County, Texas

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

- Legal advice related to filing an amicus brief in City of Galveston, Dorothy Palumbo, City Attorney and Sterling W. Patrick, Director of Grants and Housing v. CDM Smith, Inc., Cause No.14-14-00294-CV, in the Fourteenth Court of Appeals.

C. Deliberation on an offer of financial or other incentives for a business prospect the City seeks to have locate, stay, or expand in or near the City limits; to wit:

- Economic incentives for a proposed development located in the College Station Medical District – East

The Executive Session adjourned at 5:40 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.

No items were pulled for clarification.

5. Presentation, possible action, and discussion regarding an update on the annexation process for approximately 200 acres on the southwest side of the City, generally bordered by FM 2154, Greens Prairie Trail, and Royder Road.

Lance Simms, Director of Planning and Development, updated the council on staff's progress regarding the petition to annex approximately 70 acres plus annexation of additional areas as well, totaling about 200 acres. A public meeting was held October 6. A draft annexation schedule has been drafted, which currently calls for final Council action in April 2015.

Council provided direction to staff to proceed with the annexation and to not set a precedent related to the sewer issue.

6. Council Calendar

Council reviewed the calendar.

7. 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.

There were no future items.

8. 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.

Councilmember Brick reported on the IGC.

Councilmember Schultz reported on Veteran's Day events and the viewing of the Bastogne film.

Councilmember Aldrich also spoke on the Bastogne film and the Transportation Committee.

Councilmember Nichols reported on the retirement of Roy Kelley, bailiff.

9. Adjournment

MOTION: There being no further business, Mayor Pro Tem Mooney adjourned the workshop of the College Station City Council at 6:32 p.m. on Thursday, November 13, 2014.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
NOVEMBER 13, 2014

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor, absent

Council:

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

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 Pro Tem Mooney at 7:02 p.m. on Thursday, November 13, 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.

MOTION: Upon a motion made by Councilmember Aldrich and a second by Councilmember Schultz, the City Council voted five (5) for and none (0) opposed, to approve the absence requests from Mayor Berry and Councilmember Benham. The motion carried unanimously.

Presentation by the College Station Fire Department and the College Station Professional Fire Fighters Association to the Muscular Dystrophy Association.

Representatives of the College Station Professional Fire Fighters Association presented a check in the amount of \$27,972 to the Muscular Dystrophy Association.

Recognition of the Arts Council of the Brazos Valley as the 2014-2015 Friend of Texas Arts Education.

Mayor Pro Tem Mooney proclaimed the week of November 1-14, 2014 as Arts Council of the Brazos Valley Week in recognition of being awarded the *2014-2015 Friend of Texas Arts Education* by the Texas Art Education Association. In attendance to receive the proclamation were Chris Dyer, ACBV CEO; Pam Smits, ACBV Treasurer; Jan Cleery, ACBV Secretary; Hans Hammond, ACBV President-elect; Peter Canney, ACBV President; Jami Bevans, representing CSISD and BVAEA, and Irma Cauley, Brazos County Commissioner.

Citizen Comments

Ben Roper, 5449 Prairie Dawn Court, came before Council to honor the service and sacrifice of Airman 1st Class Raymond Losano.

Lynn Evans, 5149 FM 1179, Bryan, provided written comments, attached.

CONSENT AGENDA

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

- **October 20, 2014 Regular Council Meeting**
- **October 20, 2014 Workshop**

2b. Presentation, possible action and discussion on a funding agreement between the City of College Station and Keep Brazos Beautiful for FY15 in the amount of \$52,740.

2c. Presentation, possible action, and discussion on the purchase of a new Hazardous Materials Response Vehicle for the price of \$654,755.58 from VT Hackney Inc.

2d. Presentation, possible action, and discussion regarding award of a construction contract to Pipe Works Constructors LLC in the amount of \$1,149,500 for the Wastewater Treatment Plant Blower and Diffuser Improvements.

2e. Presentation, possible action, and discussion on the purchase of three (3) Police motorcycles from Independence Harley Davidson (College Station, TX) for the amount of \$55,624.80 plus an additional one year extended warranty for \$2,901.00 and the trade-in of one (1) existing 2010 Harley Davidson Road King motorcycles for \$8,000.

2f. Presentation, possible action and discussion on Resolution 11-13-14-2f, assigning the Medical Waste Franchise Agreement with Medstar Services (Ordinance No. 2013-3497) to Excel Medical Waste Disposal for medical waste collection.

2g. Presentation, possible action, and discussion on Ordinance 2014-3608, amending Chapter 10 "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", Sections A - D of the Code of Ordinances of the City of College Station, Texas, providing a severability clause; declaring a penalty; and providing and effective date.

2h. Presentation, possible action, and discussion on rejecting bids for pavilion janitorial services.

2i. Presentation, possible action, and discussion regarding ratification and approval of a three year agreement for Westlaw online research services and printed materials from West Group for the City's Legal Department. Three year estimated costs are \$140,000.

MOTION: Upon a motion made by Councilmember Schultz and a second by Councilmember Aldrich, the City Council voted five (5) for and none (0) opposed, to approve the Consent Agenda. The motion carried unanimously.

REGULAR AGENDA

1. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2014-3609, amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from PDD Planned Development District to PDD Planned Development District to amend the concept plan layout and uses for approximately 32.488 acres for the property being a portion of the remainder of a called 120.76 acre tract described by a deed to Capstone-CS, LLC recorded in volume 8900, page 148 of the Official Records of Brazos County, Texas and the remainder of Lot 2R, Block 1, The Cottages of College Station, Phase 1, according to the plat recorded in volume 11391, page 129 of the Official Records of Brazos County, Texas, generally located at the southwest corner of Harvey Mitchell Parkway South and Holleman Drive South.

Jason Schubert, Planning and Development, reported that this request is to rezone the subject property from PDD Planned Development District to PDD Planned Development District to amend the concept plan layout and uses. The proposed rezoning change removes a small commercial area at Holleman Drive South and Cottage Lane.

At approximately 7:32 p.m., Mayor Pro Tem Mooney opened the Public Hearing.

Veronica Morgan, Mitchell and Morgan Engineering, 3204 Earl Rudder Frwy, said she is there to answer any questions. She noted traffic management is difficult in that area.

There being no further comments, the Public Hearing was closed at 7:36 p.m.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Schultz, the City Council voted five (5) for and none (0) opposed, to adopt Ordinance 2014-3609, amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from PDD Planned Development District to PDD Planned Development District to amend the concept plan layout and uses for approximately 32.488 acres for the property being a portion of the remainder of a called 120.76 acre tract described by a deed to Capstone-CS, LLC recorded in volume 8900, page 148 of the Official Records of Brazos County, Texas and the remainder of Lot 2R, Block 1, The Cottages of College Station, Phase 1, according to the plat recorded in volume 11391, page 129 of the Official Records of Brazos County, Texas, generally

located at the southwest corner of Harvey Mitchell Parkway South and Holleman Drive South. The motion carried unanimously.

2. Presentation, possible action, and discussion regarding a request to delay annexation of approximately 46 acres generally located northwest of the intersection of W.D. Fitch Parkway and Tonkaway Lake Road.

Lance Simms, Director of Planning and Development, reported that in October 2007, the owner of the subject property entered into a non-annexation development agreement with the City of College Station. The property owner has also entered into a saltwater disposal lease and the Owner's lessee has started construction on a truck unloading facility, both on the subject property. Staff believes the construction violates the terms of the non-annexation development agreement and, therefore, constitutes a petition for voluntary annexation. The attorney for the owner has requested that the City delay annexation until the termination date of the non-annexation development agreement (October 2017).

Staff recommends not moving forward with annexation of the subject property at this time. In order to provide maximum flexibility regarding annexation of the property, staff also recommends not approving a specific annexation date.

MOTION: Upon a motion by Councilmember Schultz and a second by Councilmember Aldrich, the City Council voted five (5) for and none (0) opposed, to delay annexation of approximately 46 acres generally located northwest of the intersection of W.D. Fitch Parkway and Tonkaway Lake Road, with no specific annexation date. The motion to amend carried unanimously.

3. Adjournment.

MOTION: There being no further business, Mayor Pro Tem Mooney adjourned the Regular Meeting of the City Council at 7:50 p.m. on Thursday, November 13, 2014.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE CITY COUNCIL SPECIAL MEETING
CITY OF COLLEGE STATION
NOVEMBER 18, 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
Sherry Mashburn, City Secretary
Tanya McNutt, Deputy City Secretary

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Special Meeting of the College Station City Council was called to order by Mayor Berry at 5:03 p.m. on Tuesday, November 18, 2014 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

2. Presentation, possible action, and discussion of Ordinance 2014-3610, of the City Council of the City of College Station, Texas, canvassing returns and declaring results of the general election, held on November 4, 2014, for the purpose of electing a Councilmembers, Places 1, 3, and 5. Presentación, posible acción y discusión de una Ordenanza del Consejo Municipal de la Ciudad de College Station, Texas, sondeando los resultados electorales y declarando los resultados de las elecciones generales celebradas el 4 de noviembre de 2014, con el propósito de elegir a un Alcalde y a Miembros del Consejo Municipal para los Puesto número 1, 3, y 5.

Sherry Mashburn, City Secretary, presented the results of the election to the Mayor and Council:

Councilmember, Place 1

Blanche Brick 6,845
Gabriel Pereira 2,045

Councilmember, Place 3

Karl Mooney, unopposed 7,572

Councilmember, Place 5

Julie Merrifield Schultz 5,316
Linda Harvell 3,564

Blanche Brick, Karl Mooney, and Julie Schultz each received a majority of the votes cast for their respective race and were declared elected.

MOTION: Upon a motion made by Mayor Berry and a second by Councilmember Benham, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2014-3610, canvassing returns and declaring results of the general election, held on November 4, 2014, for the purpose of electing a Councilmembers, Places 1, 3, and 5. The motion carried unanimously.

3. Issuance of Certificates of Election to elected City Council Members, Places 1, 3, and 5; and administer Oaths of Office. Entrega de los Certificados de las Elecciones a los Miembros del Consejo elegidos para los puestos número 1, 3, y 5; y administrar los Juramentos al Cargo.

Judge Spillane administered the oath of office to Blanche Brick, newly elected Councilmember, Place 1; Karl Mooney, newly elected Councilmember, Place 3; and Julie Schultz, newly elected Councilmember, Place 5.

4. Adjournment.

MOTION: There being no further business, Mayor Berry adjourned the Special Meeting of the City Council at 5:07 p.m. on Tuesday, November 18, 2014. A reception honoring the newly elected Councilmembers was held after the Special Meeting.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary



Legislation Details (With Text)

File #: 14-763 **Version:** 1 **Name:** 2015 Council Meeting Calendar
Type: Presentation **Status:** Consent Agenda
File created: 10/14/2014 **In control:** City Council Regular
On agenda: 11/24/2014 **Final action:**
Title: Presentation, possible action, and discussion regarding adoption of the 2015 Annual Council Calendar.
Sponsors: Sherry Mashburn
Indexes:
Code sections:
Attachments: [2015 Council Meeting Calendar](#)
[2015 Council Meetings and Holidays-Year at a glance](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding adoption of the 2015 Annual Council Calendar.

Relationship to Strategic Goals: Not applicable

Recommendation(s): Staff recommends adoption of the Annual Calendar.

Summary: The schedule lists the 2nd and 4th Thursdays for 2015 Council Meeting dates. Alternate dates will be provided for the Council if scheduling conflicts should arise.

This schedule is provided to the public on the City's website.

Budget & Financial Summary: None

Reviewed and Approved by Legal: Not applicable

Attachments:

1. 2015 Council Meeting
2. 2015 Council Meeting and Holiday Calendar at a glance

2015 CITY COUNCIL MEETING SCHEDULE

Workshop Meetings

Thursday, January 8, 2015, 4:30 pm
Thursday, January 22, 2015, 4:30 pm

Thursday, February 12, 2015, 4:30 pm
Thursday, February 26, 2015, 4:30 pm

Thursday, March 12, 2015, 4:30 pm
Thursday, March 26, 2015, 4:30 pm

Thursday, April 9, 2015, 4:30 pm
Thursday, April 23, 2015, 4:30 pm

Thursday, May 14, 2015, 4:30 pm
Thursday, May 28, 2015, 4:30 pm

Thursday, June 11, 2015, 4:30 pm
Thursday, June 25, 2015, 4:30 pm

Thursday, July 9, 2015, 4:30 pm
Thursday, July 23, 2015, 4:30 pm

Thursday, August 13, 2015, 4:30 pm
Thursday, August 27, 2015, 4:30 pm

Thursday, Sept. 10, 2015, 4:30 pm
Monday, Sept. 21, 2015, 4:30 pm

Thursday, October 8, 2015, 4:30 pm
Thursday, October 22, 2015, 4:30 pm

Thursday, November 12, 2015, 4:30 pm
Monday, November 23, 2015, 4:30 pm

Thursday, December 10, 2015, 4:30 pm
Monday, December 21, 2015, 4:30 pm

Council Retreat:

Monday, January 26, 2015, 8:30 a.m.
Tuesday, January 27, 2015, 8:30 a.m.

Possible Conflicts:

January 29-30	Texas City Management Association William "King" Cole Session I	Austin
February 12-14	TML Elected Officials' Conference	San Marcos
March 26-27	Texas City Management Association William "King" Cole Session II	San Antonio
May 4-7	Chamber Washington Trip	Washington
June 11-14	Texas City Management Association Annual Conference	Plano
Sept. 22-25	TML Annual Conference and Exhibition	San Antonio
Sept. 27-30	ICMA Annual Conference	Seattle, Washington

****Expenses paid by the City will need to be determined by Mayor***

Regular Meetings

Thursday, January 8, 2015, 7:00 pm
Thursday, January 22, 2015, 7:00 pm

Thursday, February 12, 2015, 7:00 pm
Thursday, February 26, 2015, 7:00 pm

Thursday, March 12, 2015, 7:00 pm
Thursday, March 26, 2015, 7:00 pm

Thursday, April 9, 2015, 7:00 pm
Thursday, April 23, 2015, 7:00 pm

Thursday, May 14, 2015, 7:00 pm
Thursday, May 28, 2015, 7:00 pm

Thursday, June 11, 2015, 7:00 pm
Thursday, June 25, 2015, 7:00 pm

Thursday, July 9, 2015, 7:00 pm
Thursday, July 23, 2015, 7:00 pm

Thursday, August 13, 2015, 7:00 pm
Thursday, August 27, 2015, 7:00 pm

Thursday, Sept. 10, 2015, 7:00 pm
Monday, Sept. 21, 2015, 7:00 pm

Thursday, October 8, 2015, 7:00 pm
Thursday, October 22, 2015, 7:00 pm

Thursday, November 12, 2015, 7:00 pm
Monday, November 23, 2015, 7:00 pm

Thursday, December 10, 2015, 7:00 pm
Monday, December 21, 2015, 7:00 pm

2015 COUNCIL CALENDAR

- 1** New Year's Day (City Offices Closed)
- 8** Regular Meeting
- 19** M.L. King Jr. Day (City offices closed)
- 22** Regular Meeting
- 26-27** Council Retreat
- 29-30** Texas City Mgt Assoc.

JANUARY						
S	M	T	W	Th	F	S
				1	2	3
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

- 3** Independence Day (City offices closed)
- 9** Regular Meeting
- 23** Regular Meeting

JULY						
S	M	T	W	Th	F	S
			1	2	3	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	

- 12-14** TML Elected Officials
- 12** Regular Meeting
- 26** Regular Meeting

FEBRUARY						
S	M	T	W	Th	F	S
1	2	3	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

- 13** Regular Meeting
- 27** Regular Meeting

AUGUST						
S	M	T	W	Th	F	S
						1
2	3	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					

- 12** Regular Meeting
- 26** Regular Meeting
- 26-27** Texas City Mgt Assoc. II

MARCH						
S	M	T	W	Th	F	S
1	2	3	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				

- 7** Labor Day (City Offices Closed)
- 10** Regular Meeting
- 21** Regular Meeting
- 22-25** TML Annual Conference
- 27-30** ICMA Annual Conference

SEPTEMBER						
S	M	T	W	Th	F	S
		1	2	3	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			

- 3** Good Friday (City Offices Closed)
- 9** Regular Meeting
- 23** Regular Meeting

APRIL						
S	M	T	W	Th	F	S
			1	2	3	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		

- 8** Regular Meeting
- 22** Regular Meeting

OCTOBER						
S	M	T	W	Th	F	S
				1	2	3
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

- 4-7** Chamber Washington
- 14** Regular Meeting
- 17-20** IIMC Annual Conf.
- 25** Memorial Day (City offices closed)
- 28** Regular Meeting

MAY						
S	M	T	W	Th	F	S
					1	2
3	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						

- 12** Regular Meeting
- 23** Regular Meeting
- 26 -27** Thanksgiving (City Offices closed)

NOVEMBER						
S	M	T	W	Th	F	S
1	2	3	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					

- 11** Regular Meeting
- 11-14** TX City Mgt Assoc Annual
- 25** Regular Meeting

JUNE						
S	M	T	W	Th	F	S
	1	2	3	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				

- 10** Regular Meeting
- 21** Regular Meeting
- 24-25** Christmas (City Offices Closed)

DECEMBER						
S	M	T	W	Th	F	S
		1	2	3	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		

Blue=Regular Council Dates

Mauve=Offices Closed

Peach=Council Conferences



Legislation Details (With Text)

File #:	14-783	Version:	2	Name:	Sale of 63.187 acre tract on Rock Prairie Road
Type:	Contract	Status:		Status:	Consent Agenda
File created:	10/26/2014	In control:		In control:	City Council Regular
On agenda:	11/24/2014	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding the approval of real estate contract no. 15-054 in the amount of \$1,550,000 for the sale of 63.187 acres of land located along Rock Prairie Road, next to Lick Creek Park.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Real Estate Contract.pdf Rock Prairie Road Tract Location Map.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the approval of real estate contract no. 15-054 in the amount of \$1,550,000 for the sale of 63.187 acres of land located along Rock Prairie Road, next to Lick Creek Park.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends that Council approve the contract and authorize the Mayor to sign the real estate contract and related documents for the sale of the 63.187 acres of land to TDI-Brooks Development, LLC.

Summary: College Station acquired the subject property from the College Station Economic Development Foundation in February, 1992. City Council directed staff to market and dispose of the property in 2011. The property was marketed by the City as authorized under § 253.014 of the Texas Local Government Code. Twelve Letters of Intent were received from interested parties. The contract that is being considered represents the highest offer.

Budget & Financial Summary: The sale price of the 63.187 acre tract is \$1,550,000. Proceeds from the sale will be allocated to the General Fund.

Attachments:

1. Map
2. Real Estate Contract

REAL ESTATE CONTRACT

THIS CONTRACT OF SALE is made by and between the CITY OF COLLEGE STATION, TEXAS, a Texas Home Rule Municipal Corporation, situated in Brazos County, Texas ("SELLER"), and TDI-BROOKS DEVELOPMENTS, LLC, a Texas limited liability company ("BUYER"), upon the terms and conditions set forth herein.

ARTICLE I PURCHASE AND SALE

1.1 SELLER agrees to sell and convey by Special Warranty Deed and BUYER agrees to purchase and pay for:

a fee simple interest in all that certain tract or parcel of land containing 63.187 acres of land, more or less, lying and being situated in the Samuel W. Roberson League, Abstract No. 202, in College Station, Brazos County, Texas, being all of that 65.00 acre tract conveyed to the City of College Station by deed recorded in Volume 1422, Page 133, of the Official Records of Brazos County, Texas, save and except 1.229 acres reserved for additional right-of-way of Rock Prairie Road East and a 0.566 acre tract at the northeast corner; said 63.187 acre tract being more particularly described by metes and bounds on **Exhibit A** and shown on plat marked **Exhibit D** attached hereto and made a part hereof for all intents and purposes **SUBJECT TO** (1) the reservation by SELLER of a full public utility easement for 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 all that certain tract or parcel of land containing 0.923 acres of land, more or less, lying and being situated in the Samuel W. Roberson League, Abstract No. 202, in College Station, Brazos County, Texas, being part of that 65.00 acre tract conveyed to the City of College Station by deed recorded in Volume 1422, Page 133, of the Official Records of Brazos County, Texas, being a strip of land 20.00 feet in width along the proposed southwest right-of-way line of Rock Prairie Road East; said 0.923 acre tract being more particularly described by metes and bounds on **Exhibit B** and shown on plat marked **Exhibit D** attached hereto and made a part hereof for all intents and purposes, and any ways, streets, roads, or alleys abutting same together with the right to cut, trim, and control the growth of trees and other vegetation on and in the public utility easement area or on adjoining property, which might interfere with or threaten the operation and maintenance of any public utility equipment, accessories, or operations; and (2) the reservation by SELLER of a sanitary control easement upon, over, and across all that certain tract or parcel of land containing 0.952 acres of land, more or less, lying and being situated in the Samuel W. Roberson League, Abstract No. 202, in College Station, Brazos County, Texas, being part of that 65.00 acre tract conveyed to the City of College Station by deed recorded in Volume 1422, Page 133, of the Official Records of Brazos County, Texas, being a strip of land 100.00 feet in width along the easternmost boundary line of a proposed 63.187 acre tract out of said 65 acre tract; said 0.952 acre tract being more particularly described by metes and bounds on

Page 1

Contract No. _____

O:12 projects/city surplus property/65 acre tract/real estate contract – 10-21-2014

Exhibit C and shown on plat marked **Exhibit D** attached hereto and made a part hereof for all intents and purposes, and it being understood and agreed that any and all equipment and facilities placed upon said 0.923 acre tract and 0.952 acre tract by SELLER shall remain the property of SELLER, together with all and singular the rights and appurtenances pertaining thereto, including all right, title and interest of SELLER in and to adjacent roads, streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being herein referred to as the "PROPERTY"), together with SELLER's interest in any improvements and fixtures situated on and attached to the PROPERTY other than those situated on and attached to the 0.923 acre Public Utility Easement area and the 0.952 acre Sanitary Control Easement area, for the consideration and subject to the terms, provisions, and conditions set forth herein.

1.2 City Council Approval. This Contract to sell and purchase the PROPERTY is subject to approval by the City Council of the City of College Station, Texas, such approval indicated by signature of SELLER's representatives to this CONTRACT OF SALE.

1.3 The SELLER has provided a Commitment for Title Insurance (the "Title Commitment") to insure title to the BUYER at BUYER's option pursuant to the terms of this Contract; said Title Commitment attached hereto as **Exhibit E** and made a part hereof for all intents and purposes.

1.4 The SELLER has provided a survey of the PROPERTY. The survey of the 63.187 acre tract of land to be conveyed is attached hereto as **Exhibit A** and shown on plat marked **Exhibit D**.

1.5 BUYER may at its cost order a Phase 1 Environmental Site Assessment.

1.6 The parties agree that general real estate taxes on the PROPERTY for the then current year, interest on any existing indebtedness shall be prorated as of the closing date and shall be adjusted in cash at the closing. SELLER is a tax-exempt entity. BUYER agrees and understands that SELLER assumes no responsibility for rollback taxes, if any.

1.7 The sale of the PROPERTY shall be made by a Special Warranty Deed in the form prepared by BUYER attached hereto as **Exhibit F**.

ARTICLE II PURCHASE PRICE

2.1 The purchase price for said PROPERTY shall be the amount of ONE MILLION FIVE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,550,000.00).

2.2 The purchase price shall be payable in full at closing.

2.3 Upon execution by BUYER, BUYER shall deposit the sum of TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) of the purchase price as earnest money with BRAZOS COUNTY ABSTRACT COMPANY at 3800 Cross Park Drive, Bryan, Texas 77802.



**ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLER**

3.1 SELLER hereby represents and warrants to BUYER as follows:

- (a) SELLER has the full right, power, and authority to enter into and perform its obligations under this Contract.

THERE ARE NO OTHER WARRANTIES OR REPRESENTATIONS.

BUYER ACKNOWLEDGES THAT SELLER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). BUYER EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND SELLER EXPRESSLY DISCLAIMS, AND BUYER ACKNOWLEDGES AND ACCEPTS THAT SELLER HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN EXPRESS OR IMPLIED, (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION, (I) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY, (II) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO ANY IMPROVEMENTS ON THE PROPERTY HEREIN CONVEYED, AND (III) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF BUYER**

4.1 BUYER represents and warrants to SELLER as of the effective date and as of the closing date that:

- (a) BUYER has the full right, power, and authority to purchase the PROPERTY from SELLER as provided in this Contract and to carry out BUYER's obligations under this Contract and all requisite action necessary to authorize BUYER to enter into this Contract and to carry out BUYER's obligations hereunder has been obtained on or before closing will have been taken.



**ARTICLE V
CLOSING**

5.1 The closing shall be held at Brazos County Abstract Company, within ninety (90) calendar days from the approval by City Council of this Real Estate Contract executed and tendered by BUYER, or at such time and date as SELLER and BUYER may agree upon (the "closing date"). SELLER and BUYER may mutually agree, in writing, to extend the closing date, but in no event shall the closing be extended later than March 1, 2015. The City Manager is authorized to extend the closing date on behalf of SELLER.

5.2 At the closing, SELLER shall:

- (a) Prepare and deliver to BUYER the duly executed and acknowledged Special Warranty Deed prepared by SELLER conveying the PROPERTY, free and clear of any and all liens and encumbrances, except for those listed on Schedule B of the Title Commitment attached as **Exhibit E** and those additional reservations set forth in the Special Warranty Deed attached hereto as **Exhibit F**.
- (b) Deliver possession of the PROPERTY to BUYER.
- (c) At BUYER's election, deliver to BUYER, at BUYER's expense, a Title Policy insuring indefeasible title issued by Brazos County Abstract Company, in BUYER's favor in the full amount of the purchase price, insuring BUYER's fee simple interest in the PROPERTY subject only to such exceptions as shown on the Title Commitment attached as **Exhibit E** and those additional easements and reservations set forth in the Special Warranty Deed attached hereto as **Exhibit F**.

5.3 Upon such performance by SELLER at closing, BUYER shall:

- (a) Pay the purchase price.
- (b) Pay the BUYER's expenses or attorney fees.
- (c) Pay the escrow fees.
- (d) Pay the title insurance.
- (e) Pay the cost for tax certificates.
- (f) Pay any and all other costs associated with the closing of the transaction.
- (g) Pay the costs to obtain, deliver and record all documents other than those to be recorded at SELLER's expense.
- (h) Pay its Broker fees, if any.



**ARTICLE VI
SPECIAL CONDITIONS**

6.1 The Special Warranty Deed will contain the following reservations and the following **AS IS** language:

“GRANTOR hereby reserves unto itself, its successors and assigns, a full public utility easement for 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 all that certain tract or parcel of land containing 0.923 acres of land, more or less, lying and being situated in the Samuel W. Roberson League, Abstract No. 202, in College Station, Brazos County, Texas, being part of that 65.00 acre tract conveyed to the City of College Station by deed recorded in Volume 1422, Page 133, of the Official Records of Brazos County, Texas, being a strip of land 20.00 feet in width along the proposed southwest right-of-way line of Rock Prairie Road East; said 0.923 acre tract being more particularly described by metes and bounds on **Exhibit B** and shown on plat marked **Exhibit D** attached hereto and made a part hereof for all intents and purposes, and any ways, streets, roads, or alleys abutting same together with the right to cut, trim, and control the growth of trees and other vegetation on and in the public utility easement area or on adjoining property, which might interfere with or threaten the operation and maintenance of any public utility equipment, accessories, or operations and it being understood and agreed that any and all equipment and facilities placed upon said 0.923 acre tract by GRANTOR shall remain the property of GRANTOR.

GRANTOR hereby reserves unto itself, its successors and assigns, a full perpetual sanitary control easement for public water wells as required by applicable state and federal laws and regulations (the form currently required by state law being set forth in Title 30, Texas Administrative Code, Section 290.47, Appendix C), upon, over, and across all that certain tract or parcel of land containing 0.952 acres of land, more or less, lying and being situated in the Samuel W. Roberson League, Abstract No. 202, in College Station, Brazos County, Texas, being part of that 65.00 acre tract conveyed to the City of College Station by deed recorded in Volume 1422, Page 133, of the Official Records of Brazos County, Texas, being a strip of land 100.00 feet in width along the easternmost boundary line of a proposed 63.187 acre tract out of said 65 acre tract; said 0.952 acre tract being more particularly described by metes and bounds on **Exhibit C** and shown on plat marked **Exhibit D** attached hereto and made a part hereof for all intents and purposes, and it being understood and agreed that any and all equipment and facilities placed upon said 0.952 acre tract by GRANTOR shall remain the property of GRANTOR.

GRANTOR hereby reserves for itself, its successors and assigns, all of the Reserved Groundwater Rights. As used in this Special Warranty Deed, the following terms shall have the following meanings: Groundwater – All of the underground water, percolating water, artesian water, and any other water from any and all reservoirs, formations, depths and



horizons beneath the surface of the earth, excluding underflow or flow in a defined subterranean channel; Reserved Groundwater - All of the Groundwater now or in the future located in, on or under the Property. Reserved Groundwater Rights - All of the Reserved Groundwater, together with the right to explore for, drill for, pump, develop, withdraw, produce and transport the Reserved Groundwater and Groundwater produced from other properties, on, under and over the Property, including, without limitation, the above reserved perpetual sanitary control easement; and all personal property rights and entitlements relating to or applicable to the Reserved Groundwater, including, without limitation, permits, licenses, historical use entitlements, wells, pumps, and infrastructure.”

GRANTOR hereby reserves unto itself, its successors and assigns, any and all oil, gas and other minerals in, on or under the premises described on the attached **Exhibit A** and shown on plat marked **Exhibit D**; provided that there shall never in any event be any ingress or egress on or across the surface of the above described premises for the purposes of exploration, development, production or transportation of such oil, gas or other minerals, it being expressly contemplated by the parties to this instrument that any production of such minerals shall be from the surface of other adjacent property and that there shall be no development of any minerals that would require mining, shaft mining, pit mining or any other kind of mining that would require utilization of the surface, or through the pooling of such mineral interests for the development with adjacent parcels.

GRANTOR waives all rights with respect to the surface and no owner of the mineral estate shall ever have rights of ingress or egress except as may have been reserved by GRANTOR under the reservations and exceptions expressly listed in this deed or its predecessors in title.

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION, OR THE MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY AND (iii) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. BY GRANTEE'S ACCEPTANCE OF THIS DEED, GRANTEE REPRESENTS THAT GRANTEE HAS MADE (I) ALL



INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, HAZARDOUS WASTE AND OTHER HAZARDOUS MATERIALS AND (ii) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY.”

**ARTICLE VII
BREACH BY BUYER**

7.1 In the event BUYER fails to fully and timely perform any of their obligations under this Contract or fails to consummate the sale of the PROPERTY for any reason except SELLER’s default, SELLER may:

- (a) Enforce specific performance of this Contract;
- (b) Collect the Earnest Money; and/or
- (c) Bring suit for damages against BUYER.

**ARTICLE VIII
BREACH BY SELLER**

8.1 In the event SELLER fails to consummate the purchase of the PROPERTY (SELLER being in default and BUYER not being in default hereunder), BUYER shall have the right to bring suit against SELLER only for expectancy and incidental damages, if any.

**ARTICLE IX
MISCELLANEOUS**

9.1 Survival of Covenants: Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to the period of time following the closing date, shall survive the closing and shall not be merged by deed or otherwise be extinguished.

9.2 Notice: Any notice required or permitted to be delivered by this Contract shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to SELLER or BUYER, as the case may be, at the addresses set forth below:

BUYER: TDI-BROOKS DEVELOPMENTS, LLC
14391 South Dowling Road
College Station, Texas 77845
Telephone: 979-220-3804
Email: berniebernard@tdi-bi.com



SELLER: City of College Station
Attention: Legal Department
P. O. Box 9960
College Station, Texas 77842
Telephone: 979-764-3507

9.3 Texas Law to Apply: This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Contract are to be performed in Brazos County, Texas.

9.4 Parties Bound: This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. The persons executing this Contract do so in their capacities as set forth below and in no other capacity whatsoever, and such persons shall have no personal liability for executing this Contract in a representative capacity. All such liability is limited to the principal for which they execute this document as a representative.

9.5 Invalid Provision: In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in the Contract. In lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

9.6 Construction: The parties acknowledge that each party and its counsel have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

9.7 Prior Agreements Superseded: This Contract embodies the entire agreement of the parties and supersedes any and all prior understandings or written or oral agreements between the parties respecting subject matter within and may only be amended or supplemented by an instrument in writing executed by the party against whom enforcement is sought.

9.8 Time of Essence: Time is of the essence to this Contract.

9.9 Gender: Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

9.10 Multiple Counterparts: This Contract may be executed in a number of identical counterparts. If so executed, each of the counterparts shall, collectively, constitute but one agreement. In making proof of this Contract it shall not be necessary to produce or account for more than one counterpart.



9.11 Memorandum of Contract: Upon request of either party, both parties shall promptly execute a memorandum of this agreement suitable for filing of record.

EXECUTED on this the _____ day of _____, 2014.

SELLER:

CITY OF COLLEGE STATION, TEXAS
a Texas Home Rule Municipal Corporation

BY: _____
NANCY BERRY, Mayor

Date: _____

BUYER:

TDI-BROOKS DEVELOPMENTS, LLC
a Texas limited liability company

By:  _____
BERNIE B. BERNARD

Vice President and Treasurer, Member
Date: 24 OCTOBER 2014

ATTEST:

SHERRY MASHBURN, City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

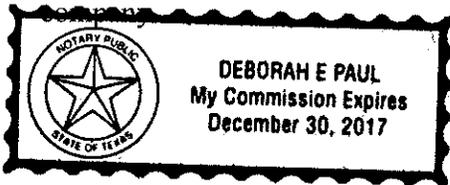
Executive Director Business Services
Date: _____

City Attorney
Date: _____



THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 24th day of October, 2014, by BERNIE B. BERNARD, Vice President and Treasurer and Member of TDI-BROOKS DEVELOPMENTS, LLC, a Texas limited liability company, on behalf of said limited liability



Deborah E. Paul
NOTARY PUBLIC in and for the State of Texas

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

This instrument was acknowledge before me on the _____ day of _____, 2014, by NANCY BERRY, as Mayor of the CITY OF COLLEGE STATION, TEXAS, a Texas Home Rule Municipal Corporation, on behalf of said municipality.

NOTARY PUBLIC in and for the State of Texas

Handwritten initials or signature, possibly "PDS", in dark ink.

EXHIBIT A

Joe Orr, Inc.

Surveyors & Engineers

2167 Post Oak Circle

College Station, Texas 77845

(979) 693-2777

City of College Station
63.187 acres out of 65 acre Tract
on Rock Prairie Road East
S.W. Roberson league A-202
College Station, Texas
November 2012

All that certain tract or parcel of land lying and being situated in the Samuel W. Roberson league, Abstract no. 202, in College Station, Brazos County, Texas, being all of that 65.00 acre tract conveyed to the City of College Station by deed recorded in volume 1422, page 133 of the Official Public Records of Brazos County, Texas, save and except 1.229 acres reserved for additional right-of-way of Rock Prairie Road East and a 0.566 acre tract at the northeast corner, and being more particularly described as follows:

Commencing at a 1/2" iron rod found at the northeast corner of the said 65 acre tract, in the present southwest line of Rock Prairie Road East, from where City of College Station GPS control monument no. 257 bears S 63° 21' 52" E – 1107.05 feet.

Thence S 28° 35' 05" W – 248.08 feet, along the southeast line of the said 65 acre tract, to a 1/2" iron rod with an orange plastic cap stamped "H.P. MAYO RPLS 5045" set for the Point of Beginning of this tract;

Thence S 28° 35' 05" W – 901.76 feet, continuing along the southeast line of the said 65 acre tract, to a 1/2" iron rod found at the beginning of a tangent curve to the right;

Thence continuing along the southeast line of said 65 acre tract, along the arc of the curve (Rad.= 1295.61 feet) through a central angle of 35° 57' 54" (Ch.= S 46° 34' 02" W – 799.98 feet), to a 1/2" iron rod found at the end of the curve;

Thence S 64° 41' 33" W – 120.54 feet, continuing along the southeast line of the said 65 acre tract, to a 5/8" iron rod found at the common corner of the 65 acre tract and that 677.49 acre Tract 5 conveyed to Pebble Creek Development Company by deed recorded in volume 1671, page 276 of the Official Public Records of Brazos County, Texas;

Thence N 26° 07' 27" W – 2136.86 feet, along the common line of the said 65 acre and 677.49 acre tracts, to a 5/8" iron rod found with a plastic cap stamped "QUADRANT SYSTEMS" at an angle point;



EXHIBIT A

Thence N 12° 36' 43" E – 402.72 feet, continuing along the said common line, to a 1/2" iron rod with an orange plastic cap stamped "H.P. MAYO RPLS 5045" set for the northwest corner of this tract in the proposed southwest right-of-way line of Rock Prairie Road East, from where another 5/8" iron rod found with a plastic cap stamped "QUADRANT SYSTEMS" at the common corner of the said 65 acre and 677.49 acre tracts in the current southwest line of Rock Prairie Road East bears N 12° 36' 43" E – 20.68 feet;

Thence along the said proposed southwest right-of-way line of Rock Prairie Road East as follows:

S 78° 57' 13" E – 492.61 feet to a 1/2" iron rod with an orange plastic cap stamped "H.P. MAYO RPLS 5045" set for an angle point;

S 79° 29' 45" E – 359.75 feet to a 1/2" iron rod with an orange plastic cap stamped "H.P. MAYO RPLS 5045" set for the beginning of a tangent curve to the right with a radius of 2070.00 feet;

Along said curve through a central angle of 18° 13' 49" (Ch.= S 70° 22' 50" E – 655.86 feet), to a 1/2" iron rod with an orange plastic cap stamped "H.P. MAYO RPLS 5045" set at its end;

S 61° 15' 56" E – 491.37 feet to a 1/2" iron rod with an orange plastic cap stamped "H.P. MAYO RPLS 5045" set for the northeast corner of this tract;

Thence S 16° 20' 25" E – 314.49 feet, through the said 65 acre tract, to the Point of Beginning and containing 63.187 acres of land more or less.

