



# College Station, TX

City Hall  
1101 Texas Ave  
College Station, TX 77840

## Meeting Agenda - Final

### City Council Regular

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**Monday, May 18, 2015**

**7:00 PM**

**City Hall Council Chambers**

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

#### Presentation:

- Proclamation designating APWA National Public Works Week
- Proclamation designating May as National Bike Month
- Recognition of College Station High School's first graduating class

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. [15-0210](#) Presentation, possible action, and discussion of minutes for:
- April 23, 2015 Workshop
  - April 23, 2015 Regular Council Meeting

#### **Sponsors:**

Mashburn

#### **Attachments:**

[WKSHPO42315 DRAFT Minutes.docx](#)

[RM042315 DRAFT Minutes.docx](#)

- 2b. [15-0106](#) Presentation, possible action, and discussion regarding the approval of a contract number 15-010 with Komatsu Architecture in the amount of \$106,800 for the programming and conceptual design for the Larry J. Ringer Library Expansion project and

approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

**Sponsors:**

Harmon

**Attachments:**

[Library Expansion DRR 5.18.15.pdf](#)

2c. [15-0139](#)

Presentation, possible action, and discussion regarding construction contract 15-109 with Kieschnick General Contractors, Inc., in the amount of \$3,187,342 for a hike and bike trail from Creek View Park to Lick Creek Park.

**Sponsors:**

Harmon

**Attachments:**

[Lick Creek Hike & Bike Trail - Project Location Map.pdf](#)

[Bid Tab.pdf](#)

2d. [15-0207](#)

Presentation, possible action, and discussion regarding the award of Bid 15-037 between the City of College Station and S.D.P. Manufacturing, in the amount of \$166,753 for the purchase of a Track Mounted Mini Digger.

**Sponsors:**

Crabb

**Attachments:**

[Bid Tab 15-037 Tab.pdf](#)

2e. [15-0214](#)

Presentation, possible action, and discussion on a bid award for the annual agreement for electric meters and sockets, to be stored in inventory, as follows: Priester-Mell & Nicholson: \$122,179; Summit Electric Supply: \$25,292.60; Texas Electric Cooperatives: \$9,714; HD Supply: \$37,576.90. Total estimated annual expenditure is \$194,762.50.

**Sponsors:**

Kersten

**Attachments:**

[15-032 Tabulation 04-23-15.pdf](#)

2f. [15-0215](#)

Presentation, possible action and discussion on approving annual water meter purchases from Aqua Metric Sales Company through the Houston-Galveston Area Council (HGAC) contract (#WM08-14). Based on the attached contract unit pricing, the estimated annual expenditure for water meters is: \$315,199.06.

**Sponsors:**

Kersten

**Attachments:**

[HGAC Quote Meters 041515.pdf](#)

2g. [15-0216](#)

Presentation, possible action, and discussion on a bid award for the annual agreement for various electrical items to be stored in inventory as follows: Hill Country Electric Supply: \$26,600; Wesco: \$8,242.50; Stuart C. Irby: \$10,378; Texas Electric Cooperatives: \$64,584.64; Techline: \$232,214.50; KBS Electrical Distribution: \$42,624.70; Priester-Mell & Nicholson: \$36,000. Total estimated

annual expenditure is \$420,644.34.

**Sponsors:**

Kersten

**Attachments:**

[15-035 Tabulation 4-9-15.pdf](#)

2h. [15-0220](#)

Presentation, possible action, and discussion regarding approval of the Brazos Valley Wide Area Communications System (BVWACS) Operating Budget for FY 16 and authorizing the City's quarterly payments of approximately \$50,567.50 for an annual total of \$202,270; and approval of the BVWACS Capital Equipment Replacement Reserve Fund Budget for FY 16 and payment of the City's share in the amount of \$96,047.61.