Bearings are Texas State Plane, Central Zone, NAD83 (CORS) datum, based on City of College Station GPS control monuments no. 9 and 257 (S 70° 59' 36" E).

See Survey Plat and separate Exhibit Map, revised November 2012.



A handwritten signature in black ink, appearing to be "H.P. Mayo", located below the surveyor seal.

EXHIBIT B

Joe Orr, Inc.

Surveyors & Engineers

2167 Post Oak Circle

College Station, Texas 77845

(979) 693-2777

City of College Station
Proposed 20' Utility Easement (Reserved) in
63.187 acre Tract on Rock Prairie Road East
S.W. Roberson league A-202
College Station, Texas
November 2012

All that certain tract or parcel of land lying and being situated in the Samuel W. Roberson league, Abstract no. 202, in College Station, Brazos County, Texas, being part of that 65.00 acre tract conveyed to the City of College Station by deed recorded in volume 1422, page 133 of the Official Public Records of Brazos County, Texas, being a strip of land 20.00 feet in width along the proposed southwest right-of-way line of Rock Prairie Road East, and being more particularly described as follows:

Beginning at a 1/2" iron rod with an orange plastic cap stamped "H.P. MAYO RPLS 5045" set for corner in the proposed southwest right-of-way line of Rock Prairie Road East on a common line of the said 65 acre tract and that 677.49 acre Tract 5 conveyed to Pebble Creek Development Company by deed recorded in volume 1671, page 276 of the Official Public Records of Brazos County, Texas, from where a 5/8" iron rod found with a plastic cap stamped "QUADRANT SYSTEMS" at a common corner of the said tracts in the current southwest line of Rock Prairie Road East bears N 12° 36' 43" E – 20.68 feet.

Thence along the said proposed right-of-way line of Rock Prairie Road East as follows:

S 78° 57' 13" E – 492.61 feet to a 1/2" iron rod with an orange plastic cap stamped "H.P. MAYO RPLS 5045" set for an angle point;

S 79° 29' 45" E – 359.75 feet to a 1/2" iron rod with an orange plastic cap stamped "H.P. MAYO RPLS 5045" set for the beginning of a tangent curve to the right with a radius of 2070.00 feet;

Along said curve through a central angle of 18° 13' 49" (Ch. = S 70° 22' 50" E – 655.86 feet), to a 1/2" iron rod with an orange plastic cap stamped "H.P. MAYO RPLS 5045" set at its end;

S 61° 15' 56" E – 491.37 feet to a 1/2" iron rod with an orange plastic cap stamped "H.P. MAYO RPLS 5045" set for the northwest corner of a proposed 0.566 acre Reserve Tract;

Thence S 16° 20' 25" E – 28.32 feet, along the southwest line of said 0.566 acre tract, to a point for corner;



EXHIBIT B

Thence through the said 65 acre tract, 20.00 feet southwest and parallel to the said proposed right-of-way line of Rock Prairie Road East, as follows:

N 61° 15' 56" W – 511.43 feet to the beginning of a tangent curve to the left with a radius of 2050.00 feet;

Along said curve through a central angle of 18° 13' 49" (Ch.= S 70° 22' 50" E – 649.52 feet), to a point of tangency;

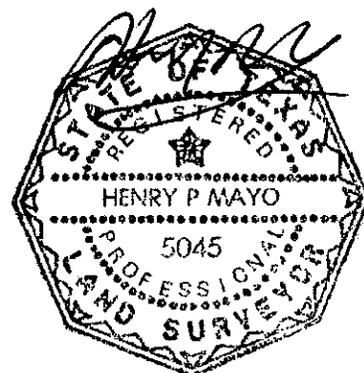
N 79° 29' 45" W – 359.84 feet to an angle point;

N 78° 57' 13" W – 493.25 feet to a corner of this easement tract in the said common line of the 65 acre and 677.49 acre tracts;

Thence N 12° 36' 43" E – 20.01 feet, along said common tract line, to the Point of Beginning and containing 0.923 acres of land more or less.

Bearings are Texas State Plane, Central Zone, NAD83 (CORS) datum, based on City of College Station GPS control monuments no. 9 and 257 (S 70° 59' 36" E).

See Survey Plat and separate Exhibit Map, revised November 2012.



A handwritten signature in black ink, appearing to be "H. Mayo", located in the lower right quadrant of the page.

EXHIBIT C

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, Texas 77845
(979) 693-2777

City of College Station
Proposed 100' Sanitary Control Easement (Reserved)
in 63.187 acre Tract on Rock Prairie Road East
S.W. Roberson league A-202
College Station, Texas
November 2012

All that certain tract or parcel of land lying and being situated in the Samuel W. Roberson league, Abstract no. 202, in College Station, Brazos County, Texas, being part of that 65.00 acre tract conveyed to the City of College Station by deed recorded in volume 1422, page 133 of the Official Public Records of Brazos County, Texas, being a strip of land 100.00 feet in width along the easternmost boundary line of a proposed 63.187 acre tract out of said 65 acre tract, and being more particularly described as follows:

Commencing at a 1/2" iron rod found at the northeast corner of the said 65 acre tract, in the present southwest line of Rock Prairie Road East, from where City of College Station GPS control monument no. 257 bears S 63° 21' 52" E – 1107.05 feet.

Thence S 28° 35' 05" W – 248.08 feet, along the southeast line of the 65 acre tract, to the Point of Beginning of this easement tract at a 1/2" iron rod with an orange plastic cap stamped "H.P. MAYO RPLS 5045" set for the south corner of a proposed 0.566 acre Reserve Tract;

Thence S 28° 35' 05" W – 141.61 feet, along the southeast line of said 65 acre tract, to the south corner of this easement tract;

Thence N 16° 20' 25" W – 515.01 feet, through the 65 acre tract, to the northwest corner of this easement tract in the proposed south right-of-way line of Rock Prairie Road East;

Thence S 61° 15' 56" E – 141.61 feet, along said proposed right-of-way line (101' width), to a 1/2" iron rod with an orange plastic cap stamped "H.P. MAYO RPLS 5045" set for the northwest corner of said 0.566 acre tract;

Thence S 16° 20' 25" E – 314.49 feet, along the southwest line of the 0.566 acre tract, to the Point of Beginning and containing 0.952 acres of land more or less.

Bearings are Texas State Plane, Central Zone, NAD83 (CORS) datum, based on City of College Station GPS control monuments no. 9 and 257 (S 70° 59' 36" E).

See Survey Plat and separate Exhibit Map, revised November 2012.

BJS

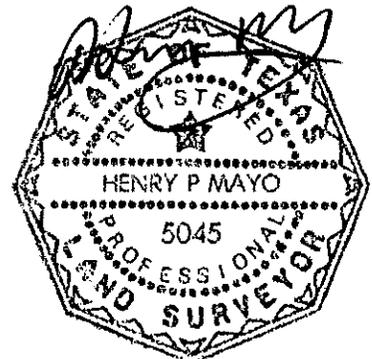


EXHIBIT E



**TEXAS
COMMITMENT FOR TITLE INSURANCE (T-7)
ISSUED BY
WFG NATIONAL TITLE INSURANCE COMPANY**

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN **SCHEDULE A**, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We, WFG NATIONAL TITLE INSURANCE COMPANY, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

WFG NATIONAL TITLE INSURANCE COMPANY

BY:

Patrick Stone, President

ATTEST:

Steve Winkler, Secretary



BRAZOS COUNTY ABSTRACT COMPANY

By _____
Authorized Signature

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

EXHIBIT E

WFG NATIONAL TITLE INSURANCE COMPANY

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title. The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.	El seguro de titulo le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad. El Compromiso para Seguro de Titulo es la promesa de la compañía aseguradora de titulos de emitir la póliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo complementemente antes de la fecha para finalizar su transacción.
--	--

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

---**MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exception, Exclusions and Conditions, defined below.

---**EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

---**EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

---**CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling WFG National Title Insurance Company at 1-877-366-8781 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

EXHIBIT E

---Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

---Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

EXHIBIT E

DELETION OF ARBITRATION PROVISION (Not applicable to the Texas Residential Owner Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE

DATE

SIGNATURE

DATE

EXHIBIT E

COMMITMENT FOR TITLE INSURANCE T-7 ISSUED BY

WFG NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A

Effective Date: **September 18, 2014, 8:00 am**
Commitment No. issued **September 19, 2014**

GFNo. **151876**

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount:
PROPOSED INSURED:
- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount:
PROPOSED INSURED:
- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount:
PROPOSED INSURED:
- d. Proposed Borrower:
TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:
- f. OTHER
Policy Amount:
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is: **Fee Simple**

3. Record title to the land on the Effective Date appears to be vested in:
City of College Station

4. Legal description of land:

Being all that certain 63.187 acres of land, more or less, lying and being situated in the SAMUEL W. ROBERTSON LEAGUE, Abstract No. 202, College Station, Brazos County, Texas, being all of that 65.00 acre tract conveyed to the City of College Station by Deed recorded in Volume 1422, page 133, Official Records of Brazos County, Texas, SAVE AND EXCEPT 1.229 acres reserved for additional right of way of Rock Prairie Road East and a 0.566 acre tract at the northeast corner, and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found at the northeast corner of the said 65 acre tract, in the present southwest line of Rock Prairie Road East, from where City of College Station GPS control monument no. 257 bears S 63° 21' 52" E - 1107.05 feet;

THENCE S 28° 35' 05" W - 248.08 feet, along the southeast line of the said 65 acre tract, to a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set for the Point of Beginning of this tract;

THENCE S 28° 35' 05" W - 901.76 feet, continuing along the southeast line of the said 65 acre tract, to a 1/2" iron rod found at the beginning of a tangent curve to the right;

EXHIBIT E

THENCE continuing along the southeast line of said 65 acre tract, along the arc of the curve (Rad.= 1295.61 feet), through a central angle of 35° 57' 54" (Ch.=S 46° 34' 02" W - 799.98 feet to a 1/2" iron rod found at the end of the curve;

THENCE S 64° 41' 33" W - 120.54 feet, continuing along the southeast line of the said 65 acre tract, to a 5/8" iron rod found at the common corner of the 65 acre tract and that 677.49 acre Tract 5 conveyed to Pebble Creek Development Company by Deed recorded in Volume 1671, page 276, Official Records of Brazos County, Texas;

THENCE N 26° 07' 27" W - 2136.86 feet, along the common line of the said 65 acre and 677.49 acre tracts, to a 5/8" iron rod found with a plastic cap stamped "Quadrant Systems" at an angle point;

THENCE N 12° 36' 43" E - 402.72 feet, continuing along the said common line, to a 1/2" iron Rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set for the northwest corner of this tract in the proposed southwest right of way line of Rock Prairie Road East, from where another 5/8" iron rod found with a plastic cap stamped "Quadrant Systems" at the common corner of the said 65 acre and 677.49 acre tracts in the current southwest line of Rock Prairie Road East bears N 12° 36' 43" E - 20.68 feet;

THENCE along the said proposed southwest right of way line of Rock Prairie Road East as follows:

S 78° 57' 13" E - 492.61 feet to a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set for an angle point;

S 79° 29' 45" E - 359.75 feet to a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set for the beginning of a tangent curve to the right with a radius of 2070.00 feet;

Along said curve through a central angle of 18° 13' 49" (Ch.=S 70° 22' 50" E - 655.86 feet) to a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at its end;

S 61° 15' 56" E - 491.37 feet to a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set for the northeast corner of this tract;

THENCE S 16° 20' 25" E - 314.49 feet, through the said 65 acre tract, to the **POINT OF BEGINNING** and containing 63.187 acres of land, more or less.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override item 2 of Schedule B hereof.

EXHIBIT E

COMMITMENT FOR TITLE INSURANCE T-7 ISSUED BY

GFNo. 151876

WFG NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

Item No. 1 is hereby deleted in its entirety.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2014, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2014 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):

EXHIBIT E

Continuation of Schedule B

GF No. 151876

- a. **Rights of Parties in Possession.**
- b. **Easements, or claims of easements, which are not recorded in the public records.**
- c. **Utility Easement from College Station Economic Development Foundation to City of College Station, dated May 12, 1987, recorded in Volume 971, page 39, Official Records of Brazos County, Texas.**
- d. **Royalty reservation in Deed from The Federal Land Bank to H. R. Brayton et al, dated November 2, 1934, recorded in Volume 87, page 534, Deed Records of Brazos County, Texas. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.**
- e. **Mineral reservation in Deed from L. D. Smith to S. L. Sluder, dated June 1, 1940, recorded in Volume 103, page 612, Deed Records of Brazos County, Texas. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.**
- f. **Royalty reservation in Deed from C. C. Hedges et al to J. H. Stockton, dated January 2, 1948, recorded in Volume 133, page 301, Deed Records of Brazos County, Texas. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.**
- g. **Royalty reservation in Deed from B. R. Dixon et al to J. E. Marsh, dated April 6, 1948, recorded in Volume 134, page 551, Deed Records of Brazos County, Texas. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.**
- h. **Royalty reservation in Deed from J. E. Marsh et ux to Henry B. Clay, dated November 30, 1967, recorded in Volume 266, page 238, Deed Records of Brazos County, Texas. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.**
- i. **Mineral reservation in Deed from Kenneth M. Morris, Trustee to Robert F. Spearman, dated July 16, 1981, recorded in Volume 488, page 197, Deed Records of Brazos County, Texas. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.**
- j. **Estate created by Oil and Gas Leases from Kenneth M. Morris, Trustee to R. L. Reese, dated February 13, 1978 and March 30, 1979, recorded in Volume 31, page 529 and Volume 34, page 639, O&GL Records of Brazos County, Texas. Title to this lease has not been traced subsequent to the date of the above-cited instrument.**
- k. **Estate created by Oil and Gas Leases from Vernon F. Runnels et al to Ameritex Minerals, Inc., dated May 8, 1990, recorded in Volume 1192, pages 551 and 554, Volume 1193, page 783 and Volume 1194, page 209, Official Records of Brazos County, Texas, as ratified by instruments recorded in Volume 1252, pages 216, 218, 220, 222, 224, 226 and 228, Volume 1297, pages 197, 199, 201, 205, 207, 209, 211, 213, 215, 217, 219, 221, 223, 225, 227, 229, 231 and 233, Volume 1350, pages 217, 219, 220, 222, 224, 226, 228, 230, 232, 234, 236, 239, 243, 245, 247, 249, 251, 253, 255, 257, 259, 261, 263, 265 and 267, Volume 1372, pages 268, 270 and 275 and Volume 1615, page 303, and amended in Volume 1251, page 288, Volume 1634, pages 156, 160 and 165, Volume 1638, page 244, Volume 1644, page 42, Volume 2672, pages 194, 196, 215 and 222, Volume 2818, page 47 and Volume 8503, pages 211, 213, 215, 219, 221, 223, 231, 233, 235, 237, 239 and 247, Volume 8525, page 245 and Volume 8553, page 67, Official Records of Brazos County, Texas.**
- l. **Estate created by Oil and Gas Leases from Enoch E. Smith et al to Ameritex Minerals, Inc., dated June 6, 1990, recorded in Volume 1193, page 786 and 791, Official Records of Brazos County, Texas, as ratified by instruments recorded in Volume 8503, pages 217 and 249, Official Records of Brazos County, Texas. Title to this lease has not been traced subsequent to the date of the above-cited instrument.**
- m. **Terms and conditions contained in Release of Surface Rights executed by Kenneth M. Morris, Trustee,**

EXHIBIT E

Continuation of Schedule B

GF No. 151876

dated January 28, 1988, recorded in Volume 1025, page 826, Official Records of Brazos County, Texas.

- n. Terms and conditions contained in Partial Surface Waiver dated March 14, 2013, recorded in Volume 11226, page 104, Official Records of Brazos County, Texas.
- o. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records, whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.
- p. The Tax Certificate furnished by the taxing authorities is issued on real estate only. It does not include minerals and/or personal property, therefore, no liability is assumed herein for the payment of said mineral and/or personal property tax.

EXHIBIT E

COMMITMENT FOR TITLE INSURANCE T-7 ISSUED BY

GFNo. 151876

WFG NATIONAL TITLE INSURANCE COMPANY SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. NOTE: Procedural Rule P-27 as provided for in Article 9.39A of the Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account..
6. **Company will require tax certificates on the subject property showing all taxes paid up to and including the year 2013.**
7. **Company will require a properly executed Waiver of Inspection.**
8. **Company will require a properly executed Affidavit as to debts and liens.**
9. **"The title insurance policy being issued to you contains an Arbitration Provision. It allows you or the Company to require arbitration if the amount of Insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the Arbitration Provision before the policy is issued. If you are the purchaser in the transaction and elect deletion of the Arbitration Provision, a form will be presented to you at closing for execution. If you are the lender in the transaction and desire deletion of the Arbitration Provision, please inform us through your Closing Instructions."**

EXHIBIT E

Continuation of Schedule C

GF No. 151876

Countersigned
Brazos County Abstract Company

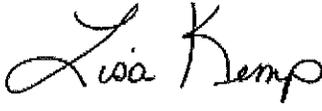
By 
Authorized Counter Signature

EXHIBIT E

COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. 151876

Effective Date: **September 18, 2014, 8:00 am**

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment
The following individuals are directors and/or officers, as indicated, of WFG National Title Insurance Company:

DIRECTORS:

Kenneth Diekroeger, Chairman
Jacob Mizrahi
James Rauh
Patrick F. Stone
Armen Steven Ozonian

OFFICERS:

Kenneth Diekroeger, Chairman of the Board
Patrick F. Stone, Chief Executive Officer and President
Michael Gallaher, Chief Financial Officer and Treasurer
Steven Winkler, Chief Underwriting Counsel and Secretary
Joseph Drum, Executive Vice President, Agency Operations
Joseph McCabe, Executive Vice President/General Counsel
John Wooldridge, Vice President/Controller

Williston Financial Group LLC owns 100% of the stock of WFG National Title Insurance Company. Williston Holdings LLC owns 100% of the LLC interests in Williston Financial Group LLC.

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment : Brazos County Abstract Company
- a. The names of each shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: Texan Title Holdings, LLC
 - b. Each shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: Texan Title Holdings, LLC is owned 100% by Patrick F. Doyle
 - c. The following persons are officers and directors of the Title Insurance Agent:

DIRECTORS

Patrick F. Doyle

OFFICERS

Patrick F. Doyle, President
Randal Seewald, Chief Operating Officer
Lisa Kemp, Vice President
Linda Morgan, Vice President
Diane C. Ganzer, Controller/Secretary/Treasurer

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owner's Policy	<u>\$0.00</u>
Loan Policy	<u>\$0.00</u>
Endorsement Charges	<u>\$0.00</u>
Other	<u>\$0.00</u>
Total	<u>\$0.00</u>

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
---------------	----------------	---------------------

" *The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

EXHIBIT E

COMMITMENT FOR TITLE INSURANCE (Form T-7)

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment of Title insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

- **MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at (210) 444-9120 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

EXHIBIT E

Continuation of Texas Title Insurance Information

GF No. 151876

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

EXHIBIT E

DELETION OF ARBITRATION PROVISION *(Not applicable to the Texas Residential Owner's Policy)*

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE

DATE

(Not applicable to the Texas Residential Owner's Policy)

EXHIBIT E

WFG National Title Insurance Company

Premium Amount	Rate Rules	Property Type	County Code	Liability at Reissue Rate	6	7	8
1	2	3	4 41	5	6	7	8

EXHIBIT E

DISCLOSURE TO SELLER, BUYER/BORROWER ABOUT
PATRICK F. DOYLE, BETTISON, DOYLE, APFFEL & GUARINO, P.C., TEXAN TITLE HOLDINGS, LLC,
BRAZOS COUNTY ABSTRACT COMPANY and REALTY TAX SEARCH, INC.

I. REPRESENTATION OF SELLER, BUYER/BORROWER OR LENDER'S INTERESTS

In connection with the transaction you are closing today, either a document of conveyance and/or curative documents have been prepared on behalf of Seller, Buyer/Borrower or a loan has been obtained from a lending institution or individual owner under an owner-finance to finance all or part of the purchase price of Borrower's property or to refinance an earlier loan made to Borrower, or which Borrower assumed, that is secured on your property. The Seller, Buyer/Borrower or Lender is using the services of the law firm of **BETTISON, DOYLE, APFFEL & GUARINO, P.C.** to represent the lender's interests in the preparation of various legal instruments and loan documents in connection with this transaction and further discloses that you must pay for such services. By signing below, Borrower is acknowledging that **BETTISON, DOYLE, APFFEL & GUARINO, P.C.** has not represented their interests or given any legal advice concerning the contract to sell and purchase the property, if applicable, or otherwise related to the property or to the legal instruments and loan documents executed in connection with the home loan transaction or the closing of the transaction itself.

II. RELATIONSHIP OF PATRICK F. DOYLE AND BETTISON, DOYLE, APFFEL & GUARINO, P.C.

PATRICK F. DOYLE is an attorney with the law firm of **BETTISON, DOYLE, APFFEL & GUARINO, P.C.**

III. RELATIONSHIP OF TITLE COMPANY AND PATRICK F. DOYLE

PATRICK F. DOYLE is the sole owner of **Texan Title Holdings, LLC**, which is the parent company of **BRAZOS COUNTY ABSTRACT COMPANY** located in Bryan, Texas.

IV. RELATIONSHIP OF TAX SERVICE PROVIDER AND PATRICK F. DOYLE

PATRICK F. DOYLE is the sole owner or has an ownership interest in **Realty Tax Search, Inc.**, which provides ad valorem tax searches, collects, stores and disseminates real estate information regarding your closing transaction and charges a standard fee for services related thereto.

V. FREEDOM TO HIRE A LAWYER

By signing below, each party hereto acknowledges that they may consult independent counsel or hire an attorney to represent them regarding this transaction and its consequences.

VI. OBLIGATION TO PAY LEGAL FEES

By signing below, each party acknowledges that they must pay at the time of closing, or on demand, the legal fees of **BETTISON, DOYLE, APFFEL & GUARINO, P.C.** as each party may have agreed to pay in the contract of sale and purchase or in the loan application or any other document they may have signed. The charges for the services of **BETTISON, DOYLE, APFFEL & GUARINO, P.C.** are set forth on the closing statement or settlement statement furnished by the closing agent. You have not been charged any fee for preparation of any Truth-in-Lending Statement or RESPA Good Faith Estimate of closing costs. Additionally, attached hereto as **Exhibit "A"** and incorporated herein is **PATRICK F. DOYLE** Affiliated Business Arrangement Disclosure Statement which sets forth providers service, **BETTISON, DOYLE, APFFEL & GUARINO, P.C.**' s relationship to **PATRICK F. DOYLE** and Settlement Service Charge or range of charges.

VII. DESCRIPTION OF LEGAL SERVICES

BETTISON, DOYLE, APFFEL & GUARINO, P.C. provided a variety of services of a legal nature. **BETTISON, DOYLE, APFFEL & GUARINO, P.C.** reviews as necessary the sales contract, survey, title report or commitment of title insurance, various documents of record such as restrictions and easements, and typically prepares such instruments as the Note, Deed of Trust, Affidavits and various miscellaneous documents required by the lender.

EXHIBIT E

Furthermore, each party hereto acknowledges that **BETTISON, DOYLE, APFFEL & GUARINO, P.C.** may have prepared certain documents upon the request of **BRAZOS COUNTY ABSTRACT COMPANY**, and has not in any manner, undertaken to assist or render legal advice to the undersigned, with respect to this transaction. The Attorney preparing the documents represents **BRAZOS COUNTY ABSTRACT COMPANY**.

Each party hereto has been provided with an opportunity to examine the title commitment issued by the title company in this transaction, and is satisfied with the contents of said commitment. Further, they agree and understand that this transaction is not "closed" until all disbursements are made on behalf of all parties. In the event there are any additional charges for anyone furnishing services, requiring payoff, or by any taxing authority, each party hereto will pay same upon written request.

The undersigned understand and agree that the parties may allocate payment of legal fees between themselves as they may agree.

VIII. ACKNOWLEDGEMENT/WHAT SIGNING THIS MEANS

By signing below, you acknowledge to the Lender, **PATRICK F. DOYLE, BETTISON, DOYLE, APFFEL & GUARINO, P.C., TEXAN TITLE HOLDINGS, LLC, BRAZOS COUNTY ABSTRACT COMPANY AND REALTY TAX SEARCH, INC.** that you have received a copy of the disclosure, that you have read all of the above statements, you understand them and acknowledge that what has been stated in this disclosure is accurate and truthful. Furthermore, I/we have read this disclosure form and understand that **PATRICK F. DOYLE, BETTISON, DOYLE, APFFEL & GUARINO, P.C., TEXAN TITLE HOLDINGS, LLC, BRAZOS COUNTY ABSTRACT COMPANY AND REALTY TAX SEARCH** are referring me/us to purchase the settlement service(s) as described herein on **Exhibit "A"** and may receive a financial or other benefit as the result of this referral.

EXHIBIT E

EXHIBIT "A"

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT NOTICE

FROM: PATRICK F. DOYLE

GF#: 151876

DATE: October 10, 2013

This is to give you notice that **PATRICK F. DOYLE** has a business relationship and ownership interest in and with **REALTY TAX SEARCH, INC. and TEXAN TITLE HOLDINGS, LLC, which is the parent company of BRAZOS COUNTY ABSTRACT COMPANY. PATRICK F. DOYLE**, partner in the law firm of **BETTISON, DOYLE, APFFEL & GUARINO, P.C.** is the sole owner, or has an ownership interest in **TEXAN TITLE HOLDINGS, LLC, which is the parent company of BRAZOS COUNTY ABSTRACT COMPANY** (real estate closing services) and **REALTY TAX SERVICES, INC.** (which provides ad valorem tax services, collects, stores and disseminates real estate information).

Set forth below is the estimated charge or range of charges of the settlement services listed. You are **NOT** required to use the listed provider(s) as a condition for closing your transaction of the subject property. **THERE ARE OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

Provider and Settlement Services Charge or Range of Charges:

BRAZOS COUNTY ABSTRACT COMPANY, INC.	(premium as set by Texas Department of Insurance and vary depending on value of transaction and credits available to consumer)
Realty Tax Search, Inc.	\$35.00

ACKNOWLEDGEMENT

I/we have read this disclosure form, and understand that Patrick F. Doyle, Bettison, Doyle, Apffel & Guarino, P.C, Texan Title Holdings, LLC, Brazos County Abstract Company and Realty Tax Search, Inc., are referring me/us to purchase the above-described settlement services(s) and may receive a financial or other benefit as the result of this referral.

EXHIBIT E

BRAZOS COUNTY ABSTRACT COMPANY PRIVACY POLICY

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a non-affiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **BRAZOS COUNTY ABSTRACT COMPANY**.

We collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as your name, address, telephone number, or social security number;
- Information about your transactions with us, our affiliates, or others. We receive this information from your lender, attorney, real estate broker, etc; and
- Information from public records

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT OUR CUSTOMERS OR FORMER CUSTOMERS TO ANYONE, EXCEPT AS PERMITTED BY LAW.

WE RESTRICT ACCESS TO NONPUBLIC PERSONAL INFORMATION ABOUT YOU TO THOSE EMPLOYEES WHO NEED TO KNOW THAT INFORMATION TO PROVIDE THE PRODUCTS OR SERVICES REQUESTED BY YOU OR YOUR LENDER.

WE MAINTAIN PHYSICAL, ELECTRONIC, AND PROCEDURAL SAFEGUARDS THAT COMPLY WITH APPROPRIATE FEDERAL AND STATE REGULATIONS.

NO PERSON, ENTITY OR FIRM WHO IS NOT A PARTY TO YOUR CONTRACT IS PERMITTED TO RECEIVE ANY INFORMATION FROM THIS COMPANY ON ANY MATTER RELATIVE TO YOUR CONTRACT.

EXHIBIT E

BETTISON, DOYLE, APFFEL & GUARINO, P.C. PRIVACY POLICY NOTICE

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **BETTISON, DOYLE, APFFEL & GUARINO, P.C.**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms
- Information about your transactions we secure from our files, or from our affiliates or others
- Information we receive from a consumer reporting agency
- Information that we receive from others involved in your transaction, such as the real estate agent or lender

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance
- Non-financial companies such as envelope stuffers and other fulfillment service providers

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

EXHIBIT F TO REAL ESTATE CONTRACT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

DATE: _____, 201__

GRANTOR: THE CITY OF COLLEGE STATION, TEXAS

GRANTOR'S MAILING ADDRESS: P. O. Box 9960
(including county) Brazos County
College Station, Texas 77842

GRANTEE: TDI-BROOKS DEVELOPMENTS, LLC,
a Texas limited liability company

GRANTEE'S MAILING ADDRESS: 14391 South Dowling Road
(including county) Brazos County
College Station, Texas 77845

CONSIDERATION: TEN AND NO/ Dollars (\$10.00) and other good and valuable consideration

PROPERTY:

All that certain tract or parcel of land containing 63.187 acres of land, more or less, lying and being situated in the Samuel W. Roberson League, Abstract No. 202, in College Station, Brazos County, Texas, being all of that 65.00 acre tract conveyed to the City of College Station by deed recorded in Volume 1422, Page 133, of the Official Records of Brazos County, Texas, save and except 1.229 acres reserved for additional right-of-way of Rock Prairie Road East and a 0.566 acre tract at the northeast corner; said 63.187 acre tract being more particularly described by metes and bounds on **Exhibit A** and shown on plat marked **Exhibit D** attached hereto and made a part hereof for all intents and purposes.

EXHIBIT F TO REAL ESTATE CONTRACT

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

1. Utility Easement from College Station Economic Development Foundation to City of College Station, dated May 12, 1987, recorded in Volume 971, Page 39, Official Records of Brazos County, Texas.
2. Royalty reservation in Deed from The Federal Land Bank to H. R. Brayton et al, dated November 2, 1934, recorded in Volume 87, Page 534, Deed Records of Brazos County, Texas.
3. Mineral reservation in Deed from L. D. Smith to S. L. Sluder, dated June 1, 1940, recorded in Volume 103, Page 612, Deed Records of Brazos County, Texas.
4. Royalty reservation in Deed from C. C. Hedges et al to J. H. Stockton, dated January 2, 1948, recorded in Volume 133, Page 301, Deed Records of Brazos County, Texas.
5. Royalty reservation in Deed from B. R. Dixon et al to J. E. Marsh, dated April 6, 1948, recorded in Volume 134, Page 551, Deed Records of Brazos County, Texas.
6. Royalty reservation in Deed from J. E. Marsh et ux to Henry B. Clay, dated November 30, 1967, recorded in Volume 266, Page 238, Deed Records of Brazos County, Texas.
7. Mineral reservation in Deed from Kenneth M. Morris, Trustee to Robert F. Spearman, dated July 16, 1981, recorded in Volume 488, Page 197, Deed Records of Brazos County, Texas.
8. Estate created by Oil and Gas Lease from Kenneth M. Morris, Trustee to R. L. Reese, dated February 13, 1978 and March 30, 1979, recorded in Volume 31, Page 529 and Volume 34, Page 639, Oil and Gas Lease Records of Brazos County, Texas.
9. Estate created by Oil and Gas Leases from Vernon F. Runnels et al to Ameritex Minerals, Inc., dated May 8, 1990, recorded in Volume 1192, Pages 551 and 554, Volume 1193, Page 783 and Volume 1194, page 209, Official Records of Brazos County, Texas, as ratified by instruments recorded in Volume 1252, pages 216, 218, 220, 222, 224, 226 and 228, Volume 1297, pages 197, 199, 201, 205, 207, 209, 211, 213, 215, 217, 219, 221, 223, 225, 227, 229, 231 and 233, Volume 1350, pages 217, 219, 220, 222, 224, 228, 230, 232, 234, 236, 239, 243, 247, 249, 251, 253, 255, 257, 259, 261, 263, 265 and 267, Volume 1372, pages 268, 270 and 275 and Volume 1615, page 303, and amended in Volume 1251, page 288, Volume 1634, pages 156 and 165, Volume 1638, page 244, Volume 1644, page 42, Volume 2672, pages 194, 196, 215 and 222, Volume 2818, page 47 and Volume 8503, page 211, Official Records of Brazos County, Texas.

EXHIBIT F TO REAL ESTATE CONTRACT

10. Estate created by Oil and Gas Leases from Enoch E. Smith et al to Ameritex Minerals, Inc., dated June 6, 1990, recorded in Volume 1193, page 786 and 791, Official Records of Brazos County, Texas, as ratified by instruments recorded in Volume 8503, pages 217 and 249, Official Records of Brazos County, Texas.
11. Terms and conditions contained in Release of Surface Rights executed by Kenneth M. Morris, Trustee, dated January 28, 1988, recorded in Volume 1025, page 826, Official Records of Brazos County, Texas.
12. Terms and conditions contained in Partial Surface Waiver dated March 14, 2013, recorded in Volume 11226, page 104, of the Official Records of Brazos County, Texas.

GRANTOR hereby reserves unto itself, its successors and assigns, a full public utility easement for 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 all that certain tract or parcel of land containing 0.923 acres of land, more or less, lying and being situated in the Samuel W. Roberson League, Abstract No. 202, in College Station, Brazos County, Texas, being part of that 65.00 acre tract conveyed to the City of College Station by deed recorded in Volume 1422, Page 133, of the Official Records of Brazos County, Texas, being a strip of land 20.00 feet in width along the proposed southwest right-of-way line of Rock Prairie Road East; said 0.923 acre tract being more particularly described by metes and bounds on **Exhibit B** and shown on plat marked **Exhibit D** attached hereto and made a part hereof for all intents and purposes, and any ways, streets, roads, or alleys abutting same together with the right to cut, trim, and control the growth of trees and other vegetation on and in the public utility easement area or on adjoining property, which might interfere with or threaten the operation and maintenance of any public utility equipment, accessories, or operations and it being understood and agreed that any and all equipment and facilities placed upon said 0.923 acre tract by GRANTOR shall remain the property of GRANTOR.

GRANTOR hereby reserves unto itself, its successors and assigns, a full perpetual sanitary control easement for public water wells as required by applicable state and federal laws and regulations (the form currently required by state law being set forth in Title 30, Texas Administrative Code, Section 290.47, Appendix C), upon, over, and across all that certain tract or parcel of land containing 0.952 acres of land, more or less, lying and being situated in the Samuel W. Roberson League, Abstract No. 202, in College Station, Brazos County, Texas, being part of that 65.00 acre tract conveyed to the City of College Station by deed recorded in Volume 1422, Page 133, of the Official Records of Brazos County, Texas, being a strip of land 100.00 feet in width along the easternmost boundary line of a proposed 63.187 acre tract out of said 65 acre tract; said 0.952 acre tract being more particularly described by metes and bounds on **Exhibit C** and shown on plat marked **Exhibit D** attached hereto and made a part hereof for all intents and purposes, and it being understood and agreed that any and all equipment and facilities placed upon said 0.952 acre tract by GRANTOR shall remain the property of GRANTOR.

EXHIBIT F TO REAL ESTATE CONTRACT

GRANTOR hereby reserves for itself, its successors and assigns, all of the Reserved Groundwater Rights. As used in this Special Warranty Deed, the following terms shall have the following meanings: Groundwater – All of the underground water, percolating water, artesian water, and any other water from any and all reservoirs, formations, depths and horizons beneath the surface of the earth, excluding underflow or flow in a defined subterranean channel; Reserved Groundwater – All of the Groundwater now or in the future located in, on or under the Property. Reserved Groundwater Rights – All of the Reserved Groundwater, together with the right to explore for, drill for, pump, develop, withdraw, produce and transport the Reserved Groundwater and Groundwater produced from other properties, on, under and over the Property, including, without limitation, the above reserved perpetual sanitary control easement; and all personal property rights and entitlements relating to or applicable to the Reserved Groundwater, including, without limitation, permits, licenses, historical use entitlements, wells, pumps, and infrastructure.

GRANTOR hereby reserves unto itself, its successors and assigns, any and all oil, gas and other minerals in, on or under the premises described on the attached **Exhibit A** and shown on plat marked **Exhibit D**; provided that there shall never in any event be any ingress or egress on or across the surface of the above described premises for the purposes of exploration, development, production or transportation of such oil, gas or other minerals, it being expressly contemplated by the parties to this instrument that any production of such minerals shall be from the surface of other adjacent property and that there shall be no development of any minerals that would require mining, shaft mining, pit mining or any other kind of mining that would require utilization of the surface, or through the pooling of such mineral interests for the development with adjacent parcels.

GRANTOR waives all rights with respect to the surface and no owner of the mineral estate shall ever have rights of ingress or egress except as may have been reserved by GRANTOR under the reservations and exceptions expressly listed in this deed or its predecessors in title.

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION, OR THE MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY AND (iii) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF

EXHIBIT F TO REAL ESTATE CONTRACT

REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. BY GRANTEE'S ACCEPTANCE OF THIS DEED, GRANTEE REPRESENTS THAT GRANTEE HAS MADE (i) ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, HAZARDOUS WASTE AND OTHER HAZARDOUS MATERIALS AND (ii) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY.

GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANTS, SELLS, and CONVEYS to GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE's successors and assigns forever. GRANTOR binds GRANTOR and GRANTOR's legal representatives, successors and assigns to warrant and forever defend all and singular the property to GRANTEE and GRANTEE's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under GRANTOR but not otherwise, and except as to the reservations from and exceptions to conveyance and warranty recited above.

When the context requires, singular nouns and pronouns include the plural.

CITY OF COLLEGE STATION, TEXAS

By: _____
NANCY BERRY, Mayor

ATTEST:

SHERRY MASHBURN, City Secretary

EXHIBIT F TO REAL ESTATE CONTRACT

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the _____ day of _____, 201____, by **NANCY BERRY**, as Mayor of the City of College Station, a Texas municipal corporation, on behalf of said municipality.

Notary Public in and for the State of Texas

PREPARED IN THE OFFICE OF:
City of College Station
Legal Department
P. O. Box 9960
College Station, Texas 77842-9960

RETURN ORIGINAL DOCUMENT TO:
City of College Station
Legal Department
P. O. Box 9960
College Station, Texas 77842-9960

EXHIBIT F TO REAL ESTATE CONTRACT EXHIBIT A

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, Texas 77845
(979) 693-2777

City of College Station
63.187 acres out of 65 acre Tract
on Rock Prairie Road East
S.W. Roberson league A-202
College Station, Texas
November 2012

All that certain tract or parcel of land lying and being situated in the Samuel W. Roberson league, Abstract no. 202, in College Station, Brazos County, Texas, being all of that 65.00 acre tract conveyed to the City of College Station by deed recorded in volume 1422, page 133 of the Official Public Records of Brazos County, Texas, save and except 1.229 acres reserved for additional right-of-way of Rock Prairie Road East and a 0.566 acre tract at the northeast corner, and being more particularly described as follows:

Commencing at a 1/2" iron rod found at the northeast corner of the said 65 acre tract, in the present southwest line of Rock Prairie Road East, from where City of College Station GPS control monument no. 257 bears S 63° 21' 52" E – 1107.05 feet.

Thence S 28° 35' 05" W – 248.08 feet, along the southeast line of the said 65 acre tract, to a 1/2" iron rod with an orange plastic cap stamped "H.P. MAYO RPLS 5045" set for the Point of Beginning of this tract;

Thence S 28° 35' 05" W – 901.76 feet, continuing along the southeast line of the said 65 acre tract, to a 1/2" iron rod found at the beginning of a tangent curve to the right;

Thence continuing along the southeast line of said 65 acre tract, along the arc of the curve (Rad.= 1295.61 feet) through a central angle of 35° 57' 54" (Ch.= S 46° 34' 02" W – 799.98 feet), to a 1/2" iron rod found at the end of the curve;

Thence S 64° 41' 33" W – 120.54 feet, continuing along the southeast line of the said 65 acre tract, to a 5/8" iron rod found at the common corner of the 65 acre tract and that 677.49 acre Tract 5 conveyed to Pebble Creek Development Company by deed recorded in volume 1671, page 276 of the Official Public Records of Brazos County, Texas;

Thence N 26° 07' 27" W – 2136.86 feet, along the common line of the said 65 acre and 677.49 acre tracts, to a 5/8" iron rod found with a plastic cap stamped "QUADRANT SYSTEMS" at an angle point;

EXHIBIT F TO REAL ESTATE CONTRACT EXHIBIT A

Thence N 12° 36' 43" E – 402.72 feet, continuing along the said common line, to a 1/2" iron rod with an orange plastic cap stamped "H.P. MAYO RPLS 5045" set for the northwest corner of this tract in the proposed southwest right-of-way line of Rock Prairie Road East, from where another 5/8" iron rod found with a plastic cap stamped "QUADRANT SYSTEMS" at the common corner of the said 65 acre and 677.49 acre tracts in the current southwest line of Rock Prairie Road East bears N 12° 36' 43" E – 20.68 feet;

Thence along the said proposed southwest right-of-way line of Rock Prairie Road East as follows:

S 78° 57' 13" E – 492.61 feet to a 1/2" iron rod with an orange plastic cap stamped "H.P. MAYO RPLS 5045" set for an angle point;

S 79° 29' 45" E – 359.75 feet to a 1/2" iron rod with an orange plastic cap stamped "H.P. MAYO RPLS 5045" set for the beginning of a tangent curve to the right with a radius of 2070.00 feet;

Along said curve through a central angle of 18° 13' 49" (Ch.= S 70° 22' 50" E – 655.86 feet), to a 1/2" iron rod with an orange plastic cap stamped "H.P. MAYO RPLS 5045" set at its end;

S 61° 15' 56" E – 491.37 feet to a 1/2" iron rod with an orange plastic cap stamped "H.P. MAYO RPLS 5045" set for the northeast corner of this tract;

Thence S 16° 20' 25" E – 314.49 feet, through the said 65 acre tract, to the Point of Beginning and containing 63.187 acres of land more or less.

Bearings are Texas State Plane, Central Zone, NAD83 (CORS) datum, based on City of College Station GPS control monuments no. 9 and 257 (S 70° 59' 36" E).

See Survey Plat and separate Exhibit Map, revised November 2012.



EXHIBIT F TO REAL ESTATE CONTRACT EXHIBIT B

Joe Orr, Inc.

Surveyors & Engineers

2167 Post Oak Circle

College Station, Texas 77845

(979) 693-2777

City of College Station
Proposed 20' Utility Easement (Reserved) in
63.187 acre Tract on Rock Prairie Road East
S.W. Roberson league A-202
College Station, Texas
November 2012

All that certain tract or parcel of land lying and being situated in the Samuel W. Roberson league, Abstract no. 202, in College Station, Brazos County, Texas, being part of that 65.00 acre tract conveyed to the City of College Station by deed recorded in volume 1422, page 133 of the Official Public Records of Brazos County, Texas, being a strip of land 20.00 feet in width along the proposed southwest right-of-way line of Rock Prairie Road East, and being more particularly described as follows:

Beginning at a 1/2" iron rod with an orange plastic cap stamped "H.P. MAYO RPLS 5045" set for corner in the proposed southwest right-of-way line of Rock Prairie Road East on a common line of the said 65 acre tract and that 677.49 acre Tract 5 conveyed to Pebble Creek Development Company by deed recorded in volume 1671, page 276 of the Official Public Records of Brazos County, Texas, from where a 5/8" iron rod found with a plastic cap stamped "QUADRANT SYSTEMS" at a common corner of the said tracts in the current southwest line of Rock Prairie Road East bears N 12° 36' 43" E – 20.68 feet.

Thence along the said proposed right-of-way line of Rock Prairie Road East as follows:

S 78° 57' 13" E – 492.61 feet to a 1/2" iron rod with an orange plastic cap stamped "H.P. MAYO RPLS 5045" set for an angle point;

S 79° 29' 45" E – 359.75 feet to a 1/2" iron rod with an orange plastic cap stamped "H.P. MAYO RPLS 5045" set for the beginning of a tangent curve to the right with a radius of 2070.00 feet;

Along said curve through a central angle of 18° 13' 49" (Ch.= S 70° 22' 50" E – 655.86 feet), to a 1/2" iron rod with an orange plastic cap stamped "H.P. MAYO RPLS 5045" set at its end;

S 61° 15' 56" E – 491.37 feet to a 1/2" iron rod with an orange plastic cap stamped "H.P. MAYO RPLS 5045" set for the northwest corner of a proposed 0.566 acre Reserve Tract;

Thence S 16° 20' 25" E – 28.32 feet, along the southwest line of said 0.566 acre tract, to a point for corner;

EXHIBIT F TO REAL ESTATE CONTRACT EXHIBIT B

Thence through the said 65 acre tract, 20.00 feet southwest and parallel to the said proposed right-of-way line of Rock Prairie Road East, as follows:

N 61° 15' 56" W – 511.43 feet to the beginning of a tangent curve to the left with a radius of 2050.00 feet;

Along said curve through a central angle of 18° 13' 49" (Ch.= S 70° 22' 50" E – 649.52 feet), to a point of tangency;

N 79° 29' 45" W – 359.84 feet to an angle point;

N 78° 57' 13" W – 493.25 feet to a corner of this easement tract in the said common line of the 65 acre and 677.49 acre tracts;

Thence N 12° 36' 43" E – 20.01 feet, along said common tract line, to the Point of Beginning and containing 0.923 acres of land more or less.

Bearings are Texas State Plane, Central Zone, NAD83 (CORS) datum, based on City of College Station GPS control monuments no. 9 and 257 (S 70° 59' 36" E).

See Survey Plat and separate Exhibit Map, revised November 2012.

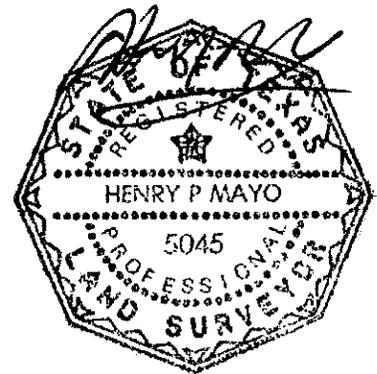


EXHIBIT F TO REAL ESTATE CONTRACT EXHIBIT C

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, Texas 77845
(979) 693-2777

City of College Station
Proposed 100' Sanitary Control Easement (Reserved)
in 63.187 acre Tract on Rock Prairie Road East
S.W. Roberson league A-202
College Station, Texas
November 2012

All that certain tract or parcel of land lying and being situated in the Samuel W. Roberson league, Abstract no. 202, in College Station, Brazos County, Texas, being part of that 65.00 acre tract conveyed to the City of College Station by deed recorded in volume 1422, page 133 of the Official Public Records of Brazos County, Texas, being a strip of land 100.00 feet in width along the easternmost boundary line of a proposed 63.187 acre tract out of said 65 acre tract, and being more particularly described as follows:

Commencing at a 1/2" iron rod found at the northeast corner of the said 65 acre tract, in the present southwest line of Rock Prairie Road East, from where City of College Station GPS control monument no. 257 bears S 63° 21' 52" E – 1107.05 feet.

Thence S 28° 35' 05" W – 248.08 feet, along the southeast line of the 65 acre tract, to the Point of Beginning of this easement tract at a 1/2" iron rod with an orange plastic cap stamped "H.P. MAYO RPLS 5045" set for the south corner of a proposed 0.566 acre Reserve Tract;

Thence S 28° 35' 05" W – 141.61 feet, along the southeast line of said 65 acre tract, to the south corner of this easement tract;

Thence N 16° 20' 25" W – 515.01 feet, through the 65 acre tract, to the northwest corner of this easement tract in the proposed south right-of-way line of Rock Prairie Road East;

Thence S 61° 15' 56" E – 141.61 feet, along said proposed right-of-way line (101' width), to a 1/2" iron rod with an orange plastic cap stamped "H.P. MAYO RPLS 5045" set for the northwest corner of said 0.566 acre tract;

Thence S 16° 20' 25" E – 314.49 feet, along the southwest line of the 0.566 acre tract, to the Point of Beginning and containing 0.952 acres of land more or less.

Bearings are Texas State Plane, Central Zone, NAD83 (CORS) datum, based on City of College Station GPS control monuments no. 9 and 257 (S 70° 59' 36" E).

See Survey Plat and separate Exhibit Map, revised November 2012.





**William's Creek
Subdivision**

MOSES CREEK CT
OLD MAY CT

JOHNSON CREEK LO

WAYNE CT
ROCK PRAIRIE RD
WILLIAM'S RIDGE CT

CAMBELL CT

**Pebble Creek
Subdivision**

AUGUST CR
CRYSTAL DOWNS CT
CASCADES DR

MISSION HILLS DR

**Lick Creek
WWTP**

Lick Creek Park



Legislation Details (With Text)

File #:	14-784	Version:	1	Name:	Sandy Point Pump Station Improvements
Type:	Contract	Status:		Status:	Consent Agenda
File created:	10/26/2014	In control:		In control:	City Council Regular
On agenda:	11/24/2014	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding construction contract no. 15-011 with Dudley Construction, Ltd., in the amount of \$4,355,118 for the Sandy Point Pump Station Improvements.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Sandy Point Map.pdf ITB 15-006 Tabulation.pdf ITB 14-082 Tabulation.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding construction contract no. 15-011 with Dudley Construction, Ltd., in the amount of \$4,355,118 for the Sandy Point Pump Station Improvements.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the construction contract and rejection of Bid No. 14-082.

Summary: This project includes the expansion of the cooling towers and upgrade of the chemical feed system at the Sandy Point Pump Station. Cooling towers are required in our water production system because our groundwater is 118 degrees Fahrenheit when it reaches the Sandy Point Pump Station. Presently, the cooling towers are the limiting factor in our daily water production capacity. When this project is complete, the maximum daily capacity will increase from 29 to 31 million gallons per day, with future cooling capacity to reach up to 37 million gallons per day. The scope also includes replacing the chlorine gas chemical feed system with a liquid chlorine system, since the chlorine gas injection system has reached the end of its useful service life and must be replaced. The engineering consultant on this project, Arcadis, conducted a pre-design evaluation on disinfection alternatives for this system. Arcadis determined the liquid chlorine system to be the safest and least expensive system to construct and operate over the course of the expected service life. Staff agrees with these conclusions and has chosen to replace the gas system with a liquid chlorine system.

Initially bid as Bid No. 14-082, the project was re-bid due to inconsistencies in the type of cooling tower proposed by the bidders and cooling tower supplier issues. Bid No. 14-082 is requested to be rejected in lieu of Bid No. 15-006.

Budget & Financial Summary: This project is included in the FY15 approved Water Capital

Improvements Projects budget as two separate projects; the Sandy Point Chemical Feed System Replacement project with a budget of \$1,058,000 and the Cooling Tower Expansion project with a budget of \$3,390,100. The projects are combined for contract efficiency purposes with a total budget of \$4,448,100. A total of \$535,254 has been expended or committed to date, leaving a balance of \$3,912,846 for construction and related expenditures. The construction contract for the project will exceed the budget balance available. Additional budget in the amount of \$550,000 will be transferred from the Variable Frequency Drive (VFD) Replacement project, which may result in a delay to that project.

Attachments:

1. Contract No. 15-011 - On file in the City Secretary's Office
2. Project Location Map
3. Bid Tabulation for Bid No. 14-082
4. Bid Tabulation for Bid No. 15-006

SANDY POINT COMBINED





City of College Station - Purchasing Division
Bid Tabulation for #15-006
"Sandy Point Pump Station Improvements (Re-Bid)"
Open Date: Wednesday, October 15, 2014 @ 2:00 pm

				Dudley Construction, LTD		Bryan Construction Company		Associated Construction Partners, LTD.	
ITEM NO.	DESCRIPTION	UNIT	NO. OF UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID									
1	Mobilization	Lump Sum	1	\$96,500.00	\$96,500.00	\$97,000.00	\$97,000.00	\$350,000.00	\$350,000.00
2	Trench Safety	Lump Sum	1	\$19,250.00	\$19,250.00	\$4,000.00	\$4,000.00	\$10,000.00	\$10,000.00
3	Erosion and Sedimentation Control	Lump Sum	1	\$9,900.00	\$9,900.00	\$6,400.00	\$6,400.00	\$20,000.00	\$20,000.00
4	Yard Piping and Site Improvements	Lump Sum	1	\$1,196,000.00	\$1,196,000.00	\$1,106,000.00	\$1,106,000.00	\$1,188,000.00	\$1,188,000.00
5	Chemical System Improvements	Lump Sum	1	\$807,000.00	\$807,000.00	\$1,359,600.00	\$1,359,600.00	\$400,000.00	\$400,000.00
6	Cooling Tower No. 3 - vendor scope	Lump Sum	1	\$1,290,000.00	\$1,290,000.00	\$1,290,000.00	\$1,290,000.00	\$1,290,000.00	\$1,290,000.00
7	Cooling Tower Improvements	Lump Sum	1	\$849,000.00	\$849,000.00	\$410,800.00	\$410,800.00	\$1,500,000.00	\$1,500,000.00
8	Existing Cooled Water Basin Crack Repair	Linear Foot	264	\$40.00	\$10,560.00	\$50.00	\$13,200.00	\$50.00	\$13,200.00
TOTAL Base Bid For Sandy Point Pump Station Improvements (Bid Items 1-8)				\$4,278,210.00		\$4,287,000.00		\$4,771,200.00	
ITEM NO.	DESCRIPTION	UNIT	NO. OF UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
EXTRA UNIT PRICE ITEMS									
1	Additional Excavation	CY	100	\$15.00	\$1,500.00	\$11.00	\$1,100.00	\$30.00	\$3,000.00
2	Additional Select Fill	CY	200	\$28.00	\$5,600.00	\$32.00	\$6,400.00	\$50.00	\$10,000.00
3	Additional Cement Stabilized Sand	CY	200	\$25.00	\$5,000.00	\$50.00	\$10,000.00	\$75.00	\$15,000.00
4	Additional Class "A" Concrete	CY	50	\$250.00	\$12,500.00	\$560.00	\$28,000.00	\$550.00	\$27,500.00
5	Additional Class "B" Concrete	CY	25	\$245.00	\$6,125.00	\$440.00	\$11,000.00	\$550.00	\$13,750.00
6	Additional Concrete Repair	SF	150	\$10.00	\$1,500.00	\$6.00	\$900.00	\$25.00	\$3,750.00
7	Additional Structural Crack Repair	LF	100	\$40.00	\$4,000.00	\$40.00	\$4,000.00	\$25.00	\$2,500.00
8	Additional Buried Steel Piping, 36-inch Diameter	LF	20	\$455.00	\$9,100.00	\$550.00	\$11,000.00	\$500.00	\$10,000.00
9	Additional Buried Steel Piping, 48-inch Diameter	LF	20	\$635.00	\$12,700.00	\$800.00	\$16,000.00	\$1,000.00	\$20,000.00
10	Additional Exposed Electrical Conduit, 1-inch	LF	200	\$14.33	\$2,866.00	\$15.00	\$3,000.00	\$15.00	\$3,000.00
11	Additional Buried Electrical Conduit, 1-inch	LF	400	\$19.87	\$7,948.00	\$20.50	\$8,200.00	\$20.00	\$8,000.00
12	Additional Electrical Cable, #4	LF	400	\$2.35	\$940.00	\$2.50	\$1,000.00	\$5.00	\$2,000.00
13	Additional Instrumentation / Communications Cable, wire size 10	LF	400	\$1.21	\$484.00	\$1.25	\$500.00	\$5.00	\$2,000.00
14	Additional Buried Ductbank	LF	100	\$66.45	\$6,645.00	\$68.00	\$6,800.00	\$75.00	\$7,500.00
TOTAL Extra Unit Price Items For Sandy Point Pump Station Improvements				\$76,908.00		\$107,900.00		\$128,000.00	
GRAND TOTAL				\$4,355,118.00		\$4,394,900.00		\$4,899,200.00	
Bid Certification				Y		Y		Y	
Addendum Acknowledged				Y		Y		Y	
Bid Bond				Y		Y		Y	



City of College Station - Purchasing Division
 Bid Tabulation for #14-082
 "Sandy Point Pump Station Improvements"
 Open Date: Thursday, August 14, 2014 @ 2:00 p.m.

				Bryan Construction Company		J.S. Haren Company		Dudley Construction, Ltd.	
ITEM NO.	DESCRIPTION	UNIT	NUMBER OF UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID									
1	Mobilization	Lump Sum	1	\$93,300.00	\$93,300.00	\$210,000.00	\$210,000.00	\$120,000.00	\$120,000.00
2	Trench Safety	Lump Sum	1	\$4,000.00	\$4,000.00	\$10,000.00	\$10,000.00	\$33,100.00	\$33,100.00
3	Erosion and Sedimentation Control	Lump Sum	1	\$6,400.00	\$6,400.00	\$5,000.00	\$5,000.00	\$10,200.00	\$10,200.00
4	Yard Piping and Site Improvements	Lump Sum	1	\$1,113,600.00	\$1,113,600.00	\$1,450,000.00	\$1,450,000.00	\$1,306,300.00	\$1,306,300.00
5	Chemical System Improvements	Lump Sum	1	\$1,354,100.00	\$1,354,100.00	\$750,000.00	\$750,000.00	\$712,750.00	\$712,750.00
6	Cooling Tower Improvements	Lump Sum	1	\$1,503,900.00	\$1,503,900.00	\$1,828,040.00	\$1,828,040.00	\$2,064,900.00	\$2,064,900.00
7	Existing Cooled Water Basin Crack Repair	Linear Foot	264	\$50.00	\$13,200.00	\$15.00	\$3,960.00	\$150.00	\$39,600.00
TOTAL Base Bid For Sandy Point Pump Station Improvements (Bid Items 1-7)				\$4,088,500.00		\$4,257,000.00		\$4,286,850.00	
EXTRA UNIT PRICE ITEMS									
1	Additional Excavation	CY	100	\$11.00	\$1,100.00	\$8.00	\$800.00	\$8.00	\$800.00
2	Additional Select Fill	CY	200	\$32.00	\$6,400.00	\$12.00	\$2,400.00	\$15.00	\$3,000.00
3	Additional Cement Stabilized Sand	CY	200	\$50.00	\$10,000.00	\$22.00	\$4,400.00	\$30.00	\$6,000.00
4	Additional Class "A" Concrete	CY	50	\$560.00	\$28,000.00	\$150.00	\$7,500.00	\$250.00	\$12,500.00
5	Additional Class "B" Concrete	CY	25	\$440.00	\$11,000.00	\$90.00	\$2,250.00	\$245.00	\$6,125.00
6	Additional Concrete Repair	SF	150	\$6.00	\$900.00	\$10.00	\$1,500.00	\$10.00	\$1,500.00
7	Additional Structural Crack Repair	LF	100	\$40.00	\$4,000.00	\$12.00	\$1,200.00	\$150.00	\$15,000.00
8	Additional Buried Steel Piping, 36-inch Diameter	LF	20	\$550.00	\$11,000.00	\$500.00	\$10,000.00	\$455.00	\$9,100.00
9	Additional Buried Steel Piping, 48-inch Diameter	LF	20	\$800.00	\$16,000.00	\$700.00	\$14,000.00	\$635.00	\$12,700.00
10	Additional Exposed Electrical Conduit, 1-inch	LF	200	\$15.00	\$3,000.00	\$13.00	\$2,600.00	\$14.75	\$2,950.00
11	Additional Buried Electrical Conduit, 1-inch	LF	400	\$20.50	\$8,200.00	\$17.00	\$6,800.00	\$20.50	\$8,200.00
12	Additional Electrical Cable, #4	LF	400	\$2.50	\$1,000.00	\$2.00	\$800.00	\$2.50	\$1,000.00
13	Additional Instrumentation / Communications Cable, wire size 10	LF	400	\$1.25	\$500.00	\$1.00	\$400.00	\$1.25	\$500.00
14	Additional Buried Ductbank	LF	100	\$68.00	\$6,800.00	\$57.00	\$5,700.00	\$68.50	\$6,850.00
TOTAL Extra Unit Price Items For Sandy Point Pump Station Improvements				\$107,900.00		\$60,350.00		\$86,225.00	
GRAND TOTAL				\$4,196,400.00		\$4,317,350.00		\$4,373,075.00	
Bid Certification				Y		Y		Y	
Bid Bond				Y		Y		Y	
Addendum Acknowledged				Y		Y		Y	
Exceptions				Exception taken to cooling tower specs.		None		None	



Legislation Details (With Text)

File #: 14-818 **Version:** 1 **Name:** Electric Substation Transformer
Type: Contract **Status:** Consent Agenda
File created: 10/29/2014 **In control:** City Council Regular
On agenda: 11/24/2014 **Final action:**
Title: Presentation, possible action, and discussion regarding the award of Bid 15-001 and approval of a contract between the City of College Station and WEG Electric Corp, in the amount of \$599,900 for the purchase and installation of a substation transformer to serve added load.
Sponsors: Timothy Crabb
Indexes:
Code sections:
Attachments: [Bid Tab 15-001.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the award of Bid 15-001 and approval of a contract between the City of College Station and WEG Electric Corp, in the amount of \$599,900 for the purchase and installation of a substation transformer to serve added load.

Relationship to Strategic Goals: (Select all that apply)

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

Recommendation(s):

Staff recommends approval of the contract with WEG Electric Corp in the amount of \$599,900 to provide and install the substation transformer at the lowest evaluated equivalent first cost to the City as shown by the attached Bid Tab 15-001.

Summary:

On October 16, 2014 seven (7) sealed bids were received and opened in response to Invitation to Bid #15-001. These bids were evaluated and ranked using several factors. Of the seven bids, five (5) were found to be non-compliant with the City's bid requirements. The bid submitted by WEG Electric Corp was found to be the lowest bid, and to be in full compliance with the bid requirements. This new substation transformer is necessary to meet the power requirements for the City of College Station.

Budget & Financial Summary:

Funds for this project are budgeted and available in the Electric Capital Improvement Projects Fund.

Attachments:

1. Bid Tab 15-001



City of College Station - Purchasing Division
Bid Tabulation for #15-001
"Dowling Road Substation Tranformer"
Open Date: Thursday, October 16, 2014 @ 2:00 p.m.

Transformer Manufacturer	ABB TRANSFORMER	DELTA STAR TRANSFORMER	HICO TRANSFORMER	JSHP TRANSFORMER	PENNSYLVANIA TRANSFORMER	VIRGINIA TRANSFORMER	WEG TRANSFORMER
Factory Point of Origin	Crystal Springs, MS	Lynchburg, VA	Changwon, Korea	Liyang, China	Canonsburg, PA	Roanoke, VA	Huehuetoca, MX
Dealer / Agent	Self	Self	Self	Alsworth, Inc.	Self	Self	K D Johnson, Inc
Transformer Unit Cost	\$609,600.00	\$956,761.00	\$918,075.00	\$823,500.00	\$875,288.00	\$656,587.00	\$584,400.00
Cost of Site Delivery / Assembly	\$57,150.00	\$26,780.00	\$110,000.00	\$50,000.00	\$46,000.00	included	\$15,500.00
Cost of Qualified Service Engineer	\$10,575.00	included	\$8,000.00	\$8,000.00	\$8,000.00	included	included
Site Delivery Adjustment(s)	\$14,675.00	\$0.00	None	None	\$20,000.00	None	None
Required Testing not included	None	\$0.00	\$52,648.00	None	\$10,000.00	None	None
Total Cost Delivered to Foundation	\$692,000.00	\$983,541.00	\$1,088,723.00	\$881,500.00	\$959,288.00	\$656,587.00	\$599,900.00
Cost of Losses- "A" Factor	\$142,477.92	\$155,264.40	\$182,664.00	\$228,330.00	\$182,664.00	\$151,002.24	\$148,414.50
Cost of Losses- "B" Factor	\$167,777.28	\$131,870.40	\$121,146.00	\$135,048.00	\$142,992.00	\$171,411.66	\$137,470.92
Equivalent First Cost	\$1,002,255.20	\$1,270,675.80	\$1,392,533.00	\$1,244,878.00	\$1,284,944.00	\$979,000.90	\$885,785.42
Ranking	3	5	7	4	6	2	1
Delivery (weeks)	EXCEEDS DEADLINE	MEETS DEADLINE	42 weeks	36 weeks	25 weeks	26 weeks	28 weeks
Purchase Terms	90% Delivery, NET 30		100%, NET 30	Net 30	Net 30	Net 30	Net 30
Spare Parts	\$0.00	\$3,887.00	\$39,000.00	\$19,000.00	\$55,270.00	\$10,155.00	\$8,980.00
Cost Delta from Lowest Cost Unit	\$116,469.78	\$384,890.38	\$506,747.58	\$359,092.58	\$399,158.58	\$93,215.48	\$0.00
Purchasing Requirement Review:							
Bid Certification	Y	Y	Y	Y	Y	Y	Y
Bid Bond	Y	Y	N	Y	N	Y	Y
Addendums Acknowledged	2 of 2 only	Y	Y	Y	Y	1 of 2 only	Y
Exceptions	See quote letter	Exceptions taken to standard construction contract.	None Specified	None Specified	Exceptions taken to standard construction contract.	Exceptions and Vendor's Terms and Conditions Included	None Specified
BID STATUS:	Non-Compliant	Non-Compliant	Non-Compliant	Non-Compliant	Non-Compliant	Compliant	Compliant
Reason 1	Delivery Date	Warranty	Factory of Origin	Delivery date	No Bid Bond Submitted		
Reason 2			No Bid Bond Submitted	Factory of Origin			
Reason 3			Delivery Date				



Legislation Details (With Text)

File #: 14-821 **Version:** 1 **Name:** Game Day Traffic Control Plan ILA

Type: Agreement **Status:** Consent Agenda

File created: 10/30/2014 **In control:** City Council Regular

On agenda: 11/24/2014 **Final action:**

Title: Presentation, possible action, and discussion regarding an interlocal agreement between the City of College Station and Texas A&M University to equally share in the cost of deployment and rental and/or purchase of traffic control devices which will be used to implement the Game Day Traffic Control Plan. The total cost to rent the equipment for games 1 - 6 is \$89,883.50 and the anticipated purchase price of the devices is approximately \$240,000.

Sponsors: Troy Rother

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding an interlocal agreement between the City of College Station and Texas A&M University to equally share in the cost of deployment and rental and/or purchase of traffic control devices which will be used to implement the Game Day Traffic Control Plan. The total cost to rent the equipment for games 1 - 6 is \$89,883.50 and the anticipated purchase price of the devices is approximately \$240,000.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

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

Summary: As part of the partnership between the Texas A&M University System, City of College Station, and other local agencies to developed a comprehensive game day traffic plan, staff from the Texas A&M University Transportation Institute and the City developed a traffic control plan to efficiently move traffic after the TAMU football game. Funds totaling \$89,883.50 have been appropriated by the City to cover the cost of renting the equipment for the current football season. Staff intends to bid the purchase of the equipment in the coming months so we'll have the traffic control devices for the 2015 football season. This ILA will allow TAMU to cover one-half of the total cost, up to \$200,000.

Once the equipment has been purchased, the City will bid out the deployment of the traffic control devices, which will allow a contractor to be responsible for the deployment and collection of the traffic control devices. Staff believes that more bids will be submitted if contractors don't have to supply the traffic control equipment. While the purchase cost is a significant upfront cost, staff believes that owning the equipment will pay for itself in just a few years. A separate ILA between TAMU and the

City to share this cost will be submitted to the City Council at a later date.

Budget & Financial Summary: Budget was not included in the FY15 budget for the rental of the equipment in FY15 or for the subsequent purchase the equipment as the costs associated with the plan were not available when the budget was being developed. It is anticipated that a budget amendment request in the amount of approximately \$295,000 will be brought to Council in the future as part of an FY15 Budget Amendment.

As outlined in this Interlocal Agreement, the City will share for one-half of the costs incurred by the City to equally share in the cost of deployment and rental and/or purchase of traffic control devices which will be used to implement the Game Day Traffic Control Plan (up to \$200,000).

Attachments:

1. Interlocal agreement on file in the City Secretary's Office



Legislation Details (With Text)

File #: 14-822 **Version:** 1 **Name:** Wolf Pen Creek Erosion Control Phase II
Type: Contract **Status:** Consent Agenda
File created: 10/30/2014 **In control:** City Council Regular
On agenda: 11/24/2014 **Final action:**
Title: Presentation, possible action, and discussion regarding approval of a professional services contract between the City of College Station and Freese and Nichols, Inc. in the amount of \$76,505 (Contract No. 15-007) for the Wolf Pen Creek Erosion Control Phase II Project.
Sponsors: Donald Harmon
Indexes:
Code sections:
Attachments: [WPC Location Map.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of a professional services contract between the City of College Station and Freese and Nichols, Inc. in the amount of \$76,505 (Contract No. 15-007) for the Wolf Pen Creek Erosion Control Phase II Project.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: Freese and Nichols, Inc (FNI) was contracted in July 2013 to prepare a technical memo analyzing four (4) areas within Wolf Pen Creek: #1, 4, 6, and 7. Area #1 was identified by FNI and COCS staff as an area that needed immediate attention. This contract with FNI, is for the design of the demolition of the pedestrian bridge at area #1 and relocation of the existing trail.

Budget & Financial Summary: Funds in the amount of \$430,000 are budgeted for this project. Funds in the amount of \$83,935.08 have been expended or committed to date, leaving a balance of \$346,064.92 for the development of this plan and construction.

Reviewed and Approved by Legal: Yes

Attachments:

1. Contract on file with the City Secretary's Office
2. Location Map



Wolf Pen Creek Erosion Control Phase II



Legislation Details (With Text)

File #: 14-823 **Version:** 1 **Name:** Appraisal Services Contract Renewals
Type: Renewal **Status:** Consent Agenda
File created: 10/30/2014 **In control:** City Council Regular
On agenda: 11/24/2014 **Final action:**

Title: Presentation, possible action, and discussion regarding the renewal of four Master Agreements for Real Estate Appraisal Services: S.T. Lovett & Associates (Contract No. 13-040); Integra Realty Resources - Houston (Contract No. 13-041); Atrium Real Estate Services (Contract No. 13-042); Integra Realty Resources - Austin (Contract No. 13-043). Each Master Agreement will not exceed \$35,000. Approval of the renewal of these agreements will authorize the City Manager or his delegate to approve Service Orders for each project within the terms of each Master Agreement.

Sponsors: Donald Harmon

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the renewal of four Master Agreements for Real Estate Appraisal Services: S.T. Lovett & Associates (Contract No. 13-040); Integra Realty Resources - Houston (Contract No. 13-041); Atrium Real Estate Services (Contract No. 13-042); Integra Realty Resources - Austin (Contract No. 13-043). Each Master Agreement will not exceed \$35,000. Approval of the renewal of these agreements will authorize the City Manager or his delegate to approve Service Orders for each project within the terms of each Master Agreement.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the renewal of the Master Agreements.

Summary: As a result of RFP No. 12-094, Request for Proposal of Real Estate Appraisal Services, four real estate appraisal firms were selected to prepare real estate appraisal reports and provide real estate consulting services to the City of College Station. Each agreement for real estate services had the option to renew the contract for up to two (2) additional one (1) year terms (for a total of three (3) years). We are requesting to renew the Master Agreements for all four firms. This will be the final renewal. A new RFP will be issued next year.

Typical appraisal assignments include appraisal of public utility easements; the appraisal of partial fee simple acquisitions; the appraisal of tracts for park land and greenways, as well as other municipal uses. Each agreement will have a not to exceed amount of \$35,000.

Budget & Financial Summary: Funds for the appraisals are budgeted in the various funds out of which the land will be purchased. In the case of land purchases for capital projects, the funds are

budgeted as part of the capital project.

Attachments:

1. Renewal Acceptance Form - S.T. Lovett & Associates (in City Secretary's Office)
2. Renewal Acceptance Form - Integra Realty Resources - Houston (in City Secretary's Office)
3. Renewal Acceptance Form - Atrium Real Estate Services (in City Secretary's Office)
4. Renewal Acceptance Form - Integra Realty Resources - Austin (in City Secretary's Office)



Legislation Details (With Text)

File #: 14-826 **Version:** 1 **Name:** FY2015 Excess Workers' Compensation and Excess Casualty Insurance Policy

Type: Bid Award **Status:** Consent Agenda

File created: 11/3/2014 **In control:** City Council Regular

On agenda: 11/24/2014 **Final action:**

Title: Presentation, possible action, and discussion regarding the purchase of Excess Workers' Compensation and Casualty Insurance from the Colony Insurance Company for a total premium of \$99,664.50.

Sponsors: Alison Pond

Indexes:

Code sections:

Attachments: [Insurance FY15 Colony McGriff Renewal Recommendation Letter 111014.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the purchase of Excess Workers' Compensation and Casualty Insurance from the Colony Insurance Company for a total premium of \$99,664.50.

Relationship to Strategic Goals:

- Financially Sustainable City

Recommendation(s):

The City of College Station Human Resources and Risk Management Department recommends approval of this insurance policy for the period December 1, 2014 to September 30, 2015.

Policy Type: Excess Workers' Compensation & Liability
 Carrier Name: Colony Insurance Company
 FY 2015 Premium: \$99,664.50
 SIR/Deduct: \$500,000 / \$650,000
 Limits of Liability: \$5 mil / \$10 mil

Summary:

The City issued a request for proposals for Excess Workers' Compensation and Excess Liability and Casualty Insurance to increase the limits of liability on all lines of coverage. Sole Broker of Record McGriff, Seibels and Williams of Texas, Inc., submitted the City's applications to the appropriate carriers and evaluated all proposals submitted.

The City has been self-insured since 2002. Proposals for FY2015 Excess Property Casualty and

Workers' Compensation policies assume a \$500,000 self-insured retention (SIR) for all lines except Fire and Law Enforcement occupation codes, which carry a \$650,000 SIR. Policy limits of liability are \$5 million/\$5 million aggregate per line of coverage with Starr Indemnity. This includes General liability, Auto Liability, Law Enforcement Liability, and Public Officials Liability. The addition of the Colony Insurance excess coverage increases the City's limits of liability to \$5 million per occurrence and \$10 million aggregate on Workers' Compensation and \$10 million per occurrence and \$15 million aggregate on General Liability. The Colony program provides an excess layer of Liability coverage in addition to the Starr Liability policy. This increase the City's occurrence limits from \$5,000,000 to \$10,000,000 and the policy aggregate limits to \$15,000,000 on Excess General, Auto, and Law Enforcement Liability. It increases the City's occurrence limit on Public Officials Liability from \$5,000,000 to \$7,000,000 and the policy aggregate to \$9,000,000.

Budget & Financial Summary:

Funds are available in the FY15 budget in the Property/Casualty Fund and the Workers' Compensation Fund.

Attachments:

Broker's recommendation for Excess Workers' Compensation and Excess Liability (includes General Liability, Auto Liability, Law Enforcement Liability, Public Officials Liability, and Employee Benefits Liability)



MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.

5080 Spectrum Drive, Suite 900E, Addison, TX 75001 Tel (469) 232-2100 Fax (469) 232-2101

November 10, 2014

Ms. Retha Youell
Risk Manager
City of College Station
1101 Texas Ave.
College Station, TX 77840

Re: RFP 15-007, Excess Workers' Compensation & Excess Casualty Insurance Coverage

Retha,

Thank you for the opportunity to assist the City of College Station with RFP 15-007, Excess Workers' Compensation & Excess Casualty Insurance Coverage. The resulting carriers were evaluated as providing the best available coverage at the best premium pricing.

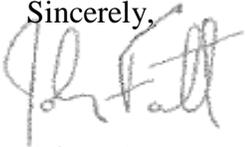
Although last year the Excess Liability and Workers' Compensation insurance market was undergoing significant changes, with large increases in both premium rates and Self-Insured retentions with reductions in limits of liability, the current market has settled and become more consistent. Rates are increasing on renewal, but without the drastic increases seen last year. The exodus of several carriers offering Excess coverages still impacts competition in this market. Through the RFP process last year, the City obtained the best available coverage and terms from two quality carriers (Safety National and Starr Indemnity). Although best available, the policies raised the City's Self-Insured Retention and lowered the Excess Liability limits. Safety National and Starr Indemnity have provided renewal quotes with slight increases in premium, but below the increases McGriff is seeing in the current market. Increases in the City's payroll have also determined renewal premium pricing.