**Sponsors:**

Roper

**Attachments:**

[04 17 2015 Draft FY2016 Budget With Prior 3 FY comparison.pdf](#)  
[Capital Equipment Replacement.docx](#)

2i. [15-0236](#)

Presentation, possible action, and discussion on the first of two readings of a non-exclusive Pipeline Franchise Ordinance for Oil and Gas Operations with Halcón Field Services, LLC to construct, operate, maintain, remove, replace, and repair pipeline facilities, together with equipment and appurtenances thereto, for the transportation of petroleum products and byproducts.

**Sponsors:**

Gibbs

**Attachments:**

[Pipeline Franchise Ordinance](#)

## 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. [15-0224](#) Public Hearing, presentation, possible action, and discussion adopting the Standard of Care Ordinance to comply with the exemption for child care licensing under Section 42.041 (b)(14) Texas Human Resources Code.

**Sponsors:** Schmitz

**Attachments:** [Legistar Final 2015 Ordinance.docx](#)

2. [15-0232](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending the Comprehensive Plan - Future Land Use & Character Map from Suburban Commercial to General Commercial for approximately two acres located at 3751 Rock Prairie Road West, and more generally located at the southwest corner of Rock Prairie Road West and Holleman Drive South. Case #15-00900054 (J Bullock)

**Sponsors:** Bullock

**Attachments:** [Amendment Map](#)  
[Background Information](#)  
[Aerial](#)  
[Ordinance 1.docx](#)

3. [15-0233](#) 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 SC Suburban Commercial to PDD Planned Development District for approximately two 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 3751 Rock Prairie Road West, more generally located at the southwest corner of Rock Prairie Road West and Holleman Drive South. Case #15-00900053 (J Bullock).

**Sponsors:** Bullock

**Attachments:**      [Background](#)  
[Aerial & Small Area Map \(SAM\)](#)  
[Concept Plan](#)  
[Ordinance.docx](#)

4. [15-0235](#)      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 GC General Commercial for approximately 0.75 acres for the property being situated in the Morgan Rector League, Abstract No.46, College Station, Brazos County, Texas. Being a portion of a tract of land called 2.460 acres as described by a deed to Brazos Valley Decorative Center, LLC Recorded in Volume 12387, Page 287 of the Official Public Records of Brazos County, Texas, generally located near the northeast corner of Texas Avenue South and Krenek Tap Road. Case #15-00900073 (M.Bombek)

**Sponsors:**      Bombek

**Attachments:**      [Background](#)  
[Aerial & Small Area Map \(SAM\)](#)  
[Ordinance](#)

5. [15-0190](#)      Presentation, possible action and discussion regarding appointments to the following boards and commissions:  
· Historic Preservation Committee

**Sponsors:**      Mashburn

## 6. 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 May 14, 2015 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) 764-3541 or (TDD) 1-800-735-2989. Agendas may be viewed on [www.cstx.gov](http://www.cstx.gov). Council meetings are broadcast live on Cable Access Channel 19.



## Legislation Details (With Text)

**File #:** 15-0210      **Version:** 1      **Name:** Minutes  
**Type:** Minutes      **Status:** Consent Agenda  
**File created:** 4/24/2015      **In control:** City Council Regular  
**On agenda:** 5/18/2015      **Final action:**  
**Title:** Presentation, possible action, and discussion of minutes for:  
· April 23, 2015 Workshop  
· April 23, 2015 Regular Council Meeting  
**Sponsors:** Sherry Mashburn  
**Indexes:**  
**Code sections:**  
**Attachments:** [WKSHP042315 DRAFT Minutes.pdf](#)  
[RM042315 DRAFT Minutes.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion of minutes for:  
· April 23, 2015 Workshop  
· April 23, 2015 Regular Council Meeting

Relationship to Strategic Goals:  
• Good Governance

Recommendation(s): Approval

Summary: None

Budget & Financial Summary: None

Attachments:  
· April 23, 2015 Workshop  
· April 23, 2015 Regular Council Meeting