In order to confirm the City is receiving the best available coverage in the Excess Liability market, McGriff has obtained a competitive quote from The Colony Insurance Company (AM Best rated "A XII") that has developed a new package Excess Liability and Workers' Compensation policy form specifically for Public Entities. The Colony program matches all current policy terms and conditions except the Self-Insured Retention on Police/Fire employee claims increases from \$500,000 to \$650,000. All other Workers' Compensation claims would maintain the \$500,000 retention. The Colony program would provide an excess layer of Liability coverage in addition to the Starr Liability policy. This program would increase the City's occurrence limits from \$5,000,000 to \$10,000,000 and increase the policy aggregate limits to \$15,000,000 on Excess General, Auto, and Law Enforcement Liability. It would increase the City's occurrence limit on Public Officials Liability from \$5,000,000 to \$7,000,000 and increase the policy aggregate to \$9,000,000. The total premium of the Colony program is \$99,664.50. The City historically carried a \$15,000,000 aggregate loss limit prior to last year's reduction in limits to \$5,000,000. As Law Enforcement and Public Officials liability present significant high loss exposure, purchasing higher limits if available and financially feasible is warranted to protect the City from catastrophic loss.

McGriff recommends the City purchase the Colony Insurance Company Excess Workers' Compensation and Liability policy for a total premium of \$99,664.50.

Thank you for the opportunity to work with the City of College Station. Please let us know if you have any questions regarding these renewals.

Sincerely,

A handwritten signature in black ink, appearing to read "Johnny Fontenot". The signature is written in a cursive, somewhat stylized font.

Johnny Fontenot, CPCU, ARM, AIC
Executive Vice President



Legislation Details (With Text)

File #:	14-828	Version:	1	Name:	Renewal of Semi-Annual Price Agreement for Type D HMAC
Type:	Renewal	Status:		Status:	Consent Agenda
File created:	11/3/2014	In control:		In control:	City Council Regular
On agenda:	11/24/2014	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding the second renewal of the 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 (\$64.00 per ton).				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Renewal Bid 14-021.pdf				

Date	Ver.	Action By	Action	Result
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Presentation , possible action, and discussion regarding the second renewal of the 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 (\$64.00 per ton).

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the renewal 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. The agreement 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. Any after hours, or emergency start up costs will be paid from this not to exceed amount. This will be the second renewal period for this price agreement.

This price agreement will support the maintenance operations in the Street Maintenance Division. HMAC Type D is the primary material used in the repair of asphalt pavement streets.

Reviewed and Approved by Legal: Yes

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

Attachments:

1. Second Renewal Letter for ITB 14-021

RENEWAL ACCEPTANCE

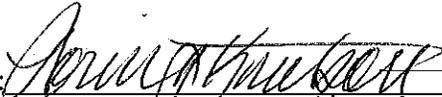
By signing herewith, I acknowledge and agree to renew Bid 14-021, Semi-Annual Price Agreement for Hot Mix Type D to be picked up by City crews, in accordance with all terms and conditions previously agreed to and accepted, for an amount not to exceed Nine Hundred Sixty Thousand and No/100 Dollars (\$960,000.00).

Line Item Pricing:

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 January 10, 2015 through July 9, 2015. This is the second renewal.

KNIFE RIVER CORPORATION SOUTH

By: 
Printed Name: LORING KNUTSON
Title: MATERIALS MANAGER - BRVAN DIVISION
Date: 10/29/14



Legislation Details (With Text)

File #:	14-829	Version:	1	Name:	Holleman Drive West and Jones-Butler Road 4-Way Stop
Type:	Ordinance	Status:		Status:	Consent Agenda
File created:	11/3/2014	In control:		In control:	City Council Regular
On agenda:	11/24/2014	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on an ordinance 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 Holleman Drive West and Jones-Butler Road.				
Sponsors:	Troy Rother				
Indexes:					
Code sections:					
Attachments:	Holleman @ Jones-Butler All-Way Stop.pdf 4-Way Stop Sign Ord - Holleman @ Jones-Butler.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on an ordinance 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 Holleman Drive West and Jones-Butler Road.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: To improve safety and mobility for automobiles, bicycles, and pedestrians in the area, an all-way stop is warranted at the intersection of Holleman Drive West and Jones-Butler Road. An all-way stop at this intersection would reduce driver confusion, reduce driver delay along Jones-Butler Road, and improve pedestrian and bicycle mobility within the area while having minimal effect on motor vehicle mobility along Holleman Drive West.

With the opening of the new segment of Penberthy Road between George Bush Drive and Luther Street West, the number of vehicles arriving at the intersection of Holleman Drive West and Jones-Butler Road along Jones-Butler Road has increased. Additionally, the automobile volume along Holleman Drive West has continued to increase making it more difficult for traffic to cross or turn onto Holleman Drive West from Jones-Butler Road. This situation has resulted in high levels of delay along Jones-Butler Road and increased the likelihood of crashes at the intersection, which an all-way stop intersection would mitigate.

Additionally, an all-way stop at this intersection would increase pedestrian and bicycle access to John Crompton Park on the east side of the intersection.

This ordinance allows for the implementation and enforcement of an all-way stop at this intersection to improve safety, pedestrian, and bicycle mobility.

Budget & Financial Summary: The installation of the stop signs and stop bars is covered in the traffic operations budget.

Attachments:

1. Ordinance
2. Project Location Map



All-way Stop Controlled Intersection

Holleman Drive West @ Jones-Butler Road



ORDINANCE NO. _____

AN ORDINANCE 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, AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That 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, 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) or more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its 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 2 “Traffic Control Devices”, C “Four-Way Stop Intersections”, Traffic Schedule II – “Four-Way Stop Intersections” is amended to include the following:

Holleman Drive West at Jones-Butler Road



Legislation Details (With Text)

File #: 14-830 **Version:** 1 **Name:** Parks Operations Equipment
Type: Contract **Status:** Consent Agenda
File created: 11/4/2014 **In control:** City Council Regular
On agenda: 11/24/2014 **Final action:**
Title: Presentation, possible action, and discussion regarding the approval for purchase of new grounds maintenance equipment for the Parks and Recreation Department in the amount of \$71,245.71.
Sponsors: Amy Atkins
Indexes:
Code sections:
Attachments: [Professional Turf Products quote.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the approval for purchase of new grounds maintenance equipment for the Parks and Recreation Department in the amount of \$71,245.71.

Relationship to Strategic Goals:

1. Core Services and Infrastructure
2. Neighborhood Integrity
3. Diverse Growing Economy

Recommendation(s): Staff recommends the approval of Purchase Requisition #28466.

Summary: In September, Council approved the following list of equipment through the budget process:

- Toro Workman MDX
- Toro Sports Field Edger
- Toro Reelmaster 5510

The purpose of the equipment is to further improve our tournament and league fields as demand continues to increase. Each piece of equipment will be a new addition to Parks Operations.

Budget & Financial Summary:

- Toro Workman MDX SLA \$10,339.05
- Toro Sports Field Edger SLA \$5,930.28
- Toro Reelmaster 5510 SLA \$54,976.38

Reviewed and Approved by Legal: N/A

Attachments:

- Professional Turf Products quote



Professional Turf Products, L.P.

5026 Service Center Drive
 San Antonio, Texas 78218
 Pat Brown
 (888) 776-8873 ext. 5434
 brownp@proturf.com



Count on it.

Ship To	City Of College Station - Parks & Rec.	Date	10/1/2014
Bill To	BUYBOARD (CONTRACT # 447-14)	Tax Rate	
Contact	Steve Richardson	Destination	2.00%
Address	15150 HWY	Trade-In	
City	College Station, TX	Finance	
State	TX	Account Type	Contract
Postal Code	77842	Current BuyBoard 447-14 Contract. Pricing valid through October 31, 2014 .	
Phone			
Fax			

hnl

Proposal

Qty	Model #	Description	Unit	Extended
1	07273	Toro Workman MDX	\$	9,854.78
1	07324	Canopy (includes all support hardware; installed w/ or w/out ROPS)	\$	446.19
1	30004	400 Hour Filter Maintenance Kit	\$	38.08
		Workman MDX	\$	10,339.05
1	08766	Sport Field Edger	\$	3,661.80
1	08781	Rear Remote Hydro	\$	1,911.48
1	Labor	Labor to install	\$	357.00
		SandPro accessories	\$	5,930.28
1	3607	Toro Reelmaster 5510 Tier-4 compliant w/factory installed ROPS	\$	41,758.77
5	03696	7" 8 Blade DPA (Radial) Cutting Unit	\$	12,527.90
1	30349	Universal Mount Sunshade	\$	515.45
1	30093	800 Hour MVP Kit Tier IV F 03687	\$	174.27
		RM5510 TIV	\$	54,976.38

SubTotal	\$	71,245.71
Destination Tax (Estimated)		Included
		Exempt
TOTAL	\$	71,245.71

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.
 For all New Equipment, Refurbished units may be available for up to 40% savings.

Terms & Conditions:

1. Orders are considered contractual. Order cancellations are subject to fees up to 10% of the original order value.

2. New equipment delivery time is estimated at six weeks from the time credit is approved & documents are executed.
3. Pricing, including finance options, valid for 30 days from time of quotation.
4. After 30 days all prices are subject to change without notice.
5. Used and Demo equipment is in high demand and availability is subject to change.
 - A. Upon firm customer commitment to purchase, said equipment availability will be determined and "locked".
 - B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
 - C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
6. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:

1. All returns are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.
4. Professional Turf Products will have sole discretion as to the resalable condition of the product.
5. This policy does not apply to items that are defective, or shipped incorrectly by PTP or one of its vendors.

Payment:

1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
 - A. PTP will work with third party financial institutions to secure leases when requested to do so.
 - B. When using third party financiers, documentation fees & advance payments may be required.
 - C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
 - D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default.

This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: _____

Date: _____



Legislation Details (With Text)

File #: 14-831 **Version:** 1 **Name:** Southwood and FM 2818 Signal Rehabilitation
Type: Contract **Status:** Consent Agenda
File created: 11/4/2014 **In control:** City Council Regular
On agenda: 11/24/2014 **Final action:**

Title: Presentation, possible action, and discussion regarding construction contract no. 15-002 with Allstate Signal and Construction, LLC, in the amount of \$262,384.86 for traffic signal rehabilitation and sidewalk improvements at the intersection of Southwood and FM 2818, Project No. ST-1414.

Sponsors: Donald Harmon

Indexes:

Code sections:

Attachments: [15-002 Bid Tabulation.pdf](#)
[Project Location Map - Southwood and FM 2818 Signal Rehabilitation.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding construction contract no. 15-002 with Allstate Signal and Construction, LLC, in the amount of \$262,384.86 for traffic signal rehabilitation and sidewalk improvements at the intersection of Southwood and FM 2818, Project No. ST-1414.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: Signal improvements at the intersection of Southwood and FM 2818 include the addition of pedestrian crossing signals, crosswalk striping, ADA ramps, signal poles, signal heads, and upgrading the signal cabinet. The project will improve the pedestrian crossing at the intersection of FM 2818 and Southwood so that pedestrians can safely access the hike and bike trail located along the north side of FM 2818.

Budget & Financial Summary: A total of \$300,000 is budgeted for this project. Funds in the amount of \$29,909 has been expended or committed to date leaving a balance of \$270,091 for construction and related expenditures.

Attachments:

1. Contract No. 15-002 (on file with the City Secretary)
2. Bid Tabulation ITB #15-002
3. Project Location Map



City of College Station - Purchasing Division
Bid Tabulation for #15-002
"Southwood Drive and FM 2818 Signal Rehabilitation"
Open Date: Friday, October 17, 2014 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Allstate Signal & Construction, LLC (Cypress, TX)		Bayer Construction Electrical Contractors, Inc. (Bryan, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
TRAFFIC SIGNAL CONSTRUCTION							
1	1	EA	Cost and installation of "P" style NEMA traffic cabinet w/ detector rack, including NEMA Loadswitches and EDI Conflict Monitor (MMU-16LEip)	\$10,500.00	\$10,500.00	\$15,000.00	\$15,000.00
2	1	EA	Cost and installation of Siemens 8-Phase Controller, Model M-52 w/ Fiber Ports	\$5,450.00	\$5,450.00	\$6,000.00	\$6,000.00
3	6	EA	Cost and installation of 3-Section, horizontal (Red-Yellow-Green Balls) polycarbonate black color w/ 12" LED signal heads, and Louvered Black Aluminum Backplate	\$350.00	\$2,100.00	\$600.00	\$3,600.00
4	2	EA	Cost and installation of 3-Section, vertical (Red-Yellow-Green Balls) polycarbonate black color w/ 12" LED signal heads, and Louvered Black Aluminum Backplate	\$400.00	\$800.00	\$600.00	\$1,200.00
5	4	EA	Cost and installation of 4-Section, horizontal (Red Arrow, Yellow Arrow Steady, Yellow Arrow Flashing, Green Arrow) polycarbonate black color w/ 12" LED signal heads and Louvered Black Aluminum Backplates.	\$465.00	\$1,860.00	\$800.00	\$3,200.00
6	6	EA	Cost and installation of Pelco Astro-Brac cable mount assembly - AS-0125-3-84-PNC.	\$150.00	\$900.00	\$165.00	\$990.00
7	4	EA	Cost and installation of Pelco Astro-Brac cable mount assembly - AS-0125-4-84-PNC.	\$150.00	\$600.00	\$165.00	\$660.00
8	2	EA	Cost and installation of 30-ft. long Streetscape signal pole for 48-ft long mast arm, bronze color, powdered finish over galvanized steel w/ flanged base.	\$6,000.00	\$12,000.00	\$5,000.00	\$10,000.00
9	1	EA	Cost and installation of 30-ft. long Streetscape signal pole for 32-ft long mast arm, bronze color, powdered finish over galvanized steel w/ flanged base.	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
10	1	EA	Cost and installation of 30-ft. long Streetscape signal pole for 28-ft long mast arm, bronze color, powdered finish over galvanized steel w/ flanged base.	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00
11	2	EA	Cost and installation of 48-ft. long Streetscape Mast Arm, bronze color, powdered finish over galvanized steel w/ flanged base, w/ dampers.	\$2,700.00	\$5,400.00	\$3,500.00	\$7,000.00
12	1	EA	Cost and installation of 32-ft. long Streetscape Mast Arm, bronze color, powdered finish over galvanized steel w/ flanged base.	\$2,410.00	\$2,410.00	\$3,000.00	\$3,000.00
13	1	EA	Cost and installation of 28-ft long Streetscape Mast Arm, bronze color, powdered finish over galvanized steel w/ flanged base.	\$1,850.00	\$1,850.00	\$3,000.00	\$3,000.00
14	4	EA	Cost and installation of ATB2 LED Luminaries, w/ 15-ft long Streetscape support arms, bronze color.	\$1,000.00	\$4,000.00	\$1,500.00	\$6,000.00
15	6	EA	Cost and installation of Ground Box w/ locking cover, Type D (See Specs.).	\$725.00	\$4,350.00	\$850.00	\$5,100.00
16	2	EA	Cost and installation of Ground Box w/ locking cover, Type B (See Specs.).	\$800.00	\$1,600.00	\$700.00	\$1,400.00
17	1	EA	Cost and installation of Stainless Steel Meter Pedestal Pole, 4-Terminal, 125-amp, Twin Link Connectors, for Direct Burial, including conduit to power source	\$5,650.00	\$5,650.00	\$1,500.00	\$1,500.00
18	1	EA	Cost of PEEK Model #PB2000-ITS Batter Backup System with Ethernet Port, w/ Cabinet and Foundation.	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
19	1	EA	Cost and installation of concrete signal controller foundation.	\$1,750.00	\$1,750.00	\$3,500.00	\$3,500.00
20	2	EA	Cost and installation of 36" diam. Signal pole foundation, 13' deep.	\$2,700.00	\$5,400.00	\$5,000.00	\$10,000.00
21	2	EA	Cost and installation of 30" diameter Signal Pole Foundation, 13' deep	\$2,300.00	\$4,600.00	\$4,000.00	\$8,000.00
22	1	EA	Cost and installation of 11-ft long Streetscape Pedestal Pole, Bronze Color, powdered finish over galvanized steel w/ flanged base.	\$1,000.00	\$1,000.00	\$1,700.00	\$1,700.00
23	1	EA	Cost and installation of 24" Diameter Pedestal Pole Foundation, 6' deep	\$800.00	\$800.00	\$1,500.00	\$1,500.00
24	4	EA	Cost and installation of Pedestrian Signal Heads, 16"x16" Countdown LED, Full Symbol Hand/Man.	\$499.00	\$1,996.00	\$700.00	\$2,800.00
25	4	EA	Cost and installation of Pedestrian Push Button Assembly w/ Bulldog 3 PED Button (Black) Including 9"x15" "Push Button to Cross Street" Educational Sign.	\$250.00	\$1,000.00	\$500.00	\$2,000.00



City of College Station - Purchasing Division
Bid Tabulation for #15-002
"Southwood Drive and FM 2818 Signal Rehabilitation"
Open Date: Friday, October 17, 2014 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Allstate Signal & Construction, LLC (Cypress, TX)		Bayer Construction Electrical Contractors, Inc. (Bryan, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
26	2	EA	Cost and Installation of Pedestrian Signal Mounting Bracket (One-Way)	\$150.00	\$300.00	\$165.00	\$330.00
27	1	EA	Cost and installation of Pedestrian Signal Mounting Bracket (Two-Way)	\$250.00	\$250.00	\$185.00	\$185.00
28	320	LF	Cost and installation of 2" Dia. Gray PVC Sched. 40 Conduit.	\$6.10	\$1,952.00	\$10.00	\$3,200.00
29	400	LF	Cost and installation of 3" Dia. Gray PVC Sched. 40 Conduit.	\$10.95	\$4,380.00	\$12.00	\$4,800.00
30	450	LF	Cost and installation of 4" Dia. Gray PVC Sched. 40 Conduit.	\$15.75	\$7,087.50	\$15.00	\$6,750.00
31	40	LF	Cost and installation of 4" PVC Conduit w/ 4-1" Innerducts. (For Future Fiber Optic Cable)	\$20.00	\$800.00	\$35.00	\$1,400.00
32	35	LF	Boring for two, 2-inch diameter conduits under Frontage Road.	\$16.75	\$586.25	\$25.00	\$875.00
33	185	LF	Boring for two conduits (one 3-inch diameter and one 4-inch diameter) under Southwood Drive.	\$20.00	\$3,700.00	\$50.00	\$9,250.00
34	95	LF	Boring for two, 4-inch diameter conduits under Harvey Mitchell Parkway.	\$22.00	\$2,090.00	\$45.00	\$4,275.00
35	900	LF	Cost and installation of 7/C #14 AWG stranded signal cable IMSA 19-1 or equivalent	\$2.10	\$1,890.00	\$3.50	\$3,150.00
36	1850	LF	Cost and installation of 5/C #14 AWG stranded signal cable IMSA 19-1 or equivalent	\$1.85	\$3,422.50	\$2.50	\$4,625.00
37	185	LF	Cost and installation of 3/C #4 power cable.	\$3.75	\$693.75	\$7.00	\$1,295.00
38	1320	LF	Cost and installation of THHN 3-1/C #10 luminaire cable	\$2.75	\$3,630.00	\$2.50	\$3,300.00
39	1000	LF	Cost and installation of Bare Electrical Conductor #6 Wire (Stranded) for Grounding	\$1.00	\$1,000.00	\$2.00	\$2,000.00
40	4	EA	Cost and installation of Radar Presence Detector (RPD), Wavetronix Smart Sensor Matrix w/ Smart Sensor Mount	\$4,650.00	\$18,600.00	\$3,750.00	\$15,000.00
41	2	EA	Cost and installation of Radar Advance Detection Device (RADD), Wavetronix Smart Sensor Advance w/ Smart Sensor Mount	\$4,750.00	\$9,500.00	\$3,750.00	\$7,500.00
42	6	EA	Cost and installation of Wavetronix Detector Rack Cards (2-14-Channel)	\$750.00	\$4,500.00	\$500.00	\$3,000.00
43	2	EA	Cost and installation of Wavetronix Sensor Cable Junction Box	\$280.00	\$560.00	\$500.00	\$1,000.00
44	2	EA	Cost and installation of Wavetronix Intersection Pre-assembled Backplate - AC	\$2,500.00	\$5,000.00	\$2,000.00	\$4,000.00
45	1,140	LF	Cost and installation of Orion Wire Combo 2207-2002 PVCGY Wavetronix Smart Sensor 6-Conductor Cable for RADD and RPD Detectors	\$3.00	\$3,420.00	\$3.00	\$3,420.00
46	2	EA	Cost and installation of Priority Control System Detector (GTT Opticom Model 721)	\$1,050.00	\$2,100.00	\$850.00	\$1,700.00
47	1	EA	Cost and installation of Opticom Model 764 Multimode Phase Selector	\$3,750.00	\$3,750.00	\$3,500.00	\$3,500.00
48	1	EA	Cost and installation of Opticom Infrared System Model 760 Card Rack	\$260.00	\$260.00	\$300.00	\$300.00
49	425	LF	Cost and installation of Model 138 Detector Cable (for GTT Opticom Model 721)	\$2.50	\$1,062.50	\$2.00	\$850.00
50	4	EA	Cost and installation of Confirmation Lights, w/ Power Cable	\$300.00	\$1,200.00	\$350.00	\$1,400.00
51	4	EA	Cost and installation of High Intensity Street Name Sign on Signal Mast Arm (Including Mounting Hardware)	\$2,950.00	\$11,800.00	\$750.00	\$3,000.00
52	4	EA	Cost and installation of "Left Turn Yield on Flashing Yellow Arrow" sign (36" x 42") on Signal Mast Arm.	\$150.00	\$600.00	\$500.00	\$2,000.00
53	1	LS	Remove and dispose of existing signal poles, mast arms, luminaires luminaire mast arms, signal heads, controller cabinet, ground boxes controller foundation, pole foundations, and wire, cap conducts, and fill resulting holes with topsoil	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00
54	1	LS	Cost of Miscellaneous Construction Materials (Not to exceed \$2,000)	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
TRAFFIC SIGNAL CONSTRUCTION - SUBTOTAL				\$193,150.50		\$212,255.00	

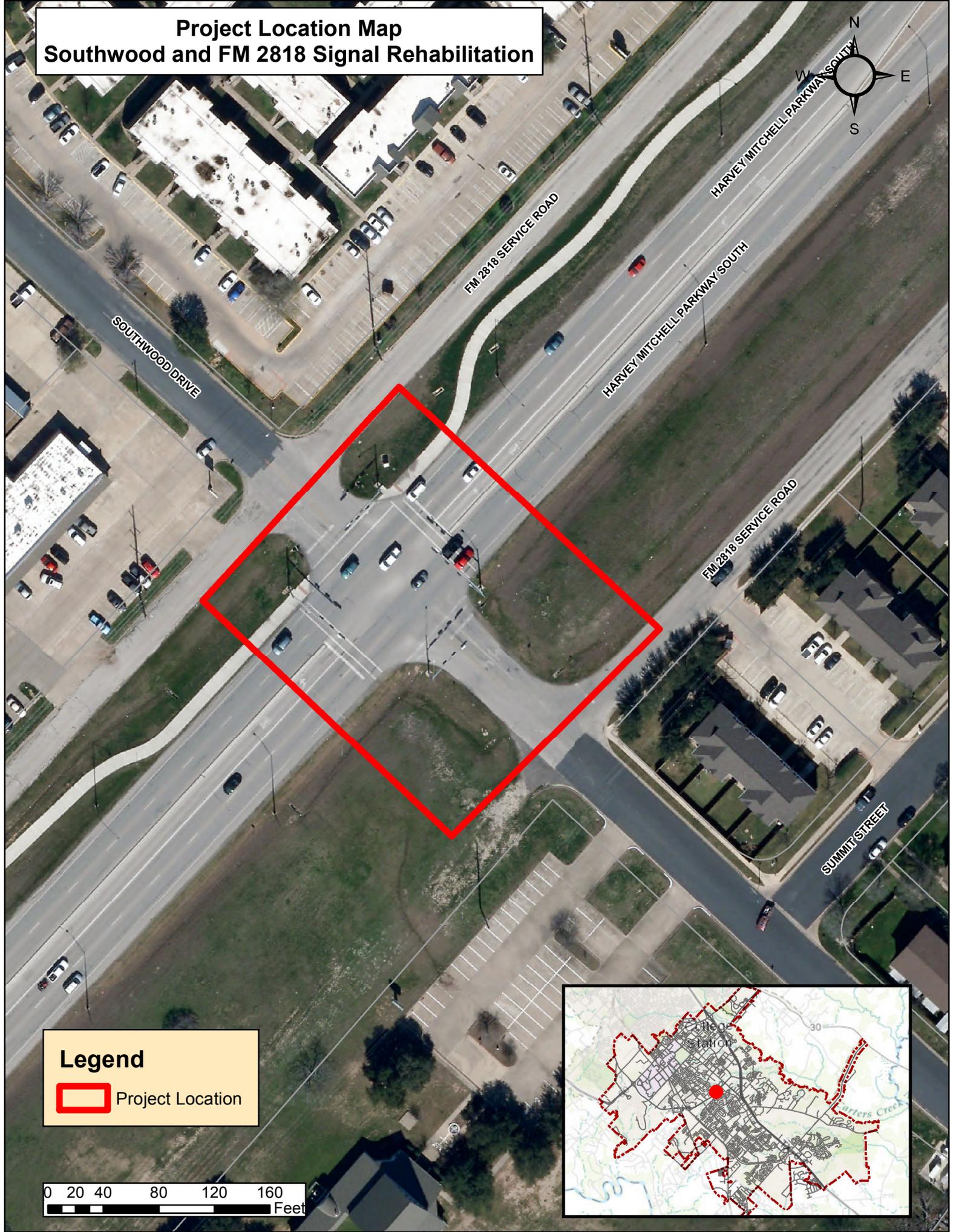


City of College Station - Purchasing Division
Bid Tabulation for #15-002
"Southwood Drive and FM 2818 Signal Rehabilitation"
Open Date: Friday, October 17, 2014 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Allstate Signal & Construction, LLC (Cypress, TX)		Bayer Construction Electrical Contractors, Inc. (Bryan, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
SIDEWALK CONSTRUCTION							
1	1	LS	Mobilization (Includes construction staking)	\$10,500.00	\$10,500.00	\$33,000.00	\$33,000.00
2	1	LS	Traffic Control Plan	\$7,500.00	\$7,500.00	\$6,900.00	\$6,900.00
3	350	SF	Removal and Disposal of Existing Concrete	\$5.63	\$1,970.50	\$6.00	\$2,100.00
4	1	LS	Removal of Existing Striping (575 linear feet of 12" Crosswalk Striping Removal) (40 linear feet of 24" Stop Line Removal)	\$1,690.00	\$1,690.00	\$1,700.00	\$1,700.00
5	320	LF	Application of 12" Wide, White, Thermoplastic Crosswalk Striping	\$12.65	\$4,048.00	\$13.00	\$4,160.00
6	40	LF	Application of 24" Wide, White, Thermoplastic Stop Line	\$17.83	\$713.20	\$18.00	\$720.00
7	1	LS	Earthwork	\$6,200.00	\$6,200.00	\$4,200.00	\$4,200.00
8	484	SF	4" Concrete Sidewalk	\$10.99	\$5,319.16	\$10.00	\$4,840.00
9	3	EA	5' Curb Ramp	\$2,076.00	\$6,228.00	\$2,075.00	\$6,225.00
10	1	EA	Transition Curb Ramp	\$2,847.00	\$2,847.00	\$2,850.00	\$2,850.00
11	45	LF	6" Concrete Curb and Gutter	\$20.70	\$931.50	\$21.00	\$945.00
12	6	LF	18" RCP, ASTM C-76 CL III	\$167.00	\$1,002.00	\$167.00	\$1,002.00
13	5	LF	24" RCP, ASTM C-76 CL III	\$207.00	\$1,035.00	\$207.00	\$1,035.00
14	2	EA	18" 4:1 S.E.T.	\$3,220.00	\$6,440.00	\$3,220.00	\$6,440.00
15	1	EA	24" 4:1 S.E.T.	\$5,060.00	\$5,060.00	\$5,060.00	\$5,060.00
16	1	LS	Erosion Control Plan	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00
17	1	LS	Furnishing and Placement of Topsoil (4")	\$2,450.00	\$2,450.00	\$1,288.00	\$1,288.00
18	1	LS	Grass Seeding (includes watering)	\$1,800.00	\$1,800.00	\$1,500.00	\$1,500.00
SIDEWALK CONSTRUCTION - SUBTOTAL				\$69,234.36		\$85,465.00	
TOTAL BID AMOUNT				\$262,384.86		\$297,720.00	

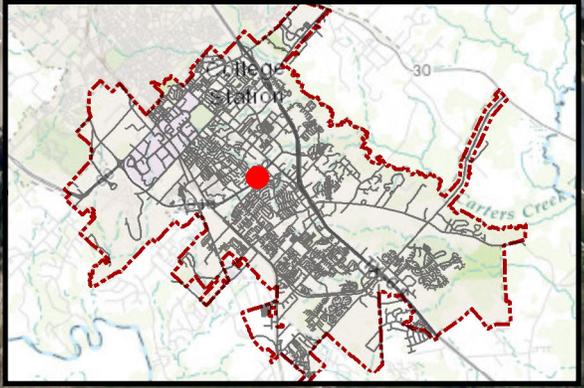
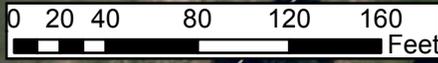
Project Location Map

Southwood and FM 2818 Signal Rehabilitation



Legend

 Project Location





Legislation Details (With Text)

File #:	14-832	Version:	1	Name:	Bee Creek and Thomas Parks Playground Improvements
Type:	Contract	Status:			Consent Agenda
File created:	11/4/2014	In control:			City Council Regular
On agenda:	11/24/2014	Final action:			
Title:	Presentation, possible action, and discussion on a construction contract with Dudley Construction, in the amount of \$99,403.83 for playground replacement at the Bee Creek and Thomas Parks, Project Number PK14-03 and PK 14-04.				
Sponsors:	Amy Atkins				
Indexes:					
Code sections:					
Attachments:	Tabulation Dudley Const .pdf BC Cave and Double Arch drawing-Model.pdf Thomas swing set plan-Model.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a construction contract with Dudley Construction, in the amount of \$99,403.83 for playground replacement at the Bee Creek and Thomas Parks, Project Number PK14-03 and PK 14-04.

Staff recommends approval and award of the construction contract with Dudley Construction for playground replacement in the amount of \$99,403.83. Project completion estimated to take ninety (90) construction days.

Summary: The proposed construction project includes removal of two (2) swings, installation of new play equipment, concrete slab, drain line and shredded bonded rubber surfacing at Bee Creek Park. Removal of old swing, installation of new swing with concrete slab, drain line and shredded bonded rubber surfacing at Thomas Park.

Budget & Financial Summary: One (1) sealed, competitive bids was received and opened on October 17, 2014. The bid summary is attached. Funds are available from parkland dedication funds Zone B (Bee Creek) and Zone C (Thomas).

Reviewed and Approved by Legal: Yes

Attachments:

1. Bid Tab Number #15-004
2. Construction Contract with Dudley Construction (on file in the City Secretary's Office)
3. Site maps

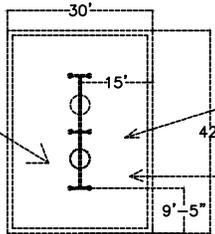


City of College Station - Purchasing Division
Bid Tabulation for #15-004
"Bee Creek and Thomas Park
Swing Improvements"
Open Date: Friday, October 17, 2014 @ 2:00 p.m.

				Dudley Construction, LTD	
Item	Description	Unit	Quantity	Unit Cost	Total Cost
Bee Creek Park					
1	Removal and haul off of existing belt swing. Located in future Double Arch Swing location	Each	1	\$216.82	\$216.82
2	Game time number 5057 Double Arch Swing or equal	Each	1	\$15,574.67	\$15,574.67
3	Four inch thick concrete Slab inside 42x30 concrete curb	Cubic Yards	16	\$495.44	\$7,927.04
4	GT Impax Bonded Rubber, 3 inches thick. Color: Harvest	Cubic Yards	11	\$1,329.63	\$14,625.93
5	Three inch slotted pipe with sock or weed cloth	Linear Foot	45	\$13.80	\$621.00
6	Three inch solid NDS PVC pipe	Linear Foot	150	\$11.70	\$1,755.00
7	Removal and Haul off of existing Tot Swing in location of future Climb and Discover Cave	Each	1	\$216.82	\$216.82
8	GameTime number 5052 Climb and Discover Cave or equal	Each	1	\$6,263.48	\$6,263.48
9	Four inch think concrete slab inside 28x30 concrete curbing	Cubic Yards	9	\$589.87	\$5,308.83
10	GT Impax Bonded Rubber. Color- Harvest	Cubic Yards	7	\$1,389.71	\$9,727.97
11	Three inch slotted pipe with sock or weed cloth	Linear Foot	30	\$15.27	\$458.10
12	Three inch solid NDS pipe	Linear Foot	125	\$9.30	\$1,162.50
13	Restore disturbed grass areas surrounding proposed site	Lump Sum	1	\$346.23	\$346.23
Total - Bee Creek Park				\$64,204.39	
Thomas Park					
1	Removal and haul off of existing swing set	Each	1	\$216.82	\$216.82
2	Four inch thick concrete slab inside 46'-6" x 32'-6" existing curbing	Cubic Yards	17	\$548.62	\$9,326.54
3	GameTime Prime Swing number 12583 and 12584 Add-A-Bay with standard package or equal	Each	1	\$6,290.90	\$6,290.90
4	GT Impax Bonded Rubber, 3" thick. Color: Harvest	Cubic Yards	13	\$1,340.63	\$17,428.19
5	Three inch slotted NDS pipe with sock or weed cloth	Linear Foot	43	\$12.32	\$529.76
6	Three inch solid NDS PVC pipe	Linear Foot	100	\$10.61	\$1,061.00
7	Restore disturbed grass areas surrounding proposed site	Lump Sum	1	\$346.23	\$346.23
Total - Thomas Park				\$35,199.44	
Total Bid				\$99,403.83	
Bid Certification				Y	
Bid Bond				Y	

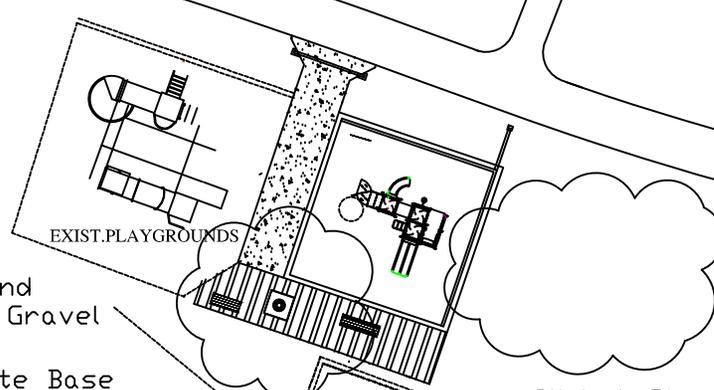
EXISTING
PICNIC
UNIT

Double Arch Swing
Centered
In Existing
Concrete
Curb



Remove and
Haul off Gravel

Add Concrete Base
and Rubber
Cushion Re: Detail

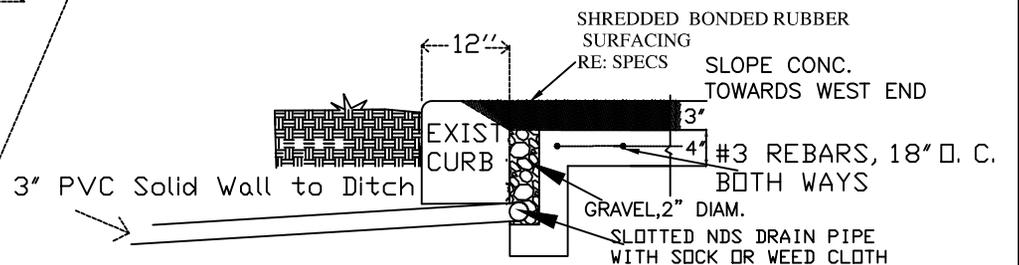


Climb & Discover
Cave
Centered in Existing
Concrete curb

Install 3" drain line (approx. 275')
slope towards creek bank
min. of 1% slope

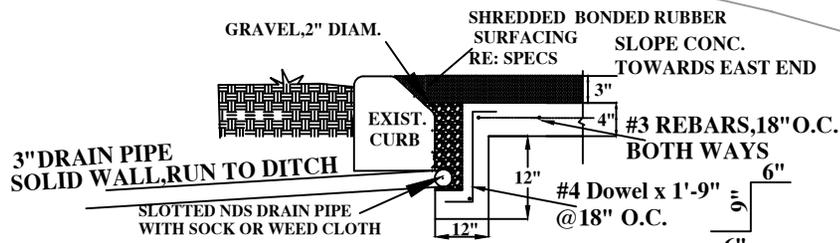
* ALL
DISTURBED
AREAS ARE
TO BE
RESTORED
TO PRIOR
CONSTRUCTION
CONDITIONS

cut 30 degree
off end of pipe



PLAYGROUND SURFACE/MOW STRIP

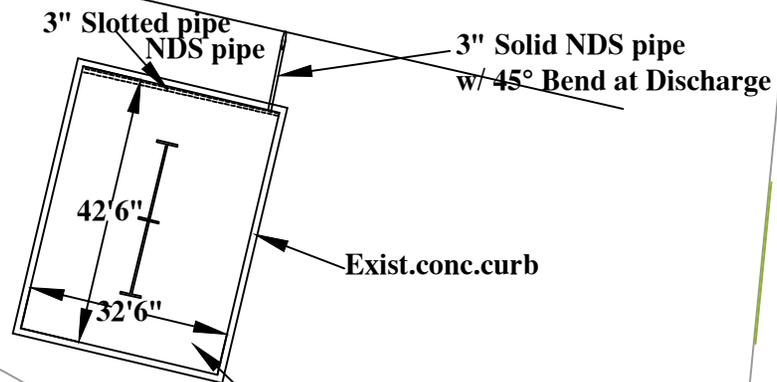




PLAYGROUND SURFACE/MOW STRIP

*** ALL DISTURBED AREAS ARE TO BE RESTORED BACK TO PRE CONSTRUCTION CONDITIONS.**

Existing Drainage Ditch



Install 4" thick conc. slab and install shredded bonded rubber, 3" thick

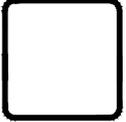
KYLE AVE.

PURYEAR DR.



CITY OF COLLEGE STATION
 PARKS AND RECREATION DEPARTMENT
 POST OFFICE BOX 9860
 COLLEGE STATION, TX 77842
 WWW.CSSTA.GOV

**SWING SET
 THOMAS PARK**



DATE: MAY 2014
 PARK PLANNER
 Peter Vanecek
 (979) 764-3413
 REVISIONS:

SHEET:



Legislation Details (With Text)

File #:	14-834	Version:	1	Name:	Ambulance Billing Renewal
Type:	Renewal	Status:		Status:	Consent Agenda
File created:	11/7/2014	In control:		In control:	City Council Regular
On agenda:	11/24/2014	Final action:		Final action:	
Title:	Presentation, possible action, and possible action to approve renewal of the General Services Agreement for Services with Emergicon to provide ambulance billing, accounts receivable and delinquent account collection services in an amount not to exceed \$120,000. This is the second renewal of four possible renewals.				
Sponsors:	Jeff Kersten				
Indexes:					
Code sections:					
Attachments:	Contract 13-048 Signed Emergicon - Ambulance Billing.pdf				

Presentation, possible action, and possible action to approve renewal of the General Services Agreement for Services with Emergicon to provide ambulance billing, accounts receivable and delinquent account collection services in an amount not to exceed \$120,000. This is the second renewal of four possible renewals.

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

Recommendation(s): Staff recommends the approval of the Renewal of the General Service Agreement between the City of College Station and Emergicon.

Summary: Ambulance billing is unique in that it requires specialized knowledge, training, and software in order to code the transports for billing, and it requires a tremendous amount of follow-up work with Medicare, Medicaid, and private insurance companies after bills are sent. Dealing with patient confidential information necessitates specialized training in federal HIPPA and Privacy Act legislation compliance.

In November 2012, staff solicited proposals for ambulance billing, account receivable and delinquent account collection services. A total of 10 responses were received. A review committee made up of staff personnel from Fire, IT and Accounting was formed and after reviewing all proposals Emergicon was the topped ranked firm.

This Agreement for Services provides ambulance billing, accounts receivable and collection services for the City's EMS operation. In FY2014 Emergicon collected \$1.5 million net of fees for the City. This renewal is for the period of January 14, 2015 through January 13, 2016. The renewal on January 9, 2014 amended the contract to require Emergicon to provide the City a Statement on Standards for Attestation Engagements (SSAE) report which provides an Auditors opinion as to whether Emergicon

has adequate controls and safeguards in place to protect City funds they collect on the City's behalf.

Budget & Financial Summary: Funds are available in the General Fund, Fiscal Services, Accounting Division. The fee that will be charged for all new bills is 5% of the amount collected and 16% of any delinquent accounts collected.

Reviewed and Approved by Legal: Yes

Attachments:

Renewal of the General Services Agreement between the City of College Station and Emergicon.



October 8, 2014

ATTN:
Christopher Turner
Emergicon, LLC
8176 Barbaree Blvd.
Dallas, TX 75228

RE: Renewal #2 – RFP 13-012, Contract 13-045
Automated Ambulance Billing, Accounts Receivable and Delinquent Account Collection Services

Dear Mr. Turner,

The City of College Station appreciates the services provided by Emergicon, LLC this past year. We would like to exercise our option to renew the above referenced agreement for the term of January 14, 2015 through January 13, 2016.

If this meets with your company's approval, please complete the attached contract renewal agreement and return it via e-mail to hpavelka@cstx.gov or via fax (979-764-3899) ***Please follow up by mailing 3 original signed copies, no later than October 24, 2014, 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 RFP 13-012, Contract 13-045 for Automated Ambulance Billing, Accounts Receivable and Delinquent Account Collection Services, in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed One Hundred Twenty Thousand and 00/100 Dollars (\$120,000.00).

I understand this renewal term will be for the period beginning January 14, 2015 through January 13, 2016. This is the second of four possible renewals.

Emergicon, LLC

By: 
Printed Name: CHRISTOPHER TURNER
Title: CEO
Date: 9 Oct 2014

City of College Station

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Asst. City Manager/ CFO
Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/9/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Lipscomb Insurance Group, Inc. 750 N. St. Paul, Suite 1400 Dallas TX 75201	CONTACT NAME: Stephanie Pascoe PHONE (A/C No. Ext): (214) 420-5200 FAX (A/C No.): (214) 420-5250 E-MAIL ADDRESS: spascoe@lipscombcathey.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A</td> <td>Hanover Lloyds Insurance</td> <td>41602</td> </tr> <tr> <td>INSURER B</td> <td>Harford Fire Insurance Co.</td> <td>19682</td> </tr> <tr> <td>INSURER C</td> <td>Lloyds of London</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	Hanover Lloyds Insurance	41602	INSURER B	Harford Fire Insurance Co.	19682	INSURER C	Lloyds of London		INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
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INSURER B	Harford Fire Insurance Co.	19682																			
INSURER C	Lloyds of London																				
INSURER D:																					
INSURER E:																					
INSURER F:																					

COVERAGES **CERTIFICATE NUMBER:** Revised Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY			OLD9123485	6/21/2014	6/21/2015	EACH OCCURRENCE \$ 1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000			
	<input checked="" type="checkbox"/> Hired/Non-Owned Auto Lia						PERSONAL & ADV INJURY \$ 1,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:									GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC									PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$			
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$			
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$			
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$			
	UMBRELLA LIAB						EACH OCCURRENCE \$			
	EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$			
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE								
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			46WBCZT4491	2/1/2014	2/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000			
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000			
C	Errors & Omissions			MEO101152714	10/25/2014	10/25/2015	Each Wrongful Act 1,000,000			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
General Liability includes blanket additional insured via form 391-1006 (06/09). Waiver of Subrogation added in favor of the certificate holder as respects to the General Liability and Workers' Compensation per written contract between the named insured and certificate holder.

CERTIFICATE HOLDER City of College Station Purchasing Division P. O. Box 9960 College Station, TX 77842	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE C Lipscomb/CANTU



Legislation Details (With Text)

File #: 14-835 **Version:** 2 **Name:** Water Sale Contract Anadarko
Type: Contract **Status:** Consent Agenda
File created: 11/7/2014 **In control:** City Council Regular
On agenda: 11/24/2014 **Final action:**
Title: Presentation, possible action, and discussion regarding a contract for Anadarko E&P Onshore LLC to purchase pond water from the City's wellfield property called Hanson South.
Sponsors: David Coleman
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding a contract for Anadarko E&P Onshore LLC to purchase pond water from the City's wellfield property called Hanson South.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation: Staff recommends approval of this contract.

Summary: This contract will allow Anadarko E&P Onshore to pump water from the existing ponds on the Hanson South property for hydraulic fracturing of oil wells in the area. Anadarko will bear all costs for the required equipment and pipelines, and will pay the City 20 cents/barrel, which is the industry standard rate for water of this type. We expect this contract will result in at least \$80,000 of revenue for the Water Fund. The contract will be valid for 2 years, with optional renewals. Anadarko must use an above-ground pipeline to move the water, trucking is prohibited. This water is not potable, and cannot be used in the City's drinking water system. Prudent safety and environmental protection provisions are included in the contract.

Budget & Financial Summary: No cost to the City.

Reviewed and Approved by Legal: Yes

Attachments:

Contract (on file with City Secretary)



Legislation Details (With Text)

File #:	14-858	Version:	1	Name:	Texas Avenue Access Road Parking Removal
Type:	Ordinance	Status:		Status:	Consent Agenda
File created:	11/17/2014	In control:		In control:	City Council Regular
On agenda:	11/24/2014	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", to remove parking along the access road for Texas Avenue south of Walton Drive.				
Sponsors:	Troy Rother				
Indexes:					
Code sections:					
Attachments:	Texas Avenue access road.pdf Park Removal Ordinance SH B6-R Access Road 11-10-14.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", to remove parking along the access road for Texas Avenue south of Walton Drive.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: In October of 2014, citizens contacted the Fire Department and asked the City to determine if on-street parking is limiting emergency vehicle access along the access road for Texas Avenue south of Walton Drive. The Fire Department evaluated their ability to maneuver along the access road in October of 2014. Because of an inability to maneuver emergency vehicles along the access road due to on-street parking, the Fire Department requested the removal of parking on both sides of the street.

The Traffic Management Team evaluated the Fire Department's request and recommends removing parking on both sides of the street.

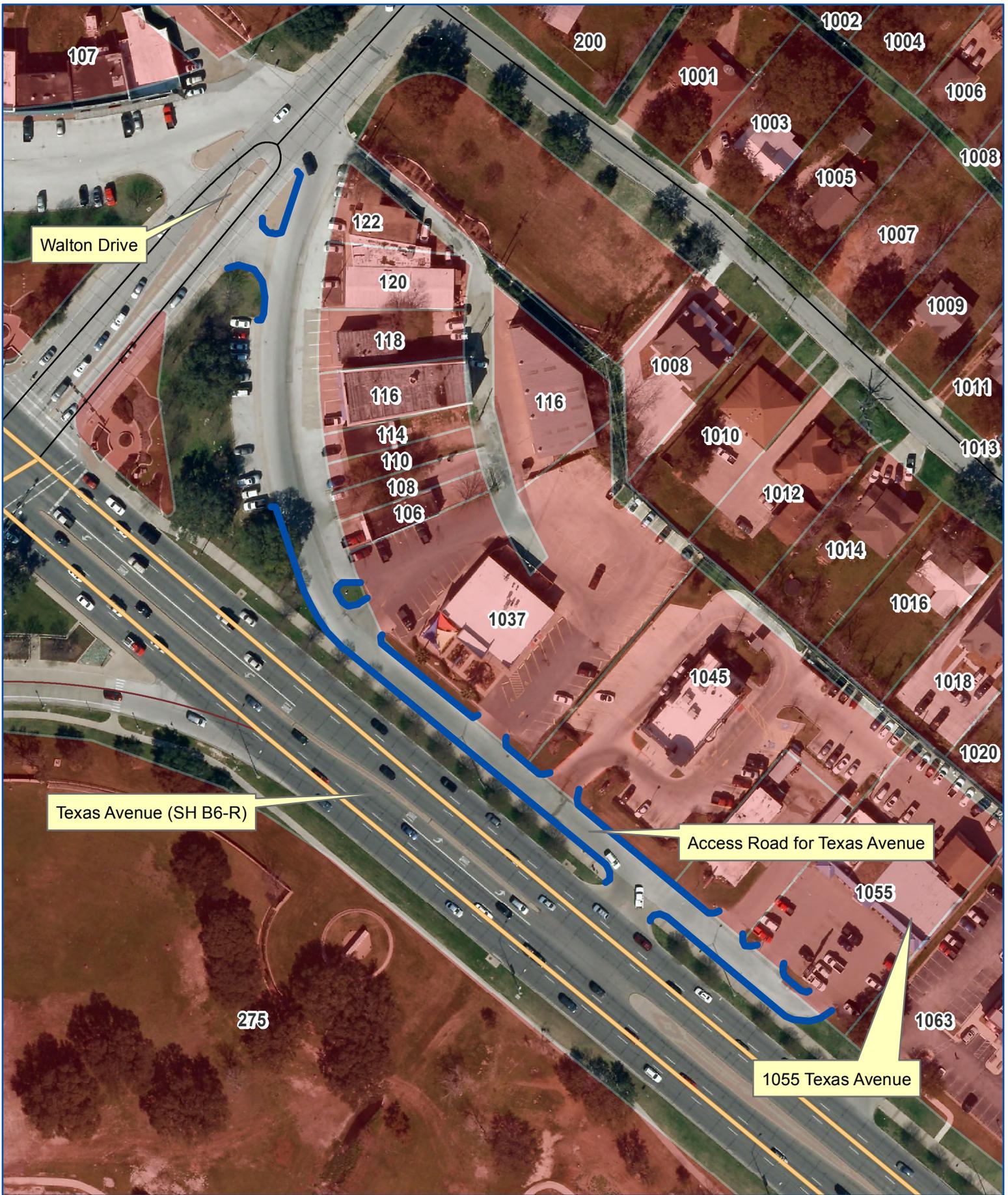
The Fire Department, Police Department, and Traffic Engineering Department continue to receive calls concerning limited access along the access road due to on-street parking. Due to the pressing need for emergency vehicle access along the access road, the City has not had a public meeting to discuss this ordinance.

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 Along
Access Road for Texas Avenue (SH B6-R)

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:

State Highway Business 6-R Access Road. No parking on the both sides of State Highway Business 6-R Access Road for Texas Avenue from Walton Drive through the Access Road termination at 1055 Texas Avenue, unless parking is permitted in a designated parking space.



Legislation Details (With Text)

File #: 14-836 **Version:** 3 **Name:** Stripes PDD Rezoning
Type: Rezoning **Status:** Agenda Ready
File created: 11/10/2014 **In control:** City Council Regular
On agenda: 11/24/2014 **Final action:**

Title: Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from PDD Planned Development District to PDD Planned Development District to amend the concept plan layout and uses for approximately 1.498 acres for the property being all that certain tract or parcel of land situated in the Robert Stevenson survey, Abstract No. 54, City of College Station, Brazos County, Texas, same being all that called 1.498 acre tract conveyed to Discount Fuels, LLC., by Mark Carrol Lenz and Mary Jane Lenz, by deeds recorded in Volume 9853, Page 11 and Volume 9853, Page 17 of the Official Public Records of Brazos County, Texas, located at 13601 FM 2154 (Wellborn Road), and more generally located south of the intersection of State Highway 40 (William D. Fitch Parkway) and F.M. 2154 (Wellborn Road).

Sponsors: Jennifer Prochazka

Indexes:

Code sections:

Attachments: [Background](#)
[Small Area Map & Aerial Ordinance.pdf](#)

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from PDD Planned Development District to PDD Planned Development District to amend the concept plan layout and uses for approximately 1.498 acres for the property being all that certain tract or parcel of land situated in the Robert Stevenson survey, Abstract No. 54, City of College Station, Brazos County, Texas, same being all that called 1.498 acre tract conveyed to Discount Fuels, LLC., by Mark Carrol Lenz and Mary Jane Lenz, by deeds recorded in Volume 9853, Page 11 and Volume 9853, Page 17 of the Official Public Records of Brazos County, Texas, located at 13601 FM 2154 (Wellborn Road), and more generally located south of the intersection of State Highway 40 (William D. Fitch Parkway) and F.M. 2154 (Wellborn Road).

Relationship to Strategic Goals: (Select all that apply)

- Diverse Growing Economy
- Neighborhood Integrity

Recommendation: The Planning and Zoning Commission considered this item at their November 6, 2014 meeting and unanimously recommended approval of the amendment.

Summary: This request is to amend the concept plan layout and uses permitted through the PDD Planned Development District zoning. The PDD zoning for this property was approved by City Council in April 2010. The property remains undeveloped and ownership has changed. The proposed PDD amendment revises the Concept Plan to reconfigure the primary building and fueling canopy locations and remove a secondary structure.

The Unified Development Ordinance provides the following review criteria for zoning map amendments:

REZONING REVIEW CRITERIA

- 1. Consistency with the Comprehensive Plan:** The proposed PDD is for a fueling station with associated canopy and convenience store. Fueling stations are generally more appropriate in areas planned for General Commercial land uses, however, the existing PDD zoning on the property already allows for the fueling station use.

The Comprehensive Plan designates the subject property as General Suburban on the Comprehensive Plan, a designation intended primarily for single-family uses. However, it is also located within Growth Area IV. Recognizing the area's position between two major roadways, Growth Area IV includes opportunities for suburban/neighborhood commercial and offices uses. In an area planned for General Suburban, a small amount of neighborhood conveniences and offices are appropriate.

The Comprehensive Plan promotes neighborhood integrity through the transition of land uses around the fringes of established neighborhoods. The City's Suburban Commercial land use designation and subsequent zoning district were established to allow commercial land uses while protecting existing single-family areas. The SC Suburban Commercial zoning district was adopted in 2012 and allows uses similar to General Commercial but does not permit fueling stations.

The Comprehensive Plan describes Suburban Commercial as areas "...for concentrations of commercial activities that cater primarily to nearby residents versus the larger community or region. These areas tend to be small in size and located adjacent to major roads."

The Comprehensive Plan describes General Commercial as areas "...for concentrations of commercial activities that cater to both nearby residents and to the larger community or region. These areas tend to be large in size and located near the intersection of two regionally significant roads."

- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The property to the immediate south is zoned for and developed as a single-family subdivision. While gas stations are generally more appropriate in areas planned for General Commercial land uses, the existing PDD zoning on the property allows for the fueling station use. The existing PDD Concept Plan includes a building orientation that helps buffer the single-family development to the south from the ambient light and noise generally associated with a fueling station use.
- 3. Suitability of the property affected by the amendment for uses permitted by the district that**

would be made applicable by the proposed amendment: The proposed PDD Concept Plan includes a fueling station/canopy and associated convenience store and restaurant. The property is suitable for the use and site layout.

- 4. Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The existing approved PDD Concept Plan includes a fueling station/canopy and associated convenience store and restaurant, as well as a proposed bank building in a 'neighborhood center.' The property is suitable for the use and site layout approved with the current PDD zoning.
- 5. Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The subject property is marketable with its current zoning.
- 6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** There is an existing 12-inch water main available to serve the property. There is also an existing 8-inch sanitary sewer main located on the eastern corner of the property. Drainage is generally to the northwest within the Lick Creek Drainage Basin. All utilities shall be designed in accordance with the B/CS Unified Design Guidelines at the time of Platting and Site Development. The property is proposing taking access from FM 2154 and William D. Fitch Parkway. TxDOT has previously indicated its willingness to approve of the proposed driveway locations.

REVIEW OF CONCEPT PLAN

The Concept Plan provides an illustration of the general layout of the proposed building and parking areas as well as other site related features. In proposing a PDD, an applicant may also request variations to the general platting and site development standards provided that those variations are outweighed by demonstrated community benefits of the proposed development. The Unified Development Ordinance provides the following review criteria as the basis for reviewing PDD Concept Plans:

1. The proposal will constitute an environment of sustained stability and will be in harmony with the character of the surrounding area;
2. The proposal is in conformity with the policies, goals, and objectives of the Comprehensive Plan, and any subsequently adopted Plans, and will be consistent with the intent and purpose of this Section;
3. The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development;
4. Every dwelling unit need not front on a public street but shall have access to a public street directly or via a court, walkway, public area, or area owned by a homeowners association;
5. The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities;
6. The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity; and
7. The development will not adversely affect the safety and convenience of vehicular, bicycle, or pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by

the proposed use and other uses reasonably anticipated in the area considering existing zoning and land uses in the area.

General: The proposed Concept Plan includes a primary structure intended for fuel sales / convenience store and a fuel canopy on the property. The intent of the changes to the PDD zoning is to change the site layout. The proposed PDD Concept Plan changes the orientation of both the primary structure and the fueling canopy and removes a secondary structure from the currently approved PDD Concept Plan.

Permitted Uses:

- Fuel Services - Maximum six (6) fuel dispensers
- Restaurant
- Retail Sales & Services

Modifications Requested: CG General Commercial is proposed as the base zoning district with the following modifications. All other standards not expressly requested and approved will meet CG General Commercial standards:

The applicant is requesting a variance to Section 7.1.H.2, Height- Single Family Protection, which requires a height limitation ratio of 2:1 when commercial property abuts single family. This means that the building must be twice the distance from the property line as its height.

Additional Standards: The following are additional development standards proposed by the applicant:

- Eight (8) foot buffer wall against single-family properties
- Building will have pitched roofs
- Maximum 24-foot building height
- Maximum ten (10) foot tall monument sign
- Gated pedestrian connectivity to adjacent single-family development
- Existing mature trees along southern property line will remain and will be protected during construction.
- LED building and site lighting.
- Site lighting will not exceed twenty (20) feet in height.
- Dumpster sited away from single-family development.

Required Site Specific Standards:

- Right-in, right-out driveways only with decel lanes

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Aerial & Small Area Map
3. Ordinance

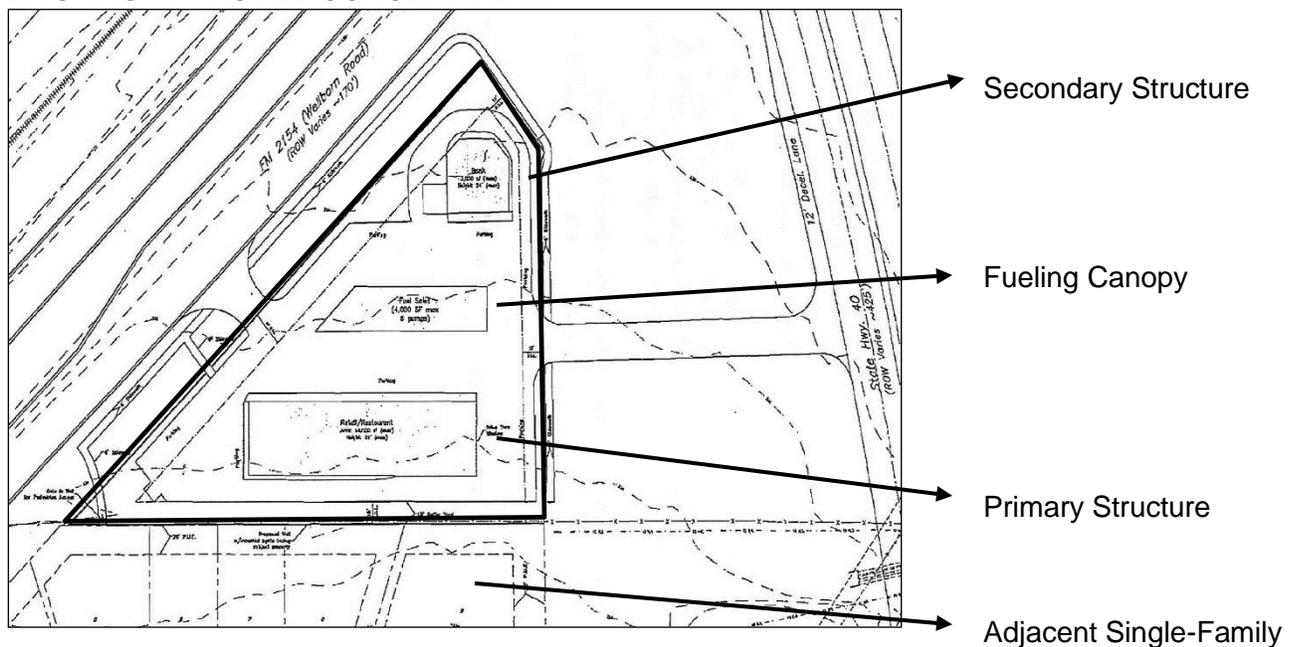
BACKGROUND

In September 2009, the Planning and Zoning Commission and City Council considered a PDD zoning on the subject property for a commercial bank and fueling station. At that time, the Planning & Zoning Commission unanimously recommended denial and the City Council ultimately denied the rezoning request because it was inconsistent with the City's Comprehensive Plan and provided insufficient buffering/mitigation to the adjacent single-family neighborhood. Following that decision, the City received a request to have the rezoning re-heard within 180 days of the initial decision. The Planning & Zoning Commission denied that request. In 2010, the property owner again requested a PDD rezoning that included mitigation. The Planning and Zoning Commission again unanimously recommended denial because of inconsistencies with the Comprehensive Plan, but the PDD zoning was granted in a split vote by the City Council in April 2010.

The current PDD zoning allows for the following uses: Fuel Services (maximum six dispensers), Bank with drive-thru, Restaurant with drive-thru, and Retail Sales and Services. The PDD requires two buildings, noise mitigation for drive-thrus, an eight (8) foot buffer wall, pitched roofs, and right-in/right-out only driveways. The PDD allows for a reduced single-family height protection with a maximum 24-foot height on the basis that the building would help buffer the adjacent neighborhood from the fuel canopy. At the time the PDD zoning was approved, the City had not yet developed its Suburban Commercial zoning district and so the GC General Commercial district was used as the base zoning for the PDD request. The City adopted its SC Suburban Commercial zoning district in 2012.

The following Concept Plan is currently approved as a part of the PDD zoning and includes a primary structure oriented as to buffer the adjacent single-family development from the fuel canopy and its associated light and noise. It also includes a second smaller structure at the north end of the property to help create a 'neighborhood center' instead of a convenience use for passersby. This layout was developed in an attempt to mitigate the fuel services use from the adjacent single-family use and to comply with the character designation in the Comprehensive Plan.

EXISTING APPROVED CONCEPT PLAN:



NOTIFICATIONS

Advertised Commission Hearing Date: Thursday, November 6, 2014
 Advertised Council Hearing Dates: Monday, November 24, 2014

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

Southern Trace HOA

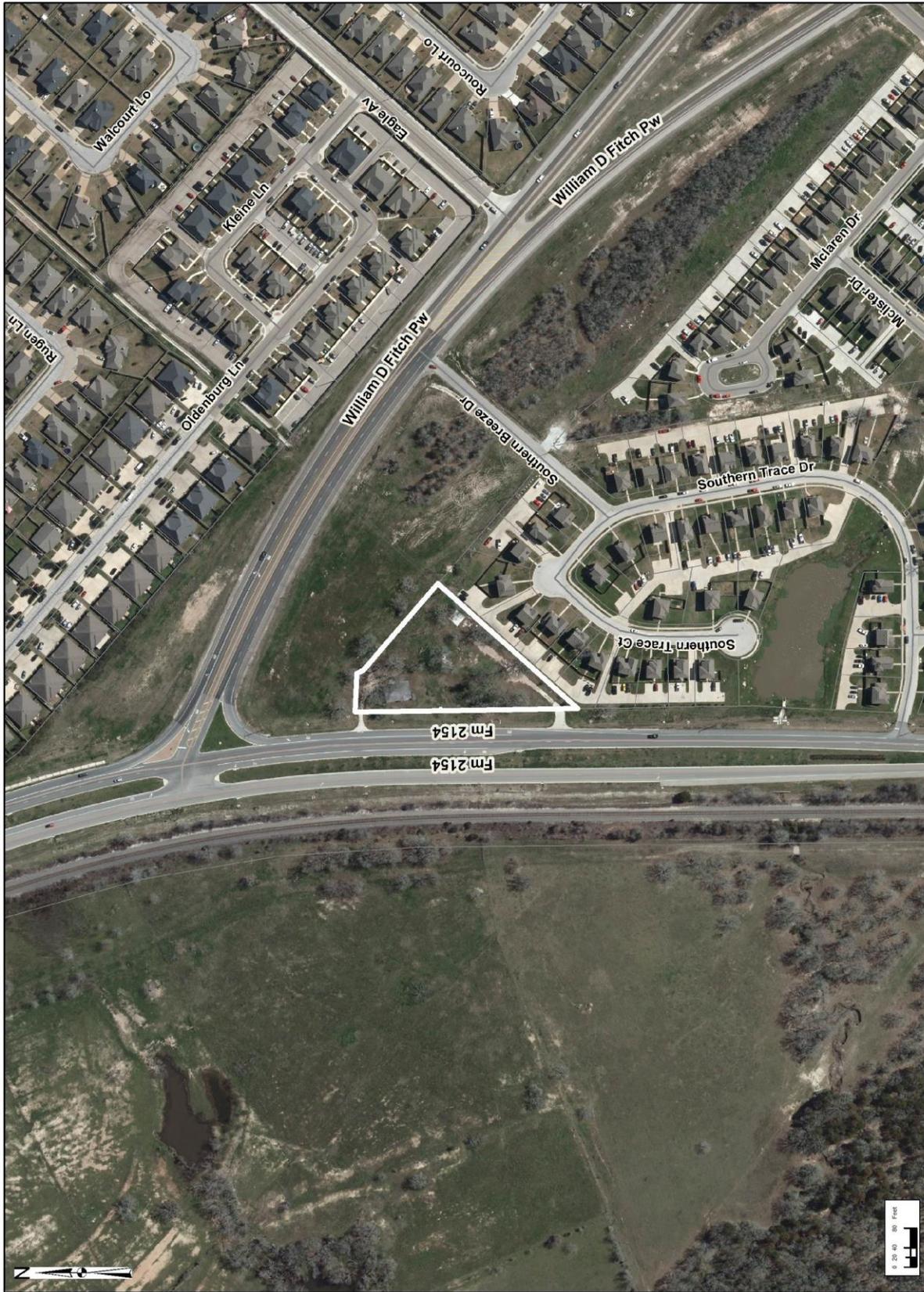
Property owner notices mailed: 12
 Contacts in support: None at the time of staff report
 Contacts in opposition: One adjacent property owner called staff to voice concern related to a gas station use in close proximity to single-family homes and the negative affect on property values / investment.
 Inquiry contacts: None at the time of staff report.

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Freeway/Expressway	None	W.D. Fitch Parkway
South	General Suburban, Growth Area IV	GS General Suburban	Southern Trace Subdivision
East	Freeway/Expressway	None	W.D. Fitch Parkway
West	4-Lane Major Arterial	None	Wellborn Road

DEVELOPMENT HISTORY

Annexation: June 1995
Zoning: A-O Agricultural-Open upon annexation in 1995; rezoned PDD Planned Development District in 2010.
Final Plat: Unplatted
Site development: Existing residential structure on site built in 1972.

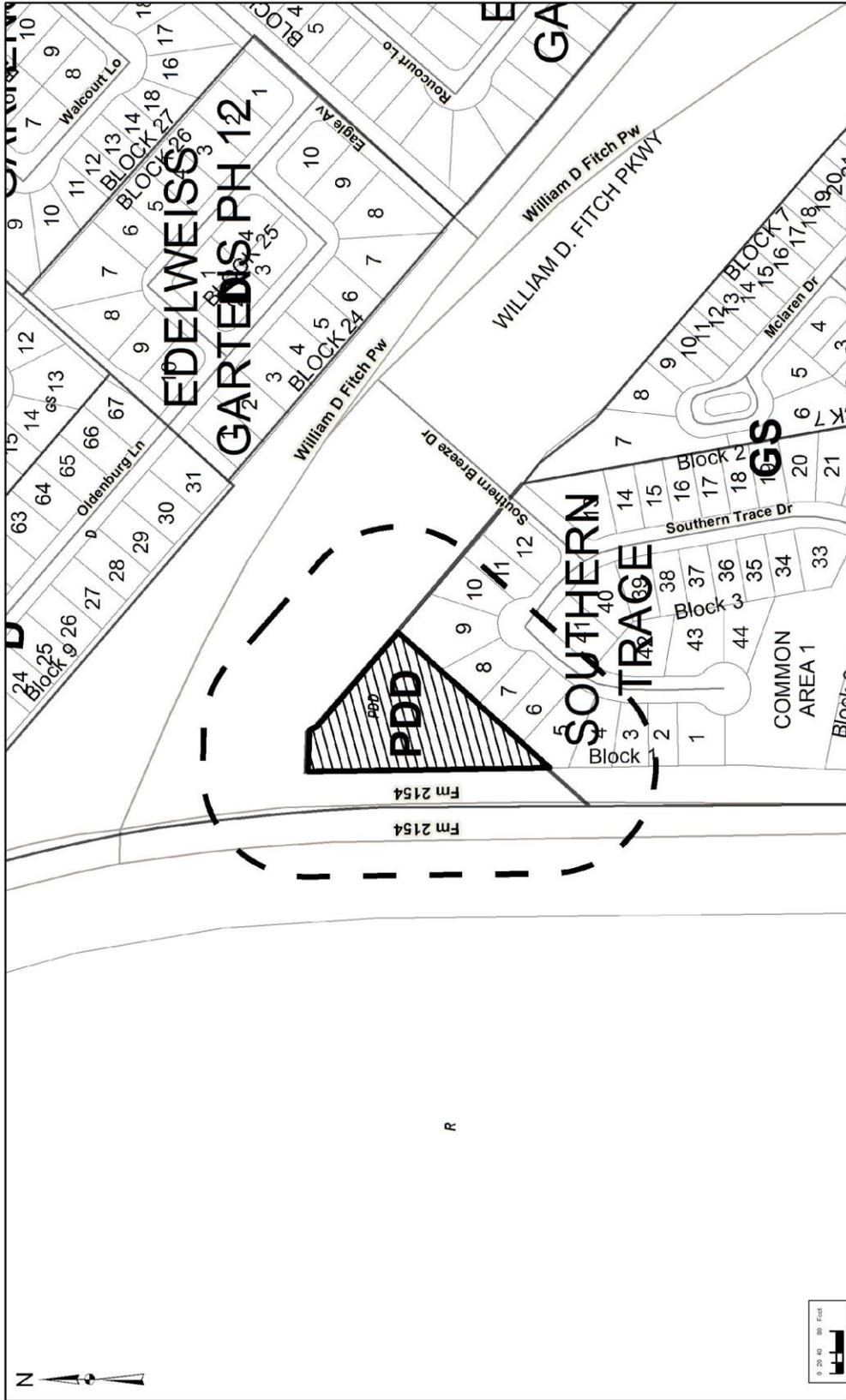


DEVELOPMENT REVIEW

STRIPES SERVICE CENTER

Case: 14-205

REZONING



Zoning Districts

R	Rural	R - 4	Multi-Family	BPI	Business Park Industrial	PDD	Planned Development District
E	Estate	R - 6	High Density Multi-Family	NAP	Natural Areas Protected	WFC	Wolf Pen Creek Dev. Corridor
RS	Restricted Suburban	MHP	Manufactured Home Park	C - 3	Light Commercial	NG - 1	Core Northgate
GS	General Suburban	O	Office	M - 1	Light Industrial	NG - 2	Transitional Northgate
R - 1B	Single Family Residential	SC	Suburban Commercial	M - 2	Heavy Industrial	NG - 3	Residential Northgate
D	Duplex	CC	General Commercial	C - U	College and University	OV	Corridor Overlay
T	Townhouse	CI	Commercial-Industrial	R & D	Research and Development	RDD	Redevelopment District
		BP	Business Park	P-MUD	Planned Mixed-Use Development	KO	Krenek Tap Overlay



DEVELOPMENT REVIEW

STRIPES SERVICE CENTER

REZONING

Case: 14-205

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 12-4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM PDD PLANNED DEVELOPMENT DISTRICT TO PDD PLANNED DEVELOPMENT DISTRICT TO AMEND THE CONCEPT PLAN LAYOUT AND USES FOR APPROXIMATELY 1.498 ACRES FOR THE PROPERTY BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE ROBERT STEVENSON SURVEY, ABSTRACT NO. 54, CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS, SAME BEING ALL THAT CALLED 1.498 ACRE TRACT CONVEYED TO DISCOUNT FUELS, LLC., BY MARK CARROL LENZ AND MARY JANE LENZ, BY DEEDS RECORDED IN VOLUME 9853, PAGE 11 AND VOLUME 9853, PAGE 17 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, LOCATED AT 13601 FM 2154 (WELLBORN ROAD), AND MORE GENERALLY LOCATED SOUTH OF THE INTERSECTION OF STATE HIGHWAY 40 (WILLIAM D. FITCH PARKWAY) AND F.M. 2154 (WELLBORN ROAD).; 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 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", as described in Exhibit "B", and as shown graphically in Exhibit "C" and Exhibit "D", 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 Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its 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 24th day of November, 2014

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

ORDINANCE NO. _____

Page 2

City Attorney

EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from PDD Planned Development District to PDD Planned Development District to amend the Concept Plan layout and uses:

STATE OF TEXAS
COUNTY OF BRAZOS

1.499 ACRES
ROBERT STEVENSON SURVEY, A-54

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE ROBERT STEVENSON SURVEY, ABSTRACT NO. 54, CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS, SAME BEING ALL THAT CALLED 1.498 ACRE TRACT CONVEYED TO DISCOUNT FUELS, LLC., BY MARK CARROL LENZ AND MARY JANE LENZ, BY DEEDS RECORDED IN VOLUME 9853, PAGE 11 AND VOLUME 9853, PAGE 17 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found at the most easterly corner of said Discount Fuels called 1.498 acre tract of land, for the easterly corner of the tract of land herein described, same being at the north corner of Lot 9 of Block 1, Southern Trace Subdivision, an addition to College Station according to the Amending Plat thereof recorded in Volume 7289, Page 243, Official Records of Brazos County, Texas, same being the east corner of a called 1.53 acre tract of land described in a deed to Mark Carroll Lenz and recorded in Volume 4736, Page 204, Official Records of Brazos County, Texas, and being in the southwest line of State Highway No. 40, a variable width right-of-way as recorded in Volume 5202, Page 255, Official Records of Brazos County, Texas;

THENCE South 41°53'31" West (S 41°50'11" W Record) a distance of **385.14 feet** (385.00' Record) along the southeast line of said Discount Fuels, LLC called 1.498 acre tract, the southeast line of said Mark Carroll Lenz called 1.53 acre tract and common northwest line of Lots 9 through 5 of Block 1 of said Amended Southern Trace Subdivision to a 1/2" iron rod at the south corner of said Discount Fuels, LLC called 1.498 acre tract and a common westerly corner of said Lot 5, same being in the east line of F.M. Highway No. 2154 – Wellborn Road, a variable width right-of-way, as widened, and being the southeast corner of that certain called 0.41 acre tract out of the said Mark Carroll Lenz called 1.53 acre tract conveyed to the Texas Department of Public Transportation (TXDOT) in Volume 6515, Page 241, Official Records of Brazos County, Texas;

THENCE North 00°48'37" West (N 00°51'35" W Record) along the east line of said F.M. Highway No. 2154 – Wellborn Road, at a distance of 262.4 feet passing a northwest line of said Mark Carroll Lenz called 1.53 acre tract and the common southeast line of a called 0.697 acre tract of land described in a deed to Mary Jane Lenz recorded in Volume 4736, Page 204, Official Records of Brazos County, Texas, same being at the northeast corner of said (TXDOT) called 0.41 acre tract and the common southeast corner of that certain called 0.32 acre tract out of the said Mary Jane Lenz called 0.697 acre tract conveyed to the Texas Department of Public Transportation (TXDOT) in Volume 6515, Page 241, Official Records of Brazos County, Texas, and continuing on for a total distance of **457.02 feet** (456.98' Record) to a (TXDOT) concrete monument found in the north line of said Mary Jane Lenz called 0.697 acre tract, same being at the northeast corner of said (TXDOT) called 0.32 acre tract, and being at the common northwest corner said Discount Fuels, LLC called 1.498 acre tract, for the northwest corner of the tract of land herein described, and also being at the intersection of the east line of said F.M. Highway No. 2154, with the southeast line of aforesaid State Highway No. 40;

THENCE along and with the southeast line of said State Highway No. 40 and the common line of said Discount Fuels, LLC called 1.498 acre tract, the following courses and distances numbered (1) through (3):

1) South 87°47'33" East (S 87°53'37" E Record), a distance of **78.53 feet** (78.58' Record) to a (TXDOT) concrete monument found for the northeast corner of said Mary Jane Lenz called 0.697 acre tract, for a corner of the tract of land herein described;

2) South 29°06'39" East (S 28°41'25" E Record), a distance of **16.65 feet** (16.62' Record) to a (TXDOT) brass monument found at the northwest corner of aforesaid Mark Carroll Lenz called 1.53 acre tract, for a corner of the tract of land herein described

3) South 49°13'23" East (S 49°12'21" E Record), a distance of **233.81 feet** (233.82' Record) to the **POINT OF BEGINNING** and **CONTAINING 1.499 ACRES** or **65,300 SQUARE FEET OF LAND.**

BEARING BASIS HEREIN DERIVED BY GPS MEASUREMENTS ADJUSTED BY HARN (HIGH ACCURACY REFERENCE NETWORK) & PROJECTED TO TEXAS STATE PLANE COORDINATES (TEXAS CENTRAL ZONE) & NAD83.

I, Richard H. Taylor, do certify that this description and associated exhibit were prepared from a boundary survey performed under my direction during March 2014, and is true and correct to the best of my knowledge and belief. Amended March 27, 2014



Richard H. Taylor, RPLS
Registered Professional Land Surveyor
No. 3986 State of Texas
Attachments 1.499 ACRE LAND TITLE SURVEY
Job: 14-4901

03/27/14

Date



EXHIBIT “B”

General: The GC General Commercial zoning district regulations shall be applicable except as expressly modified below.

Permitted Uses:

- Fuel Services - Maximum six (6) fuel dispensers
- Restaurant
- Retail Sales & Services

Modifications Granted: Section 7.1.H.2, Height- Single Family Protection is not required for this site. The maximum overall building height is 24 feet.

Conditions:

- Eight (8) foot buffer wall and required plantings against single-family properties
- Building will have pitched roofs
- Maximum ten (10) foot tall monument sign permitted (pole signs not permitted)
- Gated pedestrian connectivity to adjacent single-family development
- Existing mature trees along southern property line will remain and will be protected during construction.
- LED building and site lighting.
- Site lighting will not exceed twenty (20) feet in height.
- Gas canopy lighting will be recessed and building façade lighting will be directed towards the façade.
- Dumpster sited away from single-family development.
- Right-in, right-out driveways only with decel lanes



Legislation Details (With Text)

File #:	14-841	Version:	1	Name:	2818 Townhomes Rezoning
Type:	Rezoning	Status:		Status:	Agenda Ready
File created:	11/10/2014	In control:		In control:	City Council Regular
On agenda:	11/24/2014	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action and discussion regarding an amendment to 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&D Research & Development to T Townhouse for a 2.2920 acre tract for the property being Morgan Rector League, Abstract No. 46, in the City of College Station, Brazos County, Texas and being all of the called 2.2920 acre tract described in the deed from Chuck Ellison, Trustee for the Dartmouth Joint Venture to Stacy Diane Tremont Trust #1 recorded in Volume 2545, Page 67 of the Official Records of Brazos County, Texas, generally located at 2440 Harvey Mitchell Parkway South.				
Sponsors:	Gerardo Cuaron				
Indexes:					
Code sections:					
Attachments:	Background Sam and Aerial Ordinance				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action and discussion regarding an amendment to 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&D Research & Development to T Townhouse for a 2.2920 acre tract for the property being Morgan Rector League, Abstract No. 46, in the City of College Station, Brazos County, Texas and being all of the called 2.2920 acre tract described in the deed from Chuck Ellison, Trustee for the Dartmouth Joint Venture to Stacy Diane Tremont Trust #1 recorded in Volume 2545, Page 67 of the Official Records of Brazos County, Texas, generally located at 2440 Harvey Mitchell Parkway South.

Relationship to Strategic Goals:

- Diverse Growing Economy

Recommendation(s): The Planning and Zoning Commission considered this item at their November 6, 2014 meeting and voted 5-0 to recommend approval of the rezoning. Staff also recommends approval.

Summary: This request is to rezone the subject property from R&D Research & Development to T Townhouse.

The Unified Development Ordinance provides the following review criteria for zoning map amendments:

REVIEW CRITERIA

- 1. Consistency with the Comprehensive Plan:** The subject parcel is shown on the Comprehensive Future Land Use and Character Map as Urban. Urban is generally for areas that should have a very

intense level of development activities. These areas will tend to consist of townhomes, duplexes, and high-density apartments. The subject parcel is located in the Harvey Mitchell District. This area includes a large floodplain and significant road frontage along Harvey Mitchell Parkway South and Texas Avenue. The focus of the district plan should be the development of an urban area that incorporates the significant natural features of the area and that incorporates design elements that positively contribute to two significant entries into the City. The Harvey Mitchell District has not been completed but as part of the Comprehensive Plan Five-Year Evaluation & Appraisal Report it was identified as the next area to be studied. T Townhouse zoning is appropriate for this land use designation.

2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood: The area is largely vacant and has current land uses that are in transition to single family homes.

3. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment: T Townhouse is suitable for this property though driveway access will not be allowed to Harvey Mitchell Parkway South, a major arterial on the Thoroughfare Plan. This design is what is anticipated for this project.

4. Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment: R&D Research & Development is a retired district and was intended for administrative and professional offices, and research and development oriented light industrial uses. R&D Research and Development is not what is intended for the area on the Comprehensive Plan Future Land Use and Character Map.

5. Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment: The application states that T Townhouses are highly desirable in the College Station marketplace as they are individually sold lots and structures.

6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use: The subject tract has a 24-inch water line along Harvey Mitchell Parkway South. Future development of the tract will have to meet the City's minimum fire flow requirements. The subject tract currently has no sewer access, and will need to extend the 8-inch sewer line on Harvey Mitchell Parkway South, or 18-inch on State Highway 6 with this development. The subject tract is not located within a FEMA regulated Special Flood Hazard Area per FEMA FIRM panel 310F. Drainage will be reviewed in accordance with the City of College Station Drainage Policy and Design Standards. The Thoroughfare Plan identifies Harvey Mitchell Parkway South as a six-lane Major Arterial and is currently constructed as four-lanes with a center turn lane. The amount of traffic produced by this development is minimal and should not have a detrimental impact on surrounding roadways.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Aerial & Small Area Map (SAM)
3. Ordinance

NOTIFICATIONS

Advertised Commission Hearing Date: November 6, 2014
 Advertised Council Hearing Date: November 24, 2014

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

None

Property owner notices mailed: Seven
 Contacts in support: None at the time of the report.
 Contacts in opposition: None at the time of the report.
 Inquiry contacts: None at the time of the report.

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North (across Harvey Mitchell Parkway South)	General Commercial	GS General Suburban	Vacant
South	Urban	GC General Commercial and Overlay, P-MUD Planned Mixed-Use District	Vacant
East	Urban	P-MUD Planned Mixed-Use District	Vacant
West	Urban	GC General Commercial and Overlay	Vacant

DEVELOPMENT HISTORY

Annexation: February 1971
Zoning: R-1 Single Family Residential (upon annexation)
 R&D Research & Development in September 1998
Final Plat: Unplatted
Site development: Vacant

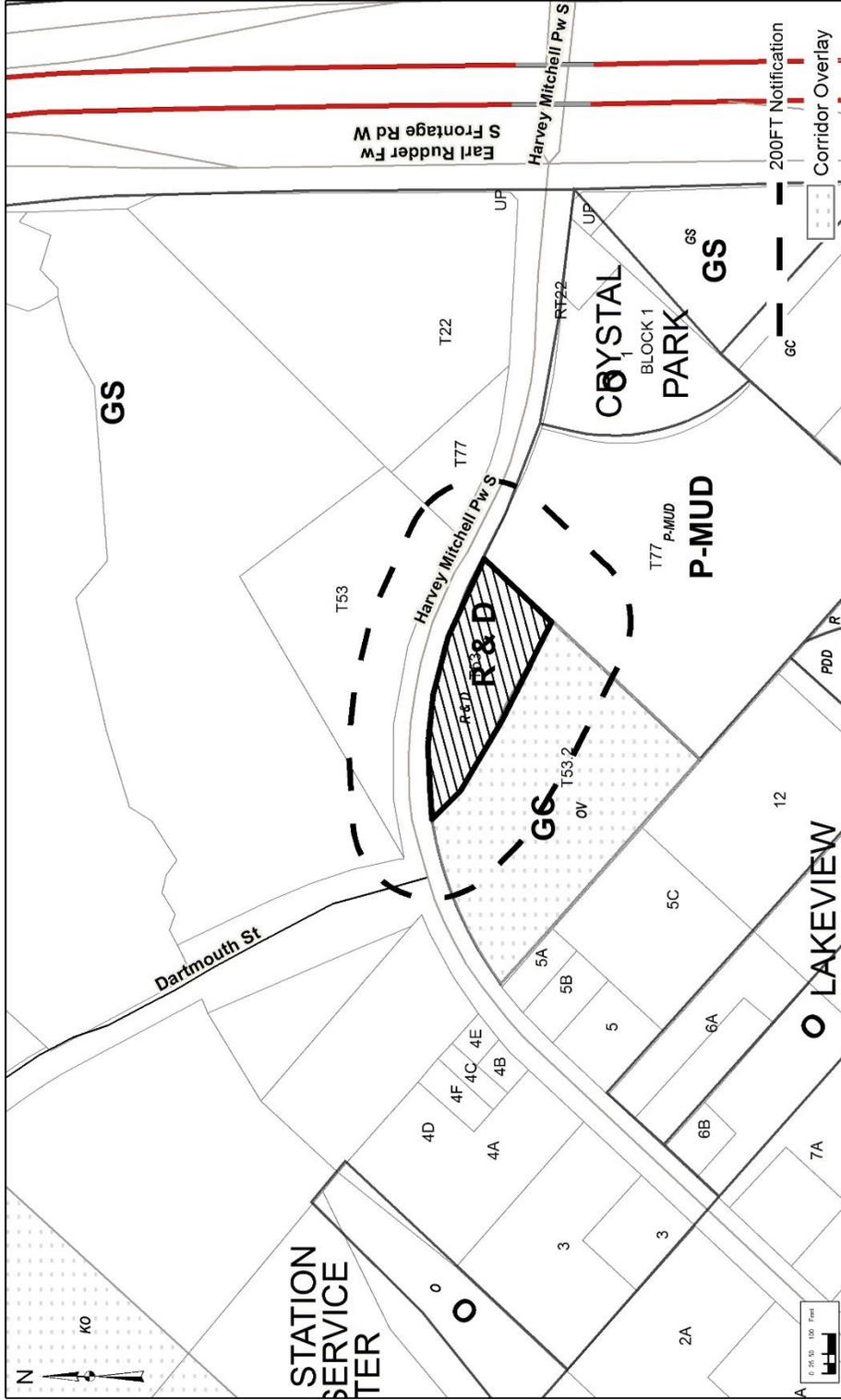


REZONING
Case: 14-254

2818 TOWNHOMES

DEVELOPMENT REVIEW





DEVELOPMENT REVIEW

2818 TOWNHOMES

REZONING

Case: **14-254**

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 12-4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM R&D RESEARCH AND DEVELOPMENT TO T TOWNHOUSE FOR A 2.2920 ACRE TRACT BEING MORGAN RECTOR LEAGUE, ABSTRACT NO. 46, IN THE CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS AND BEING ALL OF THE CALLED 2.2920 ACRE TRACT DESCRIBED IN THE DEED FROM CHUCK ELLISON, TRUSTEE FOR THE DARTMOUTH JOINT VENTURE TO STACY DIANE TREMONT TRUST #1 RECORDED IN VOLUME 2545, PAGE 67 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS, GENERALLY LOCATED AT 2440 HARVEY MITCHELL PARKWAY SOUTH; 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 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A" and as shown graphically in Exhibit "B", 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 Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its 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 24th day of November, 2014

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property as described by metes and bounds is rezoned from R&D Research & Development to T Townhouse:

FIELD NOTES

Being all that certain tract or parcel of land lying and being situated in the MORGAN RECTOR LEAGUE, Abstract No. 46 in College Station, Brazos County, Texas and being all of the called 2.2920 acre tract described in the deed from Chuck Ellison, Trustee for the Dartmouth Joint Venture to Stacy Diane Tremont Trust #1 recorded in Volume 2545, Page 67 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2-inch iron rod marking the east corner of this tract, the southeast corner of a 90-foot wide City of College Station right-of-way tract described in Volume 1220, Page 78 (O.R.B.C.) and being in the northwest line of the 17.735 acre C.A. Bertrand tract recorded in Volume 305, Page 853 of the Brazos County Deed Records (B.C.D.R.), from whence a found concrete right-of-way marker bears S 62° 52' 08" E (called S 62° 50' 01" E - 119.57') at a distance of 119.38 feet for reference;

THENCE: S 43° 05' 09" W (called S 40° 54' 50" W - 223.59') along common line of this tract and the said 17.735 acre tract line for a distance of 225.02 feet to a found 1/2-inch iron rod for corner, said iron rod marking the south corner of this tract and the east corner of a 7.46 acre Baptist Church Loan Corp. tract described in Volume 1093, Page 512 (O.R.B.C.);

THENCE: 432.65 feet in a clockwise direction along the arc of a curve in the common line of this tract and the said 7.46 acre Baptist Church Loan Corp. tract, said curve having a central angle of 24° 47' 20", a radius of 1000.00 feet, a tangent of 219.76 feet and a long chord bearing N 61° 19' 03" W (called N 63° 29' 22" W) at a distance of 429.28 feet to a found 5/8-inch iron rod for the Point of Tangency;

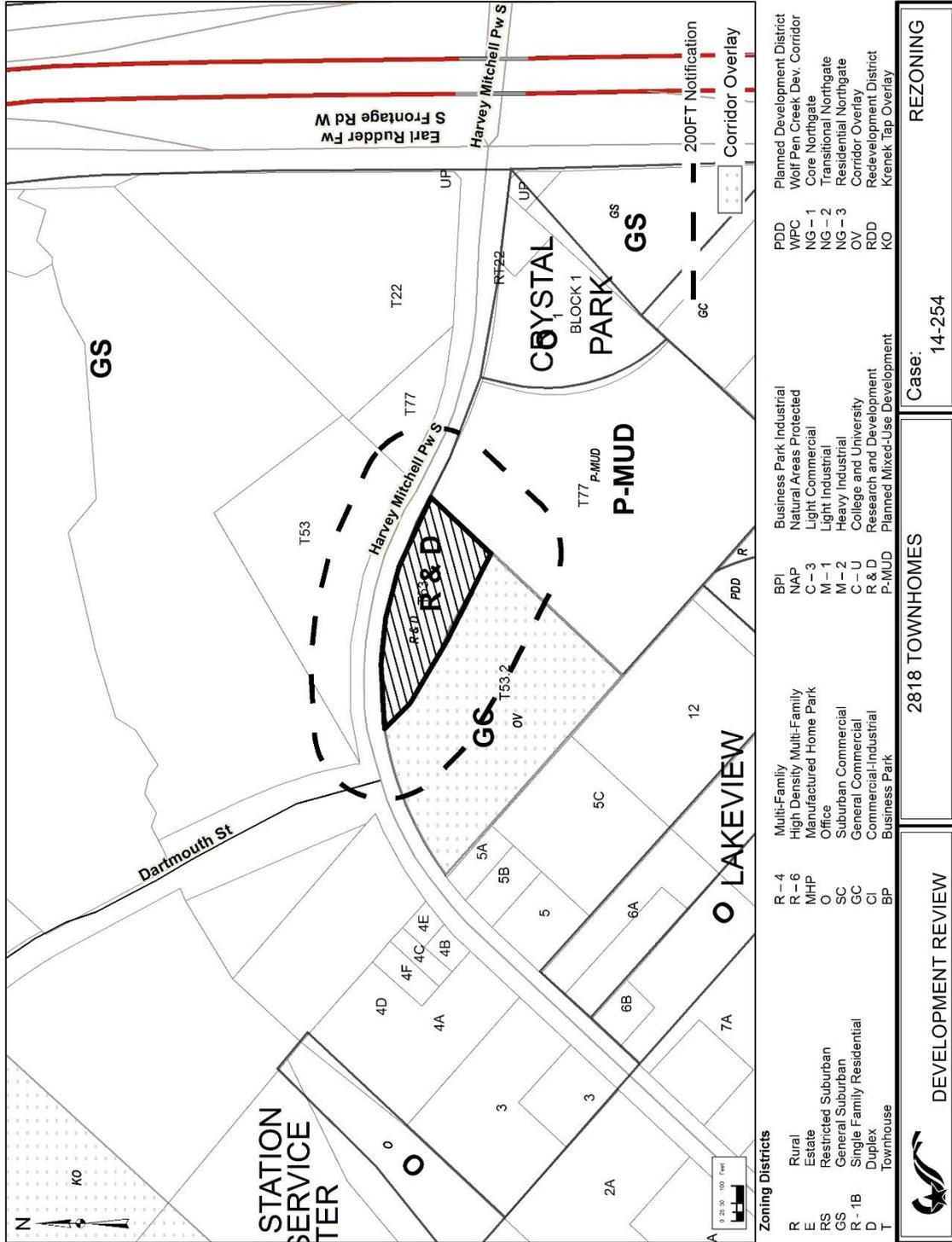
THENCE: N 48° 55' 23" W (called N 51° 05' 57" W) continuing along the said common line for a distance of 141.50 feet to a found 1/2-inch iron rod for the west corner of this tract, said iron rod also marking the southwest corner of the said 1.53 acre right-of-way tract;

THENCE: 580.41 feet in a clockwise direction along the arc of a curve in the said 1.53 acre right-of-way tract (now F.M. 2818 and commonly known as Harvey Mitchell Parkway), said curve having a central angle of 34° 49' 19", a radius of 955.00 feet, a tangent of 299.48 feet and a long chord bearing S 80° 14' 41" E (called S 82° 26' 05" E - 572.13') at a distance of 571.52 feet to a 5/8-inch iron rod found for the Point of Tangency;

THENCE: S 62° 50' 01" E (called S 63° 48' 03" E - 81.96') along the beforesaid right-of-way line for a distance of 82.81 feet to the POINT OF BEGINNING and containing 2.2895 acres of land, more or less, according to a survey made on the ground under the supervision of Kevin R. McClure, Registered Professional Land Surveyor, State of Texas, No. 5650, on November 17, 2005.



EXHIBIT "B"



DEVELOPMENT REVIEW	2818 TOWNHOMES	REZONING
	Case: 14-254	



Legislation Details (With Text)

File #:	14-842	Version:	1	Name:	Sterling Heights PDD Rezoning
Type:	Rezoning	Status:		Status:	Agenda Ready
File created:	11/10/2014	In control:		In control:	City Council Regular
On agenda:	11/24/2014	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from GS General Suburban to PDD Planned Development District for approximately 1 acre for the property being Morgan Rector League, A-46, in the City of College Station, Brazos County, Texas as recorded in Volume 11874, Page 38, of the Brazos County Official Records, generally located at 218 Sterling Street.				
Sponsors:	Jason Schubert				
Indexes:					
Code sections:					
Attachments:	Background Information Aerial and Small Area Map Ordinance				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from GS General Suburban to PDD Planned Development District for approximately 1 acre for the property being Morgan Rector League, A-46, in the City of College Station, Brazos County, Texas as recorded in Volume 11874, Page 38, of the Brazos County Official Records, generally located at 218 Sterling Street.

Relationship to Strategic Goals: Diverse Growing Economy

Recommendations: The Planning and Zoning Commission consider this item at their November 6, 2014 meeting and unanimously recommended approval. Staff also recommends approval.

Summary: This request is to rezone approximately 1 acre from GS General Suburban to PDD Planned Development for a multi-family development located at 218 Sterling Street. The Unified Development Ordinance provides the following review criteria for zoning map amendments:

REVIEW CRITERIA

- 1. Consistency with the Comprehensive Plan:** The subject property is designated as Urban on the Comprehensive Plan Future Land Use and Character Map. The Urban designation is intended for intense level of development activities and will tend to consist of townhomes, duplexes, and high-density apartments. The subject property is located on a residential street in an area dominant with single-family housing. The Urban designation acknowledges the transition

of this single-family neighborhood area to a residential area of greater density.

2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood: The zoning and developed uses in the area across the street and to the side of the subject property are single-family residential. The area behind this property is developed as fourplexes that access Manuel Drive. Being located adjacent to single-family, the proposed multi-family units would need to comply with the single-family height protection and buffer standards in the Unified Development Ordinance (UDO). The height protection requires multi-family buildings to be no taller than a foot for every two feet they are located away from an adjacent single-family property line. The buffer section requires a ten-foot buffer yard with landscaping and a minimum 6-foot fence along common property lines with single-family. As shown on the Concept Plan, the proposed parking is located at the side and rear of the proposed buildings and the buildings will be limited to between 24 and 35 feet in height. The zoning for the adjacent single-family limits their height to 35 feet. As a multi-family project, this development will also be required to provide streetscape trees along the front of the development. While these standards do not entirely ensure compatibility of the proposed development to the existing, adjacent single-family homes, it does soften the impact of it as this area transitions to higher density over time.

3. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment: The subject property is suitable for the proposed zoning as it is located in a residential area that is anticipated to redevelop into higher density and is in proximity to other multi-family developments. The general trend in the area has been to develop rental housing units.

4. Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment: The existing zoning is suitable for the property as the recent trend in the area has been to construct rental housing units that fill vacant lots or replace aging single-family homes. The subject property could subdivide to create up to eight single-family lots.

5. Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment: The subject property is likely marketable with the existing zoning that would allow additional single-family on the street. The applicant perceives there is an "oversupply of big houses with too many bedrooms in the existing market is not a desirable situation" and desires to provide a different residential product with smaller units.

6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use: There is an existing 6-inch water line located along the north side of Sterling Street. Sanitary sewer service to the tract may be provided via an existing 6-inch sanitary sewer main in an easement at the rear of the property. With site development, all utility extensions and fire flow analysis must meet the minimum requirements of the BCS Unified Design Guidelines. Drainage is generally to the northeast within the Wolf Pen Creek Drainage Basin. There is no FEMA regulated floodplain identified on the tract. The development will be required to comply with the City's drainage ordinance.

REVIEW OF CONCEPT PLAN

The Concept Plan provides an illustration of the general layout of the proposed building and parking areas as well as other site related features. In proposing a PDD, an applicant may also request variations to the general platting and site development standards provided that those variations are outweighed by demonstrated community benefits of the proposed development. The Unified Development Ordinance provides the following review criteria as the basis for reviewing PDD Concept Plans:

1. The proposal will constitute an environment of sustained stability and will be in harmony with the character of the surrounding area;
2. The proposal is in conformity with the policies, goals, and objectives of the Comprehensive Plan, and any subsequently adopted Plans, and will be consistent with the intent and purpose of this Section;
3. The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development;
4. Every dwelling unit need not front on a public street but shall have access to a public street directly or via a court, walkway, public area, or area owned by a homeowners association;
5. The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities;
6. The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity; and
7. The development will not adversely affect the safety and convenience of vehicular, bicycle, or pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonably anticipated in the area considering existing zoning and land uses in the area.

General

The Concept Plan proposes multi-family buildings based on R-4 Multi-Family zoning requirements. The buildings will front Sterling Street with parking areas to the side and rear. There will be a maximum of 24 triplex/multi-family units and each unit will have a maximum of two bedrooms. Buildings will range between 24 and 35 feet in height. Buffer yards are required on the two sides as the project is adjacent to single-family dwellings. The buildings are also centered along the Sterling Street frontage to meet the single-family height protection which requires multi-family buildings to be at least 2 feet away from an adjacent single-family property line for every one foot in building height.

Meritorious Modifications and Community Benefits

The applicant has requested two meritorious modifications to R-4 Multi-Family zoning:

- *Reduce minimum front setback from 15 feet to 10 feet.* With side or rear parking is provided, the standard 25-foot front building setback may be reduced to 15 feet. With the platting of this property, a right-of-way dedication of approximately 7.5 feet is anticipated to help address the existing right-of-way width deficiency. Being a multi-family project, streetscape trees will be required along Sterling Street at a rate of one tree per 32 feet of frontage; and
- *Increase maximum density from 20 units per acre to 24 units per acre.* With the increase in unit per acre density, the applicant has proposed to restrict the units to a maximum of 2 bedrooms per unit. The applicant is seeking the increased unit density in order to provide 1 or 2-bedroom units but not lose the potential bedrooms that would be allowed if developing a product with higher bedroom count per unit. With 20 units per acre, theoretically there could be 80 bedrooms on this property while the self-imposed limitation to a maximum of 2 bedrooms per unit restricts the development to up to 48 total bedrooms.

The applicant has stated the following community benefits:

- This development will provide a modern, high efficient, healthy, environmentally friendly housing choice for more people who want near proximity to the Texas A&M campus, and have pedestrian access to the Wolf Pen Creek park amenities;
- The building in front, parking in back design provides for a higher density housing close to campus;
- This development will draw renters away from core portions of residential neighborhoods in the vicinity easing traffic and parking congestion, while providing safer more sustainable family-conducive environment in those neighborhoods;
- The project will use non-polluting lighting fixtures that will not allow light to filter into neighborhood and allow the project to remain compatible with its surroundings; and
- The development complies with the city land use plan "Urban" by pulling the buildings closer to the street to create the "urban feel."

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Aerial & Small Area Map
3. Ordinance

Background Information

NOTIFICATIONS

Advertised Commission Hearing Date: November 6, 2014
Advertised Council Hearing Date: November 24, 2014

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

None

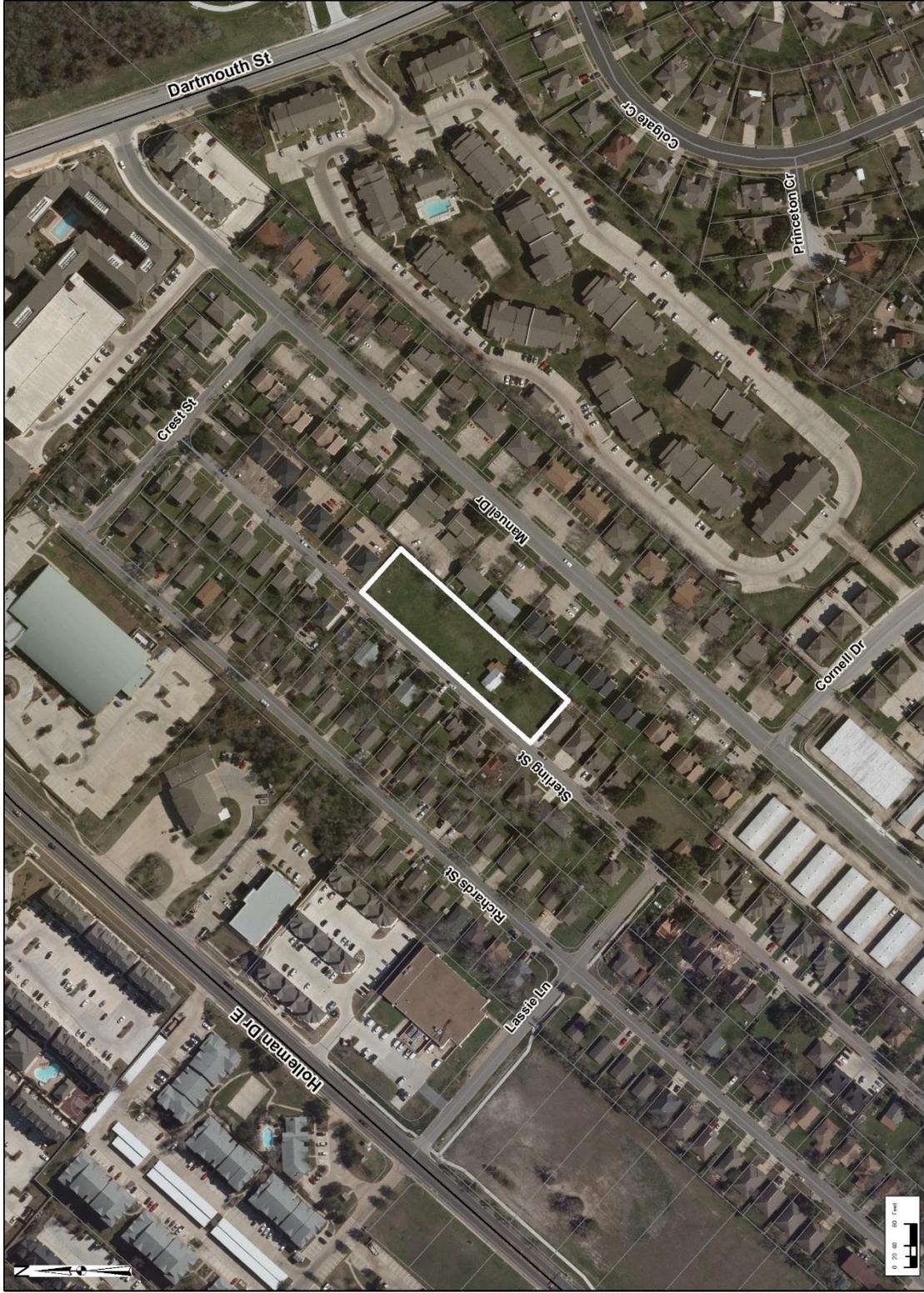
Property owner notices mailed: 25
Contacts in support: None at the time of staff report.
Contacts in opposition: None at the time of staff report.
Inquiry contacts: One

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North(across Sterling Street)	Urban	GS General Suburban	Single-Family
South	Urban	R-4 Multi-Family	Fourplexes
East	Urban	GS General Suburban	Single-Family
West	Urban	GS General Suburban	Single-Family

DEVELOPMENT HISTORY

Annexation: May 1969 and February 1971
Zoning: R-1 Single-Family Residential (upon annexation, renamed GS General Suburban (2012)
Final Plat: Not platted
Site development: One single-family residence.



REZONING

Case: 14-240

STERLING HEIGHTS

DEVELOPMENT REVIEW



ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 12-4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM GS GENERAL SUBURBAN TO PDD PLANNED DEVELOPMENT DISTRICT FOR APPROXIMATELY 1 ACRE FOR THE PROPERTY BEING MORGAN RECTOR LEAGUE, A-46, IN THE CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS AS RECORDED IN VOLUME 11874, PAGE 38, OF THE BRAZOS COUNTY OFFICIAL RECORDS, GENERALLY LOCATED AT 218 STERLING STREET; 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 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", as described in Exhibit "B", and as shown graphically in Exhibit "C" and Exhibit "D", 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 Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its 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 24th day of November, 2014

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from GS General Suburban to PDD Planned Development District:

METES AND BOUNDS DESCRIPTION
1.007 ACRES

Being a tract of land containing 1.007 acres in the Morgan Rector League, A-46, in the City of College Station, Brazos County, Texas, as recorded in Vol. 11874, Page 38, of the Brazos County Official Records(B.C.O.R.) All bearings of this survey are referenced to the Texas State Plane Coordinate System, Central Zone, NAD83(2011) Epoch 2010, and boundary based on found 5/8" iron rods with yellow plastic cap marked "KERR 4502" referenced to the previous recorded plat, and as surveyed on the ground on September 24th of 2014. This description is also referred to the plat prepared by ATM Surveying, Project No. 2014-0660, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with yellow plastic cap marked "KERR 4502" found for the west corner of this tract, also being the north corner of the Jonathan C. Villarreal, called Latitude Square, Lot 4, as recorded in Vol. 9645, Page 284, of the B.C.O.R., also being a point on the southeast right-of-way line of Sterling Street, called (25' R.O.W. - actual Variable Width R.O.W.), from which a 5/8" iron rod with yellow plastic cap marked "KERR 4502" found for reference bears S 41°48'53" W, a distance of 101.53 feet:

THENCE North 41°46'21" East, a distance of 410.49 feet along the common line between this tract and said Sterling Street to a 1/2" iron rod with a maroon plastic cap marked "RPLS 6132 - ATM SURV" set for the north corner of this tract, also being the west corner of the Terra Rentals L.L.C., called Lot 61A-R, Block 1, as recorded in Vol. 9446, Page 100, of the B.C.O.R.; from which a 1/2" iron rod with yellow plastic cap marked "KERR 4502" found for reference bears N 41°40'29" E, a distance of 225.23 feet:

THENCE South 48°06'36" East, a distance of 107.98 feet along the common line between this tract and said Terra Rentals L.L.C., to a 5/8" iron rod with yellow plastic cap marked "KERR 4502" found for the east corner of this tract, also being the south corner of the said Terra Rentals L.L.C., and also being a point on the northwest line of Keith E. Clements and Elizabeth M. Clements, called Lot 11, Block 1, as recorded in Vol. 3370, Page 112, of the B.C.O.R.

THENCE South 42°04'53" West, a distance of 410.59 feet along the common line between this tract and Keith E. Clements to a 1/2" iron rod with a maroon plastic cap marked "RPLS 6132 - ATM SURV" set for the south corner of this tract, also being a point on the northwest line of Semith Sefa Koseogla, called Lot 5, Block 1, as recorded in Vol. 9060, Page 120, of the B.C.O.R., and also being the east corner of the said Villarreal:

THENCE North 48°03'28" West, a distance of 105.77 feet along the common line between this tract and said Villarreal to the **PLACE OF BEGINNING** containing 1.007 acres.


Adam Wallace

Texas Registered Professional Land Surveyor No. 6132
14-0660-Sterling-218 - R39115.doc
9/2/14



EXHIBIT “B”**General Summary**

The PDD zoning includes multi-family buildings that are based on R-4 Multi-Family zoning district requirements with some modifications. The buildings will front Sterling Street with parking areas to the side and rear. There will be a maximum of 24 triplex/multi-family units and each unit will have a maximum of two bedrooms. Buildings will range between 24 and 35 feet in height.

Meritorious Modifications

The following two meritorious modifications to R-4 Multi-Family zoning are made:

- When rear of side yard parking is provided, the minimum front building setback is 15 feet. The front building setback is reduced from 15 feet to 10 feet; and
- Increase the maximum density from 20 units per acre to 24 units. With the increase in unit per acre density, the applicant is limiting units to a maximum of two bedrooms each.

Community Benefits

The applicant has provided the following community benefits:

- This development will provide a modern, high efficient, healthy, environmentally friendly housing choice for more people who want near proximity to the Texas A&M campus, and have pedestrian access to the Wolf Pen Creek park amenities;
- The building in front, parking in back design provides for a higher density housing close to campus;
- This development will draw renters away from core portions of residential neighborhoods in the vicinity easing traffic and parking congestion, while providing safer more sustainable family-conducive environment in those neighborhoods;
- The project will use non-polluting lighting fixtures that will not allow light to filter into neighborhood and allow the project to remain compatible with its surroundings; and
- The development complies with the city land use plan “Urban” by pulling the buildings closer to the street to create the “urban feel.”



Legislation Details (With Text)

File #: 14-843 **Version:** 2 **Name:** 3751 Rock Prairie Road West Rezoning

Type: Rezoning **Status:** Agenda Ready

File created: 11/10/2014 **In control:** City Council Regular

On agenda: 11/24/2014 **Final action:**

Title: Public Hearing, presentation, possible action and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance," Section 12-4.2, "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 SC Suburban Commercial for 2.236 acres being a portion of 1, Block 1, Jackson Estates, Phase One, according to the plat recorded in volume 9762, page 159 of the official public records of Brazos County, Texas and being the same tract of land as described by a deed to the JH Driving Range, LLC recorded in volume 9816, page 120 of the Official Public Records of Brazos County, Texas, generally located at the southwest corner of Rock Prairie Road West and Holleman Drive South.

Sponsors: Jessica Bullock

Indexes:

Code sections:

Attachments: [Background](#)
[Sam and Aerial](#)
[Ordinance](#)

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance," Section 12-4.2, "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 SC Suburban Commercial for 2.236 acres being a portion of 1, Block 1, Jackson Estates, Phase One, according to the plat recorded in volume 9762, page 159 of the official public records of Brazos County, Texas and being the same tract of land as described by a deed to the JH Driving Range, LLC recorded in volume 9816, page 120 of the Official Public Records of Brazos County, Texas, generally located at the southwest corner of Rock Prairie Road West and Holleman Drive South.

Relationship to Strategic Goals:

- Diverse Growing Economy

Recommendation(s): The Planning and Zoning Commission considered this item at their November 6, 2014 meeting and voted 5-0 to recommend approval of the rezoning. Staff also recommends approval.

Summary: This request is to rezone the subject property from R Rural to SC Suburban Commercial.

The Unified Development Ordinance provides the following review criteria for zoning map amendments:

REVIEW CRITERIA

1. Consistency with the Comprehensive Plan: The applicant requested a Comprehensive Plan amendment to change the Future Land Use and Character Map from Restricted Suburban to Suburban Commercial which was approved by City Council on August 25th, 2014. Suburban Commercial is intended for concentrations of commercial activities that cater primarily to nearby residents versus the larger community or region. Generally, these areas tend to be small in size and located adjacent to major roads (arterials and collectors). Design of these structures is compatible in size, roof type and pitch, architecture, and lot coverage with the surrounding single-family residential use. The applicant intends to develop a commercial convenience store with is consistent with this change.

2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood: The proposed rezoning of SC Suburban Commercial allows for low-density commercial uses with a design that is compatible with the character of suburban single-family neighborhoods. Buildings have a more residential character and scale, and sites are heavily landscaped to minimize the impacts of non-residential uses and associated parking areas on adjacent residential zoning districts. It allows for a range of uses, with the impacts mitigated through buffering and architecture of the buildings.

Properties located to the east across Holleman Drive South are designated as Urban on the Future Land Use and Character Map and developed as a manufactured home park in the ETJ. The City does not have zoning or land use control in the ETJ.

Adjacent to the west is the Jackson Hole Driving Range - developed as a permitted use in the R Rural zoning district, leaving just a little over 300 feet along Rock Prairie Road West for future development.

To the north, across Rock Prairie Road West, a Preliminary Plan was recently approved for Mission Ranch, a Restricted Suburban single-family subdivision.

3. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment: The subject property is the remaining undeveloped portion of Jackson Hole Estates. With just over 300 feet of frontage along Rock Prairie Road West, SC Suburban Commercial will allow for more appropriate development between the commercial use (driving range) and a major intersection. The applicant would like to develop a commercial convenience store. This type of development is a compatible fit for transitional uses between the surrounding existing developments (i.e. driving range and manufactured home community).

4. Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment: The subject property is currently zoned R Rural which it received upon annexation. The neighboring driving range did not need to be rezoned because the use is permitted under the zoning. The property is seeking SC Suburban Commercial in order to provide commercial activity on the corner that will serve the neighboring residential uses. Existing land features help to provide a desirable Suburban Commercial Development. These desirable conditions are as follows: (1) the existing creek traverses the property and is parallel to Holleman Drive South. This natural feature will provide approximately a 120-foot wide buffer with the manufactured home community located across Holleman Drive South. (2) US Army Corps of Engineers restrictions will minimize

disturbance to the existing tributary. (3) These natural features will minimize the intensity of the Suburban Commercial development. (4) The "light" commercial uses (i.e. Jackson Hole Driving Range & the proposed development) will provide reasonable transitional uses to the residential uses in the surrounding area.

5. Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment: Holleman Drive South and Rock Prairie Road West are currently built to a 2-lane rural section. Holleman Drive South is designated a 4-lane major collector and Rock Prairie Road West is designated a 2-lane major collector on the City's Thoroughfare Plan. Bordered by these streets and a commercial use, it will be difficult to market the subject property for a use permitted under its current zoning of R Rural.

6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use: Water service will be provided by the Wellborn Special Utilities District via existing 12-inch water lines located along Rock Prairie Road West and Holleman Drive South. A fire flow analysis meeting the minimum requirements of the BCS Unified Design Guidelines will need to be submitted and approved prior to a final plat being forwarded to the Planning & Zoning Commission. There are currently no existing sanitary sewer mains available to serve this property, so an On-Site Sewage Facility (septic system) will be required to sewer the lot. The septic system must be installed and maintained in accordance with Brazos County Health Department regulations. Drainage is generally to the south within the Hope's Creek Drainage Basin. There is no FEMA regulated floodplain identified on the tract. The development will be required to comply with the City's drainage ordinance.

Staff estimates the current traffic on Holleman Drive South to be approximately 5,300 VPD. Holleman Drive South has a capacity of 10,000 VPD in its current configuration. Based on the trips generated by the site, no further traffic impact analysis would be required.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Aerial & Small Area Map (SAM)
3. Ordinance

NOTIFICATIONS

Advertised Commission Hearing Date: November 6, 2014
 Advertised Council Hearing Date: November 24, 2014

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:
 None

Property owner notices mailed: Five
 Contacts in support: None
 Contacts in opposition: One
 Inquiry contacts: None

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North (across Rock Prairie Road West)	Restricted Suburban	RS Restricted Suburban	Vacant
South	Restricted Suburban	R Rural	Vacant
East (across Holleman Drive South)	Urban	(N/A) ETJ Extraterritorial Jurisdiction	Manufactured Home Park
West	Restricted Suburban	R Rural	Driving Range

DEVELOPMENT HISTORY

Annexation: March 2008
Zoning: A-O Agricultural Open upon annexation (2008)
 Renamed R Rural (2013)
Final Plat: August 2010
Site development: Undeveloped



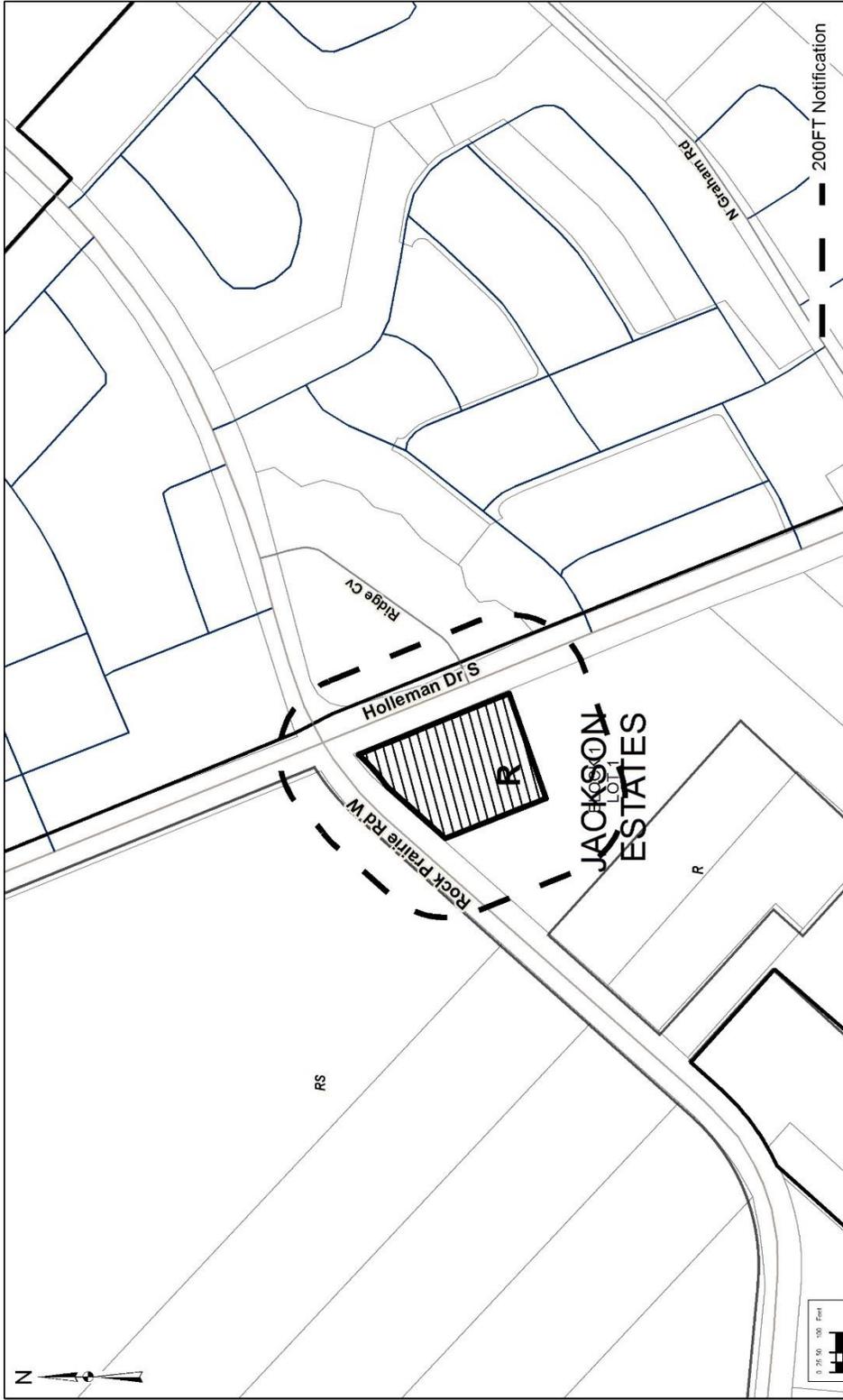
REZONING

Case: 14-259

HOLLEMAN DR & ROCK PRAIRIE RD W

DEVELOPMENT REVIEW





Zoning Districts

R	Rural	R-4	Multi-Family	BPI	Business Park Industrial	PDD	Planned Development District
E	Estate	R-6	High Density Multi-Family	NAP	Natural Areas Protected	WPC	Wolf Pen Creek Dev. Corridor
RS	Restricted Suburban	MHP	Manufactured Home Park	C-3	Light Commercial	NG-1	Core Northgate
GS	General Suburban	O	Office	M-1	Light Industrial	NG-2	Transitional Northgate
R-1B	Single Family Residential	SC	Suburban Commercial	M-2	Heavy Industrial	NG-3	Residential Northgate
D	Duplex	GC	General Commercial	C-U	College and University	OV	Corridor Overlay
T	Townhouse	CI	Commercial-Industrial	R & D	Research and Development	RDD	Redevelopment District
		BP	Business Park	P-MUD	Planned Mixed-Use Development	KO	Krensek Tap Overlay



DEVELOPMENT REVIEW

HOLLEMAN DR & ROCK PRAIRIE RD W

Case: 14-259

REZONING

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 12-4.2, "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 SC SUBURBAN COMMERCIAL FOR 2.236 ACRES BEING A PORTION OF LOT 1, BLOCK 1, JACKSON ESTATES, PHASE ONE, ACCORDING TO THE PLAT RECORDED IN VOLUME 9762, PAGE 159 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS AND BEING THE SAME TRACT OF LAND AS DESCRIBED BY A DEED TO THE JH DRIVING RANGE, LLC RECORDED IN VOLUME 9816, PAGE 120 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, GENERALLY LOCATED AT THE SOUTHWEST CORNER OF ROCK PRAIRIE ROAD WEST AND HOLLEMAN DRIVE SOUTH; 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 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", and as shown graphically in Exhibit "B" and Exhibit "C", 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 Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its 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 24th day of November, 2014

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

City Attorney

EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property as described by metes and bounds is rezoned from R Rural to SC Suburban Commercial:

**METES AND BOUNDS DESCRIPTION
OF A
2.236 ACRE TRACT
PETER NORTON SURVEY, A-186
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE PETER NORTON SURVEY, ABSTRACT NO. 186, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF LOT 1, BLOCK 1, JACKSON ESTATES, PHASE ONE ACCORDING TO THE PLAT RECORDED IN VOLUME 9762, PAGE 159 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS AND BEING THE SAME TRACT OF LAND AS DESCRIBED BY A DEED TO THE JH DRIVING RANGE, LLC RECORDED IN VOLUME 9816, PAGE 120 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT A 1/2 INCH IRON ROD FOUND ON THE SOUTHEAST LINE OF ROCK PRAIRIE ROAD WEST AND THE SOUTHWEST LINE OF HOLLEMAN DRIVE S. MARKING THE NORTH CORNER OF SAID LOT 1. FOR REFERENCE, THE CITY OF COLLEGE STATION GPS MONUMENT NO. 117 BEARS: N 65° 26' 58" E FOR A DISTANCE OF 1523.41 FEET;

THENCE: S 22° 03' 48" E ALONG THE SOUTHWEST LINE OF HOLLEMAN DRIVE S. FOR A DISTANCE OF 412.16 FEET (PLAT CALL AND MEASURED BEARING, 9762/159) TO A 1/2 INCH IRON ROD SET MARKING THE EAST CORNER OF THIS HEREIN DESCRIBED TRACT. FOR REFERENCE, A 1/2 INCH IRON ROD FOUND MARKING THE EAST CORNER OF SAID LOT 1 BEARS: S 22° 03' 48" E FOR A DISTANCE OF 563.06 FEET;

THENCE: THROUGH SAID LOT 1 FOR THE FOLLOWING CALLS:

S 70° 43' 07" W FOR A DISTANCE OF 280.82 FEET TO A 1/2 INCH IRON ROD SET;

N 21° 50' 36" W FOR A DISTANCE OF 274.10 FEET TO A 1/2 INCH IRON ROD SET ON THE NORTHWEST LINE OF SAID LOT 1 AND THE SOUTHEAST LINE OF ROCK PRAIRIE ROAD WEST. FOR REFERENCE, A 1/2 INCH IRON ROD FOUND MARKING THE NORTHWEST CORNER OF SAID LOT 1 BEARS: S 41° 46' 38" W FOR A DISTANCE OF 565.05 FEET (PLAT CALL AND MEASURED BEARING, 9762/159);

THENCE: N 41° 46' 38" E ALONG THE NORTHWEST LINE OF SAID LOT 1 FOR A DISTANCE OF 199.04 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 500.00 FEET;

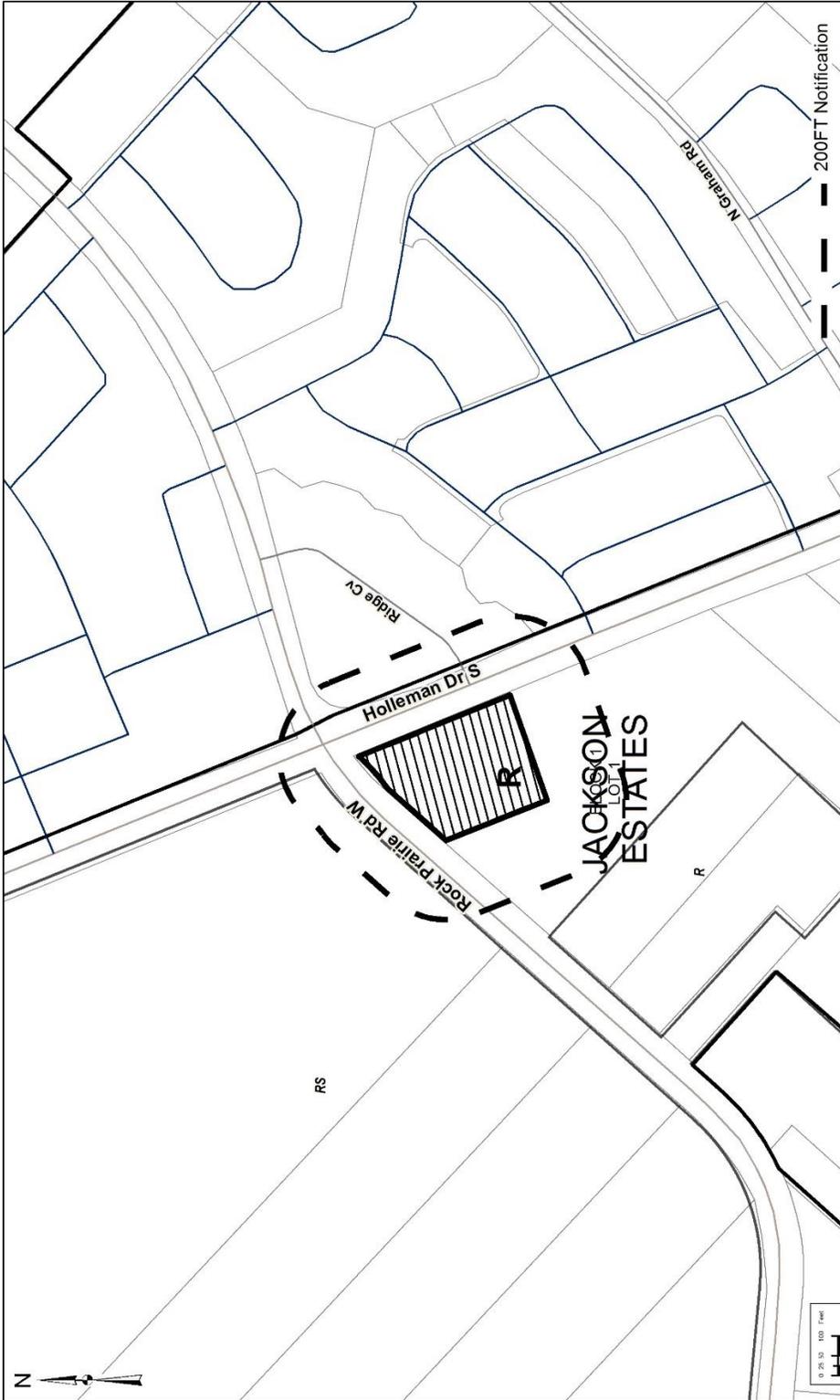
THENCE: ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12° 18' 49" FOR AN ARC DISTANCE OF 107.46 FEET (CHORD BEARS: N 47° 56' 02" E - 107.25 FEET, PLAT CALL AND MEASURED, 9762/159) TO THE **POINT OF BEGINNING** CONTAINING 2.236 ACRES OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND SEPTEMBER, 2014. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED BY GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

C:/WORK/MAB/14-710
REVISED 10-15-14



EXHIBIT "B"



Zoning Districts	R-4	Multi-Family	BPI	BPD	PDD	Planned Development District
R	Rural	High Density Multi-Family	NAP	WPC	WPC	Planned Development District
E	R-6	Manufactured Home Park	C-3	NG-1	Wolf Pen Creek Dev. Corridor	
RS	MHP	Office	M-1	NG-2	Core Northgate	
GS	O	Suburban Commercial	M-2	NG-3	Transitional Northgate	
R-1B	SC	General Commercial	C-U	OV	Residential Northgate	
D	GC	Commercial-Industrial	R & D	RDD	Corridor Overlay	
T	CI	Business Park	P-MUD	KO	Redevelopment District	
	BP				Krenkek Tap Overlay	

	DEVELOPMENT REVIEW	HOLLEMAN DR & ROCK PRAIRIE RD W	Case: 14-259	REZONING
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Legislation Details (With Text)

File #:	14-844	Version:	1	Name:	Annex Hookah Lounge Conditional Use Permit - Use Only
Type:	Rezoning	Status:		Status:	Agenda Ready
File created:	11/10/2014	In control:		In control:	City Council Regular
On agenda:	11/24/2014	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action, and discussion on a Conditional Use Permit for a Night Club/Bar/Tavern, more specifically the Annex Hookah Lounge, consisting of approximately 2,426 square feet of the Park Place Shopping Plaza being Park Place, Block 1, Lot 1, generally located at 2501 Texas Avenue South, Suite C-107, more generally located at the southeast corner of Texas Avenue South and Southwest Parkway.				
Sponsors:	Jessica Bullock				
Indexes:					
Code sections:					
Attachments:	Background Sam and Aerial Ordinance				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion on a Conditional Use Permit for a Night Club/Bar/Tavern, more specifically the Annex Hookah Lounge, consisting of approximately 2,426 square feet of the Park Place Shopping Plaza being Park Place, Block 1, Lot 1, generally located at 2501 Texas Avenue South, Suite C-107, more generally located at the southeast corner of Texas Avenue South and Southwest Parkway.

Relationship to Strategic Goals:

- Diverse Growing Economy

Recommendation(s): The Planning and Zoning Commission considered this item at their November 6, 2014 meeting and voted 5-0 to recommend approval of the rezoning. Staff also recommends approval.

Summary: This request is for a conditional use permit - use only for a hookah lounge in a 2,426 tenant lease space of the Park Place Shopping Center.

The Unified Development Ordinance provides the following review criteria for conditional use permits:

REVIEW CRITERIA

1. The proposed use shall meet the purpose and intent of the Unified Development Ordinance (UDO) and meet all minimum standards for this type of use per the UDO.

The applicant will be located in the Park Place Plaza Shopping center, in an existing tenant space. The applicant is not proposing any changes to the building exterior or site plan so it will

meet all minimum standards. The proposed use requires a Conditional Use Permit to be located in GC General Commercial zoning.

- 2. The proposed use shall be consistent with the development policies and goals and objectives as embodied in the Comprehensive Plan for development in the City.**
The subject tract is shown on the Comprehensive Plan Future Land Use and Character Map as Urban which allows for general commercial uses.
- 3. The proposed use shall not be detrimental to the health, welfare, or safety of the surrounding neighborhood or its occupants, not be substantially or permanently injurious to neighboring property.** The approximate distance to the nearest church is 400 feet, child care facility is 300 feet, and residential property is 300 feet using shortest distance. The applicant estimates that the noise levels will be between 30 and 45 d.b.a as heard from all property lines which meets the code limits of 55-65 d.b.a. The hours of operations will be from noon to midnight on Sunday through Thursday and noon to 2 a.m. on Friday and Saturday. The applicant anticipates there will be 3 initial employees. There will be no sales of alcoholic beverages and no one under the age of 18 will be admitted.
- 4. The proposed site plan and circulation plan shall be harmonious with the character of the surrounding area.** The applicant will go into an existing lease space. The building façade and site will not be altered.
- 5. The proposed use shall not negatively impact existing uses in the area or in the City through impacts on public infrastructure such as roads, parking facilities, electrical, or water and sewer systems, or on public services such as police and fire protection, solid waste collection, or the ability of existing infrastructure and services to adequately provide services.** This use will not negatively impact public infrastructure or services beyond what is expected in GC General Commercial. The shopping plaza is still under the allowable percentage of intense commercial uses.
- 6. The proposed use shall not negatively impact existing uses in the area or in the City.** Existing uses in the shopping center include a coffee house, gun store, Korean restaurant, pregnancy outreach center, tutoring facility, bar, massage parlor, and nail salon. The addition of this use will not negatively impact what is existing.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Aerial & Small Area Map (SAM)
3. Ordinance

NOTIFICATIONS

Advertised Commission Hearing Date: November 6, 2014
 Advertised Council Hearing Date: November 24, 2014

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

Oak Forest Home Park

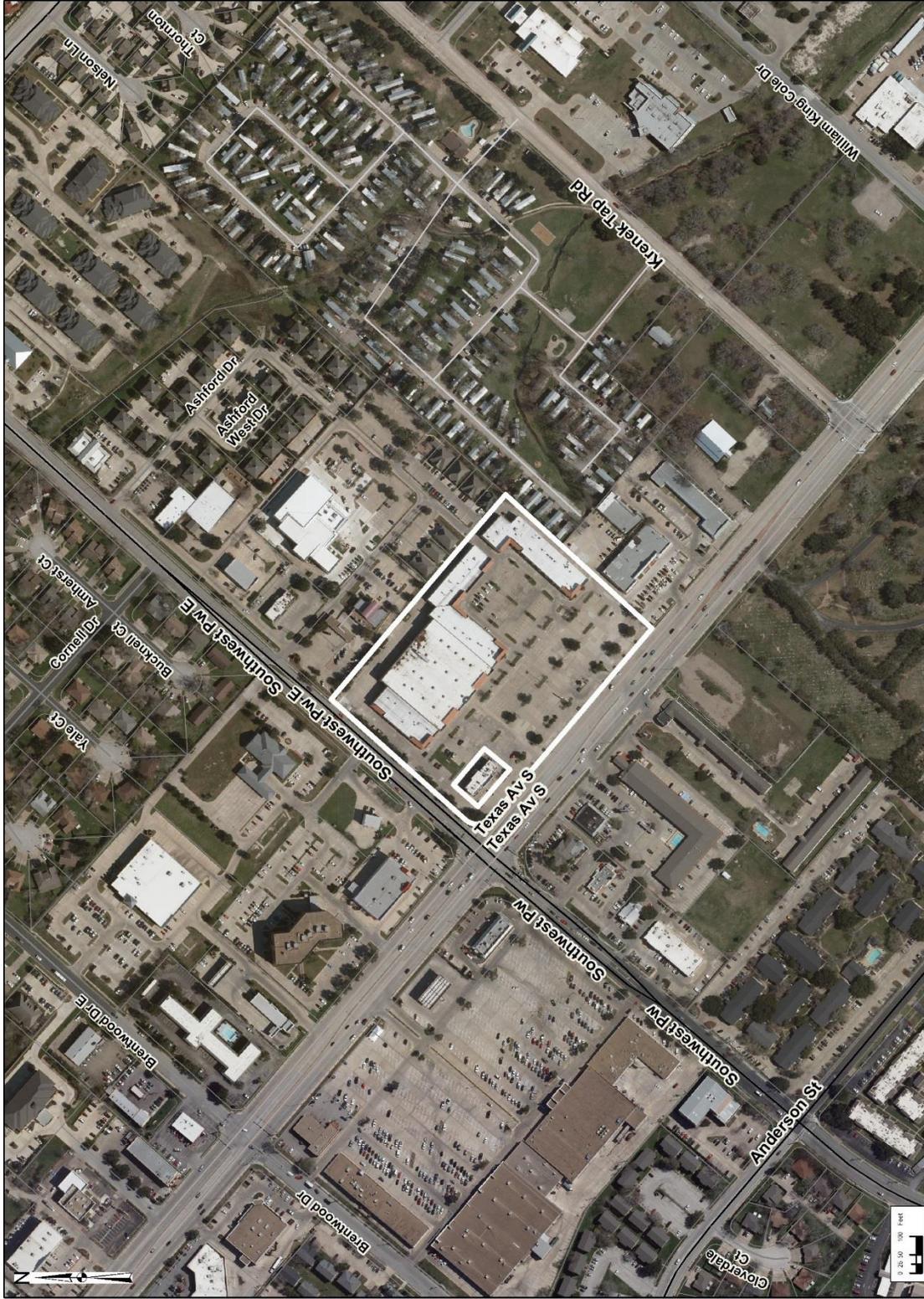
Property owner notices mailed: 23
 Contacts in support: None
 Contacts in opposition: None
 Inquiry contacts: None

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North (across Southwest Parkway)	General Commercial	GC General Commercial	Retail and Service, Bank
South	Urban	GC General Commercial and MHP Manufactured Home Park with the Krenek Tap Overlay	Manufactured Home Park and Shopping Center
East	Urban	GC General Commercial	Bank, Offices
West (across Texas Avenue South)	General Commercial	GC General Commercial	Hotel, Personal Service Shop, Restaurant

DEVELOPMENT HISTORY

Annexation: May 1969
Zoning: C-1 General Commercial (1982)
 Renamed GC General Commercial (2012)
Final Plat: June 1984
Site development: Shopping Center



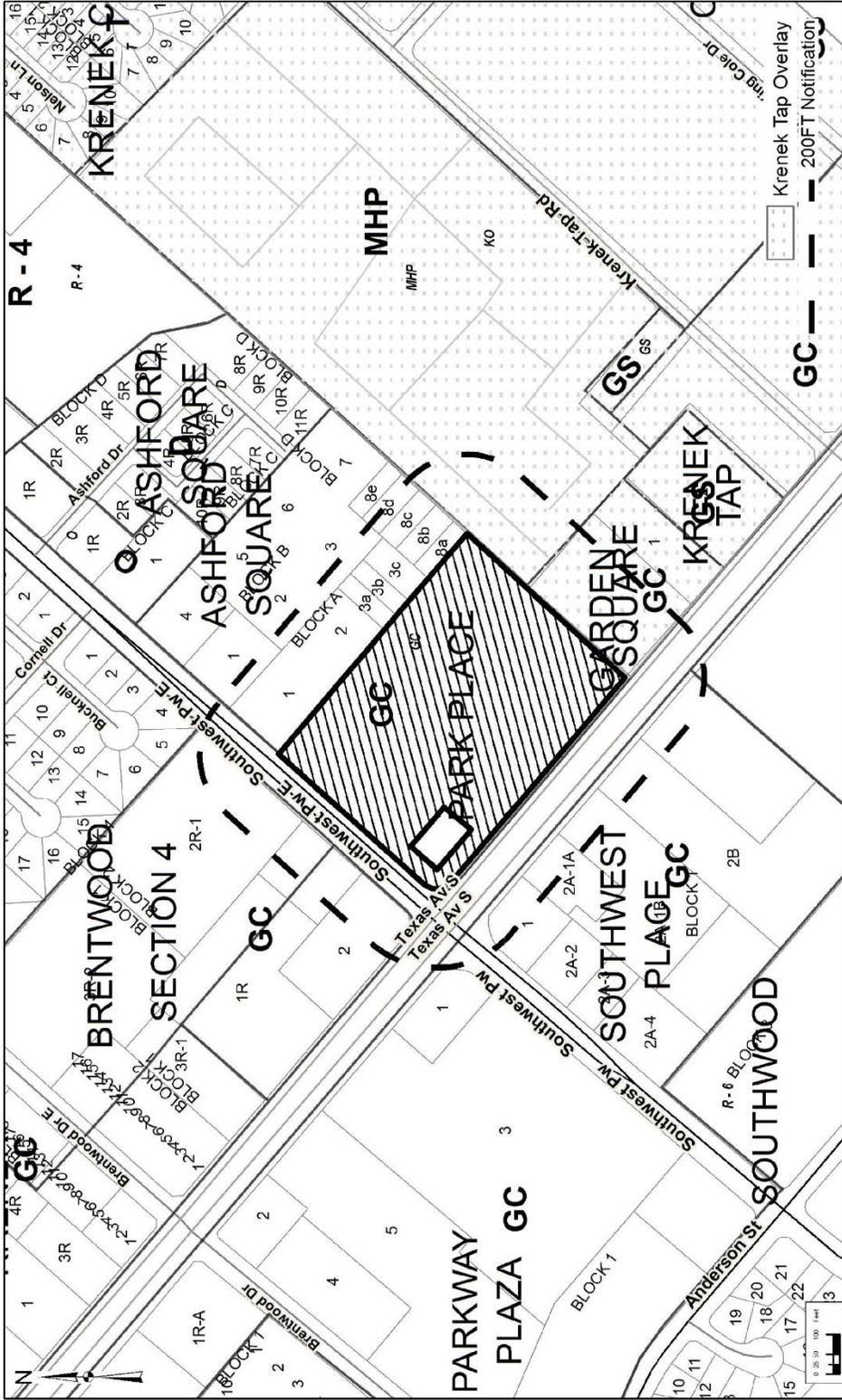
CONDITIONAL USE

Case: 14-249

THE ANNEX HOOKAH LOUNGE

DEVELOPMENT REVIEW





Zoning Districts

R	Rural	R-4	Multi-Family	BPI	Business Park Industrial	PDD	Planned Development District
E	Estate	R-6	High Density Multi-Family	NAP	Natural Areas Protected	WFC	Wolf Pen Creek Dev. Corridor
RS	Restricted Suburban	MHP	Manufactured Home Park	C-3	Light Commercial	NG-1	Core Northgate
GS	General Suburban	O	Office	M-1	Light Industrial	NG-2	Transitional Northgate
R-1B	Single Family Residential	SC	Suburban Commercial	M-2	heavy Industrial	NG-3	Residential Northgate
D	Duplex	GC	General Commercial	C-U	College and University	OV	Corridor Overlay
T	Townhouse	CI	Commercial-Industrial	R & D	Research and Development	RDD	Redevelopment District
		BP	Business Park	P-MJD	Planned Mixed-Use Development	KO	Krenek Tap Overlay

DEVELOPMENT REVIEW

THE ANNEX HOOKAH LOUNGE

CONDITIONAL USE

Case: 14-249

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE", SECTION 12-3.16, "DEVELOPMENT REVIEW PROCEDURES, CONDITIONAL USE PERMIT", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING 2,426 SQUARE FEET OF THE PARK PLACE SHOPPING PLAZA BEING PARK PLACE, BLOCK 1, LOT 1, GENERALLY LOCATED AT 2501 TEXAS AVENUE SOUTH, SUITE C-107, MORE GENERALLY LOCATED AT THE SOUTHEAST CORNER OF TEXAS AVENUE SOUTH AND SOUTHWEST PARKWAY; 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 12, "Unified Development Ordinance", Section 12-3.16, "Development Review Procedures, Conditional Use Permit", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A" and "B", attached hereto and made a part of this ordinance for all purposes.

PART 2: 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 Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its 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 24th day of November 2014.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

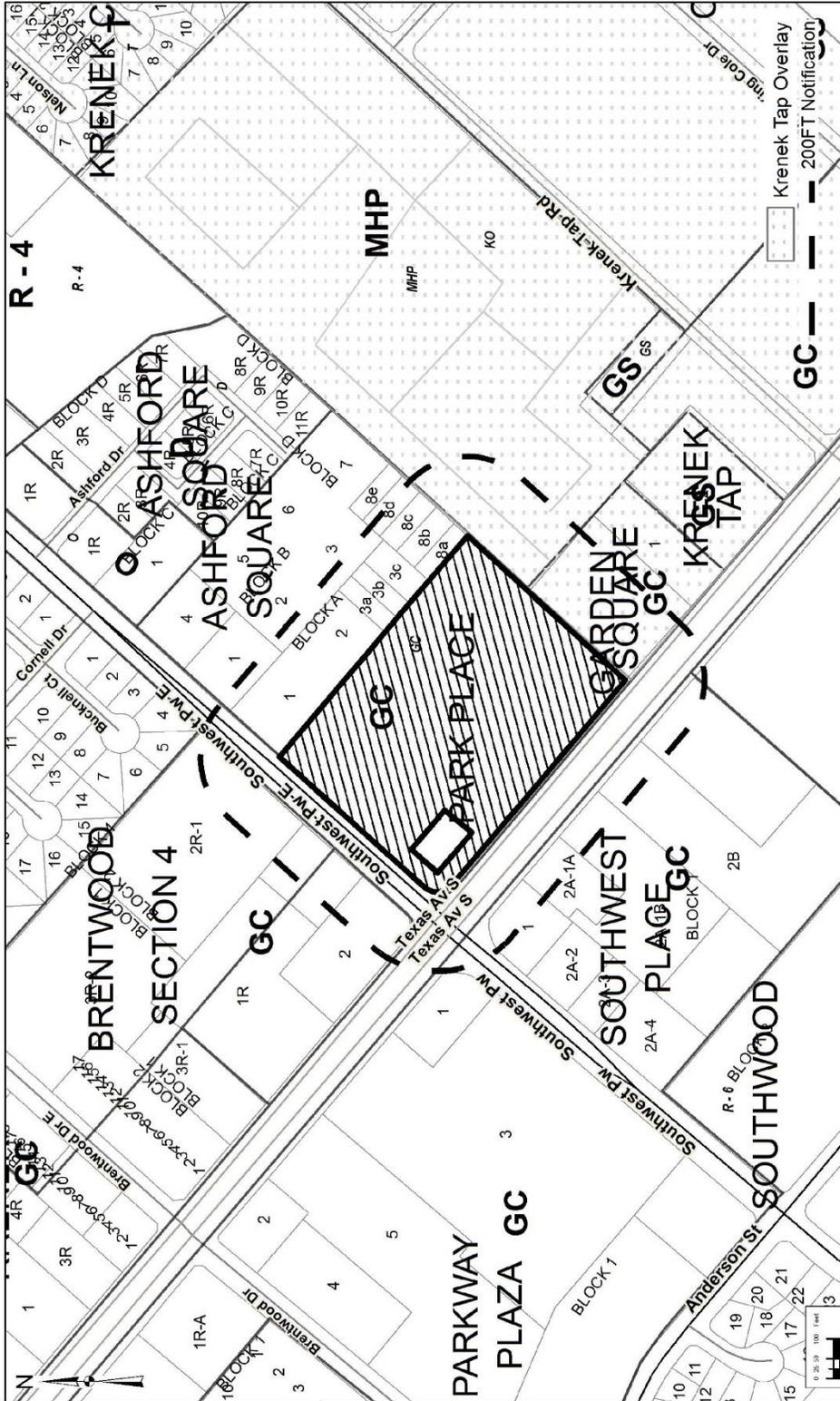
City Attorney

EXHIBIT "A"

That the Official Zoning Map of the City of College Station, Section 12-3.16, "Development Review Procedures, Conditional Use Permit", of Chapter 12, "Unified Development Ordinance", is hereby amended as follows:

That a Conditional Use Permit is hereby granted for a Nightclub/Bar/Tavern as provided for in Chapter 12, "Unified Development Ordinance", Section 12-3.16, "Development Review Procedures, Conditional Use Permit", of the Code of Ordinances of the City of College Station. The property located at 2501 Texas Avenue South, Suite C-107 is granted a Conditional Use Permit for a smoke shop, more specifically a hookah lounge to be located in a 2,426 square foot lease space. Sale of alcoholic beverages are prohibited.

EXHIBIT "B"



Zoning District	Planned Development District	BPI	Business Park Industrial	PDD
R - 4	WFC	NAP	Business Park Industrial	WFC
R - 6	NG - 1	C - 3	Natural Areas Protected	NG - 1
MHP	NG - 2	M - 1	Light Commercial	NG - 2
O	NG - 3	M - 2	Heavy Industrial	NG - 3
SC	OV	C - J	College and University	OV
GC	RDD	R & D	Research and Development	RDD
CI	KO	P-MUD	Planned Mixed-Use Development	KO
BP				

	DEVELOPMENT REVIEW	THE ANNEX HOOKAH LOUNGE	Case: 14-249	CONDITIONAL USE
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Legislation Details (With Text)

File #: 14-845 **Version:** 1 **Name:** Skyway Towers Conditional Use Permit - Use & Site
Type: Rezoning **Status:** Agenda Ready
File created: 11/10/2014 **In control:** City Council Regular
On agenda: 11/24/2014 **Final action:**

Title: Public Hearing, presentation, possible action, and discussion regarding a Conditional Use Permit for a wireless telecommunications facility on approximately 0.127 acres being the location of a 1,600 square foot wireless tower lease tract being out of a tract of land containing 2.58 acres, more or less, in the Robertson Stevenson, Abstract 54, College Station, Brazos County, Texas, being all of Graham Road Industrial Park, Phase 1, according to the map or plat recorded in volume 9724, page 232 B.C.M.R., as conveyed to Faith Investments, by Warranty Deed with Vendor's lien dated May 20, 2010 and recorded in volume 9635, page 112 of the Brazos County Deed Records, generally located at 727 Graham Rd A, more generally located near the northeast corner of Graham Road and Victoria Avenue.

Sponsors: Jessica Bullock

Indexes:

Code sections:

Attachments: [Background](#)
[Sams and Aerials](#)
[Ordinance](#)

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding a Conditional Use Permit for a wireless telecommunications facility on approximately 0.127 acres being the location of a 1,600 square foot wireless tower lease tract being out of a tract of land containing 2.58 acres, more or less, in the Robertson Stevenson, Abstract 54, College Station, Brazos County, Texas, being all of Graham Road Industrial Park, Phase 1, according to the map or plat recorded in volume 9724, page 232 B.C.M.R., as conveyed to Faith Investments, by Warranty Deed with Vendor's lien dated May 20, 2010 and recorded in volume 9635, page 112 of the Brazos County Deed Records, generally located at 727 Graham Rd A, more generally located near the northeast corner of Graham Road and Victoria Avenue.

Relationship to Strategic Goals:

- Diverse Growing Economy

Recommendation(s): The Planning and Zoning Commission considered this item at their November 6, 2014 meeting and voted 5-0 to recommend approval of the rezoning. Staff also recommends approval.

Summary: This request is for a conditional use permit - use and site to build a 150-foot tall wireless telecommunications tower.

The Unified Development Ordinance provides the following review criteria for conditional use permits:

REVIEW CRITERIA

1. The proposed use shall meet the purpose and intent of the Unified Development Ordinance (UDO) and meet all minimum standards for this type of use per the UDO.

The applicant has met all minimum standards per the UDO for a major wireless telecommunications tower. The applicant has provided documentation showing that since 2010, they have searched for properties in the "T-Mobile Search Ring" that will allow them to meet a gap in service needs. This site was chosen because there are no existing structures within the T-Mobile Search Ring to collocate T-Mobile antennas, it is technologically feasible, leasable, and buildable. The tower will be constructed to allow the collocation of four telecommunications providers.

2. The proposed use shall be consistent with the development policies and goals and objectives as embodied in the Comprehensive Plan for development in the City. The subject tract is shown on the Comprehensive Plan Future Land Use and Character Map as Business Park. This land use designation is generally for areas that include office, research, or industrial uses planned and developed as a unified project.

3. The proposed use shall not be detrimental to the health, welfare, or safety of the surrounding neighborhood or its occupants, not be substantially or permanently injurious to neighboring property. The applicant is looking to improve overall coverage including indoor coverage and adding capacity to prevent dropped calls. The tower is required to provide sufficient uninterrupted "coverage and capacity" for data, mobile service and 911 emergency calls. It is approximately 430 feet from neighboring GS General Suburban zoning and 270 feet from the residential structure to the Northwest. These distances exceed the minimum requirements of the UDO.

4. The proposed site plan and circulation plan shall be harmonious with the character of the surrounding area. The proposed tower will be located approximately 380 feet from Graham Road with the base being screened by a 6-foot fence. Access will be from an existing driveway on the site. It will be located in the M-2 Heavy Industrial zoning district allowing it to be harmonious with the character of what would be permitted in the immediate surrounding area.

5. The proposed use shall not negatively impact existing uses in the area or in the City through impacts on public infrastructure such as roads, parking facilities, electrical, or water and sewer systems, or on public services such as police and fire protection, solid waste collection, or the ability of existing infrastructure and services to adequately provide services. The proposed tower will be an unmanned facility which will not require either water or wastewater service and because the maintenance and operation of the tower facility will average approximately one truck trip per month (after construction and installation of the collocation antennas and equipment), the tower will have minimal impact on the surrounding infrastructure or public services.

6. The proposed use shall not negatively impact existing uses in the area or in the City. The M-2 Heavy Industrial zoning district provides land for manufacturing and industrial activities with generation of nuisance characteristics greater than activities permitted in the CI Commercial Industrial and M-1 Light Industrial zoning districts. The applicant is seeking the tallest tower allowed by the ordinance, located in an open, visible area near residential property and may

negatively impact existing uses in the area due to the proposed tower's visibility from the right-of-way and residential properties.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Aerial & Small Area Map (SAM)
3. Ordinance

NOTIFICATIONS

Advertised Commission Hearing Date: November 6, 2014
 Advertised Council Hearing Date: November 24, 2014

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

Edelweiss Estates

Property owner notices mailed: 15
 Contacts in support: None
 Contacts in opposition: None
 Inquiry contacts: None

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Business Park	M-1 Light Industrial	Vacant
South (across Graham Road)	General Suburban	GS General Suburban	Single-family
East	Business Park	M-2 Heavy Industrial	Geochemical and environmental research
West	Business Park	M-2 Heavy Industrial	Church

DEVELOPMENT HISTORY

Annexation: March 1992
Zoning: A-O Agriculture Open upon annexation (1992)
 M-2 Heavy Industrial (1993)
Final Plat: June 2010
Site development: Office



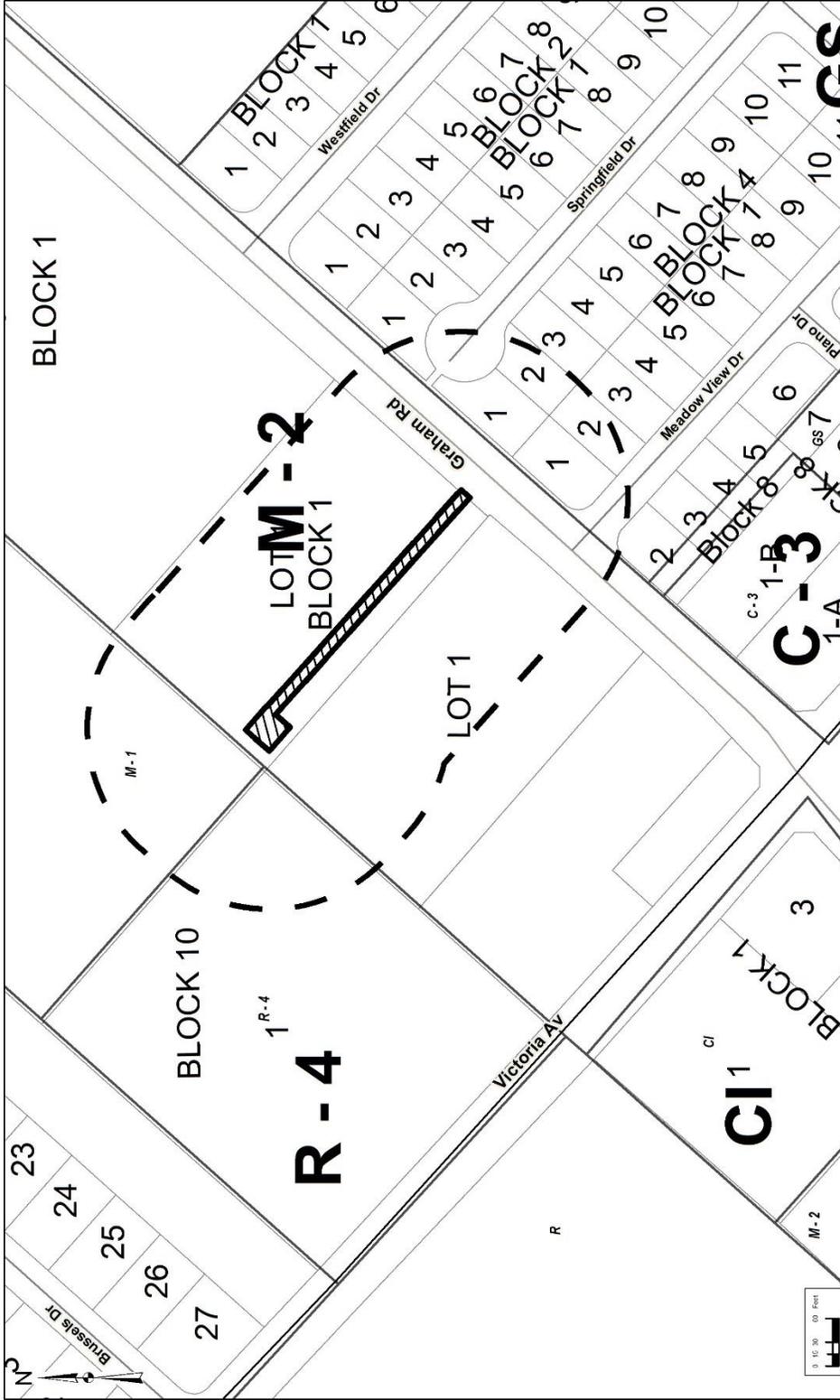
Case: 14-232

SKYWAY TOWERS

DEVELOPMENT REVIEW

CONDITIONAL USE





Zoning Districts

R	Rural	BPI	Business Park Industrial	PDD	Planned Development District
E	Estate	NAP	Natural Areas Protected	WPC	Wolf Pen Creek Dev. Corridor
RS	Restricted Suburban	C-3	Light Commercial	NG-1	Core Northgate
GS	General Suburban	M-1	Light Industrial	NG-2	Transitional Northgate
R-1B	Single Family Residential	M-2	Heavy Industrial	NG-3	Residential Northgate
D	Duplex	C-U	College and University	OV	Corridor Overlay
T	Townhouse	R & D	Research and Development	RDD	Redevelopment District
		P-MUD	Planned Mixed-Use Development	KO	Krenek Tap Overlay

	DEVELOPMENT REVIEW	SKYWAY TOWERS	Case: 14-232
CONDITIONAL USE			

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE", SECTION 12-3.16, "DEVELOPMENT REVIEW PROCEDURES, CONDITIONAL USE PERMIT", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING APPROXIMATELY 0.127 ACRES BEING THE LOCATION OF A 1,600 SQUARE FOOT WIRELESS TOWER LEASE TRACT BEING OUT OF A TRACT OF LAND CONTAINING 2.58 ACRES, MORE OR LESS, IN THE ROBERTSON STEVENSON, ABSTRACT 54, COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING ALL OF GRAHAM ROAD INDUSTRIAL PARK, PHASE 1, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 9724, PAGE 232 B.C.M.R., AS CONVEYED TO FAITH INVESTMENTS, BY WARRANTY DEED WITH VENDOR'S LIEN DATED MAY 20, 2010 AND RECORDED IN VOLUME 9635, PAGE 112 OF THE BRAZOS COUNTY DEED RECORDS, GENERALLY LOCATED AT 727 GRAHAM RD A, MORE GENERALLY LOCATED NEAR THE NORTHEAST CORNER OF GRAHAM ROAD AND VICTORIA AVENUE; 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 12, "Unified Development Ordinance", Section 12-3.16, "Development Review Procedures, Conditional Use Permit", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", "B", "C", "D", and "E" attached hereto and made a part of this ordinance for all purposes.

PART 2: 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 Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its 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 24th day of November 2014.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

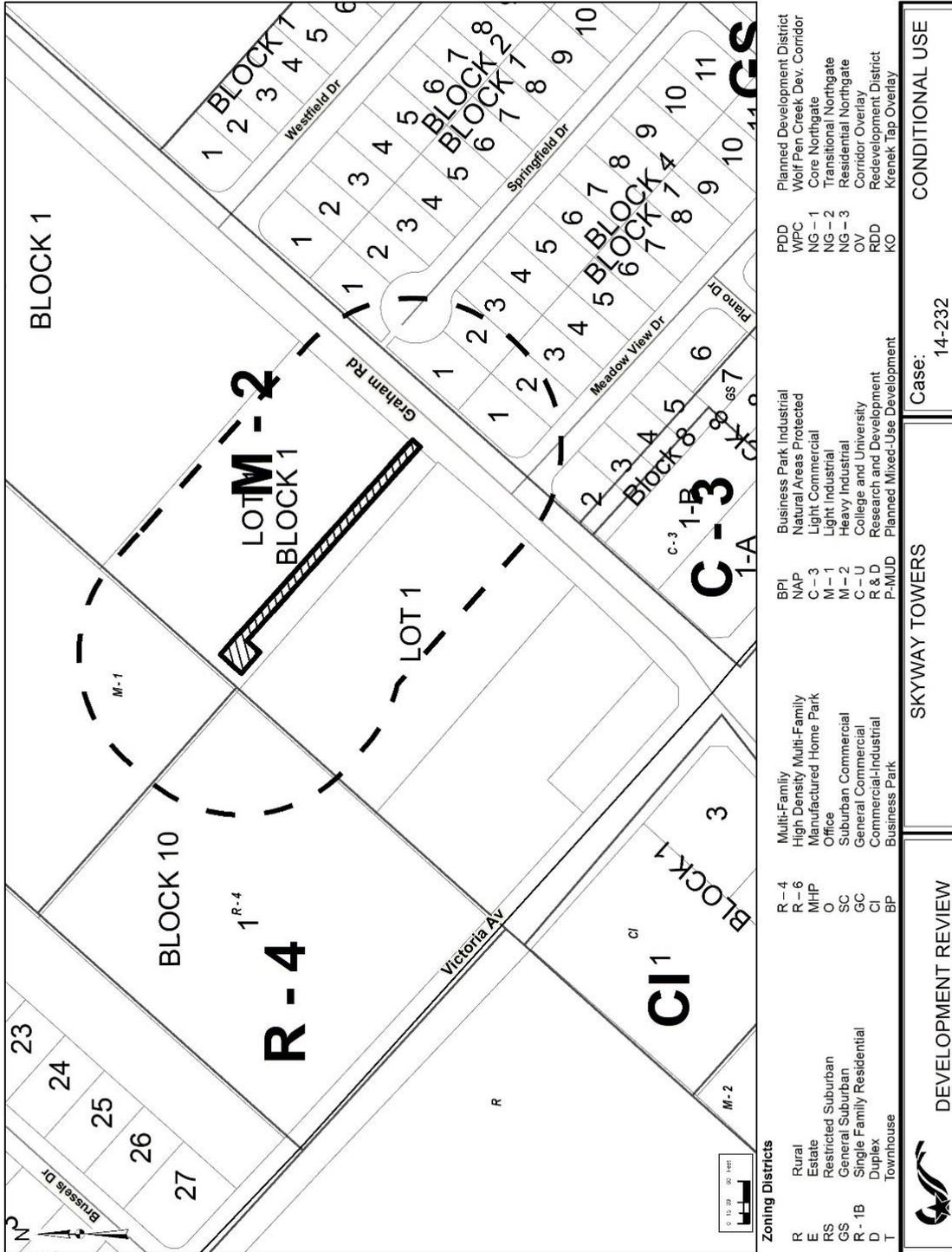
City Attorney

EXHIBIT "A"

That the Official Zoning Map of the City of College Station, Section 12-3.16, "Development Review Procedures, Conditional Use Permit", of Chapter 12, "Unified Development Ordinance", is hereby amended as follows:

That a Conditional Use Permit is hereby granted for a major wireless telecommunications facility as provided for in Chapter 12, "Unified Development Ordinance", Section 12-3.16, "Development Review Procedures, Conditional Use Permit", of the Code of Ordinances of the City of College Station. The property located at 727 Graham Road A is granted a Conditional Use Permit for a 150-foot tall wireless telecommunications facility on a 1,600 square foot least tract of the 2.58 acre tract. The site plan is approved as shown in exhibits "C", "D", and "E".

EXHIBIT "B"





Legislation Details (With Text)

File #:	14-846	Version:	1	Name:	Rio Grande Townhomes Rezoning
Type:	Rezoning	Status:		Status:	Agenda Ready
File created:	11/10/2014	In control:		In control:	City Council Regular
On agenda:	11/24/2014	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action and discussion regarding an amendment to 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 C-3 Light Commercial, T Townhouse, and R Rural to T Townhouse and NAP Natural Areas Protected for a 7.236 acre tract for the being in the Crawford Burnett League, Abstract No. 7, College Station, Brazos County, Texas said tract being a portion of a called 7.236 acre tract as described by a deed to Unisource Real Estate Investments, LLC recorded in Volume 7960, Page 67 of the Official Public Records of Brazos County, Texas, generally located at 2021 Harvey Mitchell Parkway South.				
Sponsors:	Gerardo Cuaron				
Indexes:					
Code sections:					
Attachments:	Background Sam and Aerial RioGrandeOrdinance.pdf				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action and discussion regarding an amendment to 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 C-3 Light Commercial, T Townhouse, and R Rural to T Townhouse and NAP Natural Areas Protected for a 7.236 acre tract for the being in the Crawford Burnett League, Abstract No. 7, College Station, Brazos County, Texas said tract being a portion of a called 7.236 acre tract as described by a deed to Unisource Real Estate Investments, LLC recorded in Volume 7960, Page 67 of the Official Public Records of Brazos County, Texas, generally located at 2021 Harvey Mitchell Parkway South.

Relationship to Strategic Goals:

- Diverse Growing Economy

Recommendation(s): The Planning and Zoning Commission considered this item at their November 6, 2014 meeting and voted 5-0 to recommend approval of the rezoning. Staff also recommends approval.

Summary: This request is to rezone the subject property from C-3 Light Commercial, T Townhouse, and R Rural to T Townhouse and NAP Natural Areas Protected.

The Unified Development Ordinance provides the following review criteria for zoning map amendments:

REVIEW CRITERIA

1. Consistency with the Comprehensive Plan: The subject parcel and surrounding parcels are shown on the Comprehensive Future Land Use and Character Map as Urban and Natural Areas-Reserved. Urban is generally for areas that should have a very intense level of development activities. These areas will tend to consist of townhomes, duplexes, and high-density apartments. Natural Areas-Reserved is generally for areas that represent a constraint to development and that should be preserved for their natural function or open space qualities. The subject property is part of the South Knoll Area Neighborhood Plan, adopted by City Council in September 2013. Through this effort, the neighborhood worked with Staff and recommended that any change to the land use of this area be discussed prior to moving forward through Planning & Zoning and the City Council. The current C-3 Light Commercial zoning is not consistent with the Comprehensive Plan. T Townhouse is appropriate for the current land use designation.

2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood: The rezoning request to T Townhouse and NAP Natural Areas Protected is compatible with existing zoning of the surrounding properties.

3. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment: T Townhouse is a district that is compatible with detached single family as well as adjacent commercial. The rear creek area is suitable for NAP Natural Areas Protected.

4. Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment: The current C-3 Light Commercial would allow a continuation of the existing strip commercial along Harvey Mitchell Parkway South. The proposed T Townhouse zoning would allow a townhouse development to have presence along Harvey Mitchell Parkway South.

5. Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment: The applicant has stated that the C-3 Light Commercial designation along the frontage of the property has made it difficult for the property to sell and develop. The stated intent is to develop townhouse-style apartments on the site.

6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use: There is an existing 24-inch water main available to serve the property, as well as, 21-inch and 6-inch sanitary sewer mains. Existing infrastructure with proposed modifications appear to be adequate for the proposed use. A portion of the property is FEMA designated floodplain; however, this area will be reserved from development with the requested Natural Areas Preserved zoning. Drainage and any other infrastructure required with site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines. Thoroughfare Plan identifies Harvey Mitchell Parkway South as a six-lane Major Arterial and is currently constructed as four-lanes with a center median and turn lanes. The amount of traffic produced by this development is minimal and should not have a detrimental impact on surrounding roadways. The applicant will need to obtain a driveway permit from the Texas Department of Transportation.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Aerial & Small Area Map (SAM)
3. Ordinance

NOTIFICATIONS

Advertised Commission Hearing Date: November 6, 2014
 Advertised Council Hearing Date: November 24, 2014

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

Augustine-Angelina HOA
 Lawyer Place HOA

Property owner notices mailed: 27
 Contacts in support: None at the time of this report.
 Contacts in opposition: None at the time of this report.
 Inquiry contacts: Two at the time of this report.

The applicant and developer held a meeting on December 11, 2013 at the City of College Station Fire Station #3 in which nearby property owners were invited. Six residents representing four households were present. Some of the residents expressed concerns about potential flooding, additional traffic, and lighting as a result of the proposed development. There were also concerns regarding buffering requirements between the development and single-family residences.

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Natural Areas Reserved, Neighborhood Conservation	GS General Suburban	Single-Family Residences
South (across Harvey Mitchell Parkway South)	Suburban Commercial	R-6 High-Density Multi-Family	Peace Lutheran Church Friends Congregational Church
East	Urban Suburban Commercial	R-6 High-Density Multi-Family GC General Commercial	Multi-Family development, commercial businesses
West	Natural Areas Reserved	R Rural, C-3 Light Commercial, GS General Suburban	Bee Creek CSU and BTU Electrical Substation

DEVELOPMENT HISTORY

Annexation: May 1969
Zoning: R-3 Townhome 1978, R Rural and C-3 Light Commercial (unknown)
Final Plat: Unplatted
Site development: Vacant

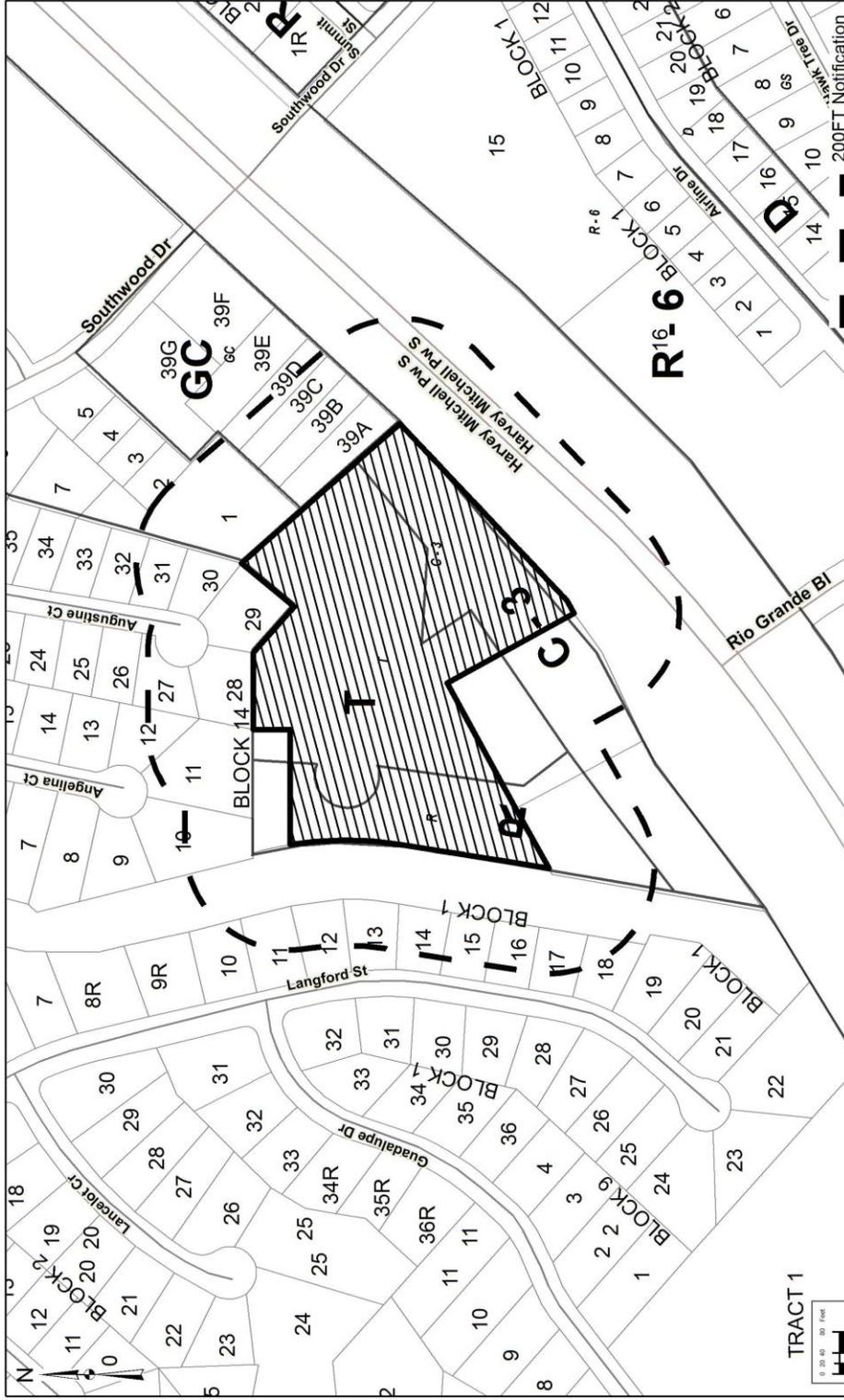


REZONING
Case: 14-206

RIO GRANDE TOWNHOMES

DEVELOPMENT REVIEW





Zoning Districts

R	Rural	R-4	Multi-Family	BPI	Business Park Industrial	PDD	Planned Development District
E	Estate	R-6	High Density Multi-Family	NAP	Natural Areas Protected	WPC	Wolf Pen Creek Dev. Corridor
RS	Restricted Suburban	MHP	Manufactured Home Park	C-3	Light Commercial	NG-1	Core Northgate
GS	General Suburban	O	Office	M-1	Light Industrial	NG-2	Transitional Northgate
R-1B	Single Family Residential	SC	Suburban Commercial	M-2	Heavy Industrial	NG-3	Residential Northgate
D	Duplex	GC	General Commercial	C-U	College and University	OV	Corridor Overlay
T	Townhouse	CI	Commercial-Industrial	R & D	Research and Development	RDD	Redevelopment District
		BP	Business Park	P-MUD	Planned Mixed-Use Development	KO	Krenek Tap Overlay



DEVELOPMENT REVIEW

RIO GRANDE TOWNHOMES

REZONING

Case: 14-206

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 12-4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM C-3 LIGHT COMMERCIAL, T TOWNHOUSE, AND R RURAL TO 6.664 ACRES OF T TOWNHOUSE AND 0.572 ACRES OF NAP NATURAL AREAS PROTECTED FOR THE PROPERTY BEING IN THE CRAWFORD BURNETT LEAGUE, ABSTRACT NO. 7, COLLEGE STATION, BRAZOS COUNTY, TEXAS SAID TRACT BEING A PORTION OF A CALLED 7.236 ACRE TRACT AS DESCRIBED BY A DEED TO UNISOURCE REAL ESTATE INVESTMENTS, LLC RECORDED IN VOLUME 7960, PAGE 67 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, GENERALLY LOCATED AT 2021 HARVEY MITCHELL PARKWAY SOUTH; 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 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", "B", and as shown graphically in Exhibit "C" 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 Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its 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 24th day of November, 2014

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property as described by metes and bounds is rezoned from R Rural to NAP Natural Areas Protected:

**METES AND BOUNDS DESCRIPTION
OF A
0.572 ACRE TRACT
CRAWFORD BURNETT LEAGUE, A-7
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE CRAWFORD BURNETT LEAGUE, ABSTRACT NO. 7, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 7.236 ACRE TRACT AS DESCRIBED BY A DEED TO UNISOURCE REAL ESTATE INVESTMENTS, LLC RECORDED IN VOLUME 7960, PAGE 37 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT A 5/8 INCH IRON ROD FOUND ON THE EAST LINE OF AN 80.00 FOOT WIDE DRAINAGE CHANNEL AS DESCRIBED IN VOLUME 335, PAGE 438 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, MARKING THE SOUTHWEST CORNER OF SAID 7.236 ACRE TRACT AND THE NORTHWEST CORNER OF A CALLED 0.63 ACRE TRACT AS DESCRIBED BY A DEED TO THE CITY OF COLLEGE STATION RECORDED IN VOLUME 1227, PAGE 277 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 09° 25' 43" E ALONG THE COMMON LINE OF SAID 7.236 ACRE TRACT AND SAID DRAINAGE CHANNEL FOR A DISTANCE OF 285.60 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 634.14 FEET;

THENCE: CONTINUING ALONG THE COMMON LINE OF SAID 7.236 ACRE TRACT AND SAID DRAINAGE CHANNEL AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19° 01' 38" FOR AN ARC DISTANCE OF 210.59 FEET (CHORD BEARS: N 00° 16' 16" E - 209.62 FEET) TO THE SOUTHWEST CORNER OF LOT 11R, BLOCK 14, SOUTHWOOD, SECTION 25, ACCORDING TO THE PLAT RECORDED IN VOLUME 9112, PAGE 737 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 89° 54' 02" E ALONG THE COMMON LINE OF SAID 7.236 ACRE TRACT AND SAID LOT 11R FOR A DISTANCE OF 63.40 FEET TO THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE: S 00° 08' 30" E THROUGH SAID 7.236 ACRE TRACT FOR A DISTANCE OF 193.62 FEET;

THENCE: S 15° 00' 00" W CONTINUING THROUGH SAID 7.236 ACRE TRACT FOR A DISTANCE OF 287.19 FEET TO THE COMMON LINE OF SAID 7.236 ACRE TRACT AND THE AFOREMENTIONED 0.63 ACRE TRACT;

THENCE: S 61° 32' 32" W ALONG THE COMMON LINE OF SAID 7.236 ACRE TRACT AND SAID 0.63 ACRE TRACT FOR A DISTANCE OF 42.46 FEET TO THE **POINT OF BEGINNING** CONTAINING 0.572 OF AN ACRE OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502
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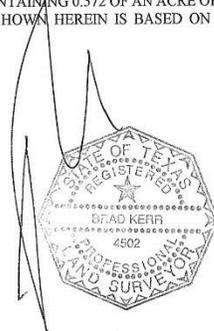


EXHIBIT "B"

The following property as described by metes and bounds is rezoned from C-3 Light Commercial, T Townhouse, and R Rural to T Townhouse:

**METES AND BOUNDS DESCRIPTION
OF A
6.664 ACRE TRACT
CRAWFORD BURNETT LEAGUE, A-7
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE CRAWFORD BURNETT LEAGUE, ABSTRACT NO. 7, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 7.236 ACRE TRACT AS DESCRIBED BY A DEED TO UNISOURCE REAL ESTATE INVESTMENTS, LLC RECORDED IN VOLUME 7960, PAGE 37 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT A CONCRETE RIGHT-OF-WAY MARKER FOUND ON THE NORTHWEST LINE OF FM 2818 (HARVEY MITCHELL PARKWAY - VARIABLE WIDTH R.O.W.) MARKING THE EAST CORNER OF SAID 7.236 ACRE TRACT AND THE SOUTH CORNER OF LOT 39A, BLOCK 14, SOUTHWOOD, SECTION 25, ACCORDING TO THE PLAT RECORDED IN VOLUME 507, PAGE 259 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 46°41' 38" W ALONG THE NORTHWEST LINE OF FM 2818 FOR A DISTANCE OF 463.40 FEET TO A CONCRETE RIGHT-OF-WAY MARKER FOUND MARKING AN ANGLE POINT IN SAID LINE;

THENCE: S 61° 48' 41" W CONTINUING ALONG THE NORTHWEST LINE OF FM 2818 FOR A DISTANCE OF 27.82 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE EAST CORNER OF A CALLED 275' X 275' TRACT AS DESCRIBED BY A DEED TO THE CITY OF COLLEGE STATION RECORDED IN VOLUME 488, PAGE 210 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 28° 27' 28" W ALONG THE COMMON LINE OF SAID 7.236 ACRE TRACT AND SAID CITY TRACT FOR A DISTANCE OF 275.00 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE NORTH CORNER OF SAID CITY TRACT;

THENCE: S 61° 32' 32" W CONTINUING ALONG THE COMMON LINE OF SAID 7.236 ACRE TRACT AND SAID CITY TRACT FOR A DISTANCE OF 359.76 FEET TO A POINT ON THE NORTH LINE OF A CALLED 0.63 ACRE TRACT AS DESCRIBED BY A DEED TO THE CITY OF COLLEGE STATION RECORDED IN VOLUME 1227, PAGE 277 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS, MARKING THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE: N 15° 00' 00" E THROUGH SAID 7.236 ACRE TRACT FOR A DISTANCE OF 287.19 FEET;

THENCE: N 00° 08' 30" W CONTINUING THROUGH SAID 7.236 ACRE TRACT FOR A DISTANCE OF 193.62 FEET TO THE COMMON LINE OF SAID 7.236 ACRE TRACT AND LOT 11R, BLOCK 14, SOUTHWOOD, SECTION 25, ACCORDING TO THE PLAT RECORDED IN VOLUME 9112, PAGE 737 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 89° 54' 02" E ALONG THE COMMON LINE OF SAID 7.236 ACRE TRACT AND SAID LOT 11R FOR A DISTANCE OF 155.35 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11R;

THENCE: N 00° 05' 58" E CONTINUING ALONG THE COMMON LINE OF SAID 7.236 ACRE TRACT AND SAID LOT 11R FOR A DISTANCE OF 70.00 FEET TO THE SOUTHWEST CORNER OF LOT 28, BLOCK 14, SOUTHWOOD, SECTION 25, ACCORDING TO THE PLAT RECORDED IN VOLUME 316, PAGE 687 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 89° 54' 02" E ALONG THE COMMON LINE OF SAID 7.236 ACRE TRACT AND SAID LOT 28 FOR A DISTANCE OF 145.95 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE COMMON CORNER OF SAID LOT 28 AND LOT 29, BLOCK 14 (PLAT 316/687);

THENCE: S 48° 07' 39" E ALONG THE COMMON LINE OF SAID 7.236 ACRE TRACT AND SAID LOT 29 FOR A DISTANCE OF 117.03 FEET TO A CONCRETE MONUMENT FOUND MARKING THE SOUTH CORNER OF SAID LOT 29;

THENCE: N 39° 51' 18" E CONTINUING ALONG THE COMMON LINE OF SAID 7.236 ACRE TRACT AND SAID LOT 29 FOR A DISTANCE OF 129.06 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE EAST CORNER OF SAID LOT 29 AND THE WEST CORNER OF LOT 38R, BLOCK 14, SOUTHWOOD, SECTION 25, ACCORDING TO THE PLAT RECORDED IN VOLUME 1292, PAGE 207 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 41° 15' 49" E ALONG THE COMMON LINE OF SAID 7.236 ACRE TRACT AND SAID LOT 38R AND THE AFOREMENTIONED LOT 39A FOR A DISTANCE OF 400.19 FEET TO THE **POINT OF BEGINNING** CONTAINING 6.664 ACRES OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

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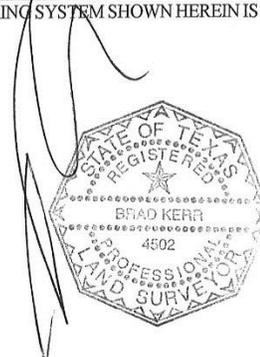
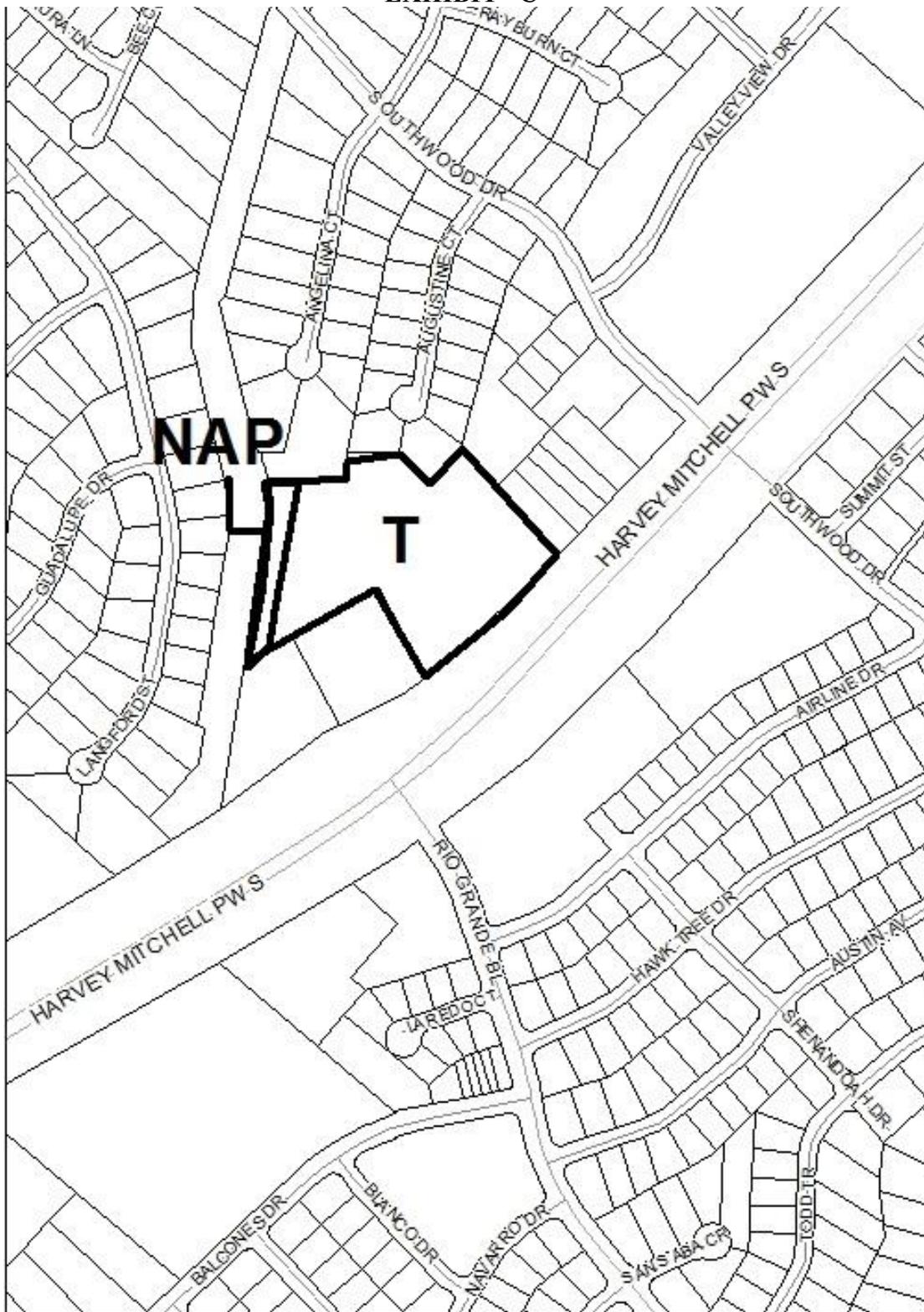


EXHIBIT "C"





Legislation Details (With Text)

File #: 14-797 **Version:** 1 **Name:** Oil and Gas Ordinance Update
Type: Presentation **Status:** Agenda Ready
File created: 10/27/2014 **In control:** City Council Regular
On agenda: 11/24/2014 **Final action:**
Title: Presentation, possible action, and discussion regarding an update to amend to Chapter 4, "Business Regulations," Section 13, "Oil and Gas Regulations," of the Code of Ordinances of the City of College Station, Texas.
Sponsors: Alan Gibbs
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding an update to amend to Chapter 4, "Business Regulations," Section 13, "Oil and Gas Regulations," of the Code of Ordinances of the City of College Station, Texas.

Relationship to Strategic Goals: (Select all that apply)

- Good Governance
- Neighborhood Integrity
- Diverse Growing Economy

Recommendation(s):

Staff recommends the City Council receive the update and provide direction as desired.

Summary:

Based on increased oil and gas activity and interest over the last several months, the City has contracted with Ernie Bruchez of Bruchez, Goss, Thornton, Meronoff & Hawthorne, P.C. to review make recommendations regarding an update to amend Chapter 4, "Business Regulations," Section 13, "Oil and Gas Regulations," of the Code of Ordinances of the City of College Station, Texas.

The purpose of this item is to update the City Council on staff's progress to date and address any questions the Council may have.

Budget & Financial Summary:

N/A

Attachments:

1. Ordinance (on file in City Secretary's Office)