MINUTES OF THE CITY COUNCIL WORKSHOP  
CITY OF COLLEGE STATION  
APRIL 23, 2015

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

**Present:**

Nancy Berry, Mayor

**Council:**

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

**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 Berry at 4:30 p.m. on Thursday, April 23, 2015 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

**2. Executive Session**

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, and §551.087-Economic Incentive Negotiations, the College Station City Council convened into Executive Session at 4:30 p.m. on Thursday, April 23, 2015 in order to continue discussing matters pertaining to:

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

- Deluxe Burger Bar of College Station, Inc. D/B/A Café Eccell v. Asset Plus Realty Corporation, City of College Station, Texas and the Research Valley Partnership, Inc., Cause No. 13 002978 CV 361, 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. BVSWMMA, Inc., Cause No. 33014, In the District Court, Grimes County, Texas, 12th Judicial District
- Juliao v. City of College Station, Cause No. 14-002168-CV-272, in the 272<sup>nd</sup> District Court of Brazos County, Texas
- City of College Station, Texas, v. Embrace Brazos Valley, Inc., Cause No. 15-000804-CV-85, In the 85th Judicial District Court, Brazos County, Texas.

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

- Property located generally in the west side ETJ area adjacent to the College Station, Brazos County, Texas, city limits on North Dowling Rd.

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

- Economic incentives for a proposed development located generally in the Business Center at College Station
- Economic incentives for a proposed development located generally near the intersection of University Drive and State Highway 6 in College Station

The Executive Session adjourned at 5:30 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.**

Item 2c was pulled for clarification.

(2c): Troy Rother clarified that this was requested by neighborhood residents.

### **5. Presentation, possible action, and discussion regarding potential funding mechanisms to implement the Economic Development Master Plan.**

Natalie Ruiz, City Manager's Office, noted that sales tax can be allocated to an EDC. We are already at our maximum rate and would need to re-allocate the funds in order to allocate specifically to economic development. College Station created a 4B board in 1999, but no funding was put in place. In 2003, the Council put the 4B board into a dormant status. Staff recommends we utilize the Council's Economic Development subcommittee to develop the program and priorities and establish a three and five year plan.

**6. Presentation, possible action, and discussion regarding the possible development of an ordinance establishing standards for permanent sites dedicated to mobile food vending.**

Molly Hitchcock, Planning and Development, provided an overview of the City's ordinances regulating food trucks, a summary of how other communities regulate food truck parks, and possible options and considerations for possible food truck parks in College Station. The City's current code was developed in 2011 and amended in 2012. In the review of other communities' regulations, there were three elements that differed from community to community: 1) development and operational standards unique to a mobile vending park; require they meet all commercial zoning regulations with exceptions and additions; and allow them through a special use/conditional use permit.

Derek Barre, 313 Lincoln Avenue, spoke in favor of a food park. It is beneficial to be next to another food truck. People congregate to a group of food trucks because it provides a variety of choice. Food parks can be family friendly with playscapes, picnic tables, patio.

Staff was directed to bring back to Council an ordinance addressing a conditional use permit for food parks.

**7. Council Calendar**

Council reviewed the calendar.

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

Councilmember Brick asked to have a workshop on the options available to fund and accommodate growth in the City.

Councilmember Benham asked to discuss the establishments of "safe zones" for online transactions.

**9. Discussion, review and possible action regarding the following meetings: Animal Shelter Board, Arts Council of Brazos Valley, Arts Council Sub-committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Blinn College Brazos Valley Advisory Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BWACS, 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 Benham reported on BVWACS.

Councilmember Schultz reported on the Research Valley Partnership.

Councilmember Mooney reported on BVSWMA.

Councilmember Brick reported on th Bicycle, Pedestrian and Greenways.

**10. Adjournment**

**MOTION:** There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 6:57 p.m. on Thursday, April 23, 2015.

\_\_\_\_\_  
Nancy Berry, Mayor

ATTEST:

\_\_\_\_\_  
Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING  
CITY OF COLLEGE STATION  
APRIL 23, 2015

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

**Present:**

Nancy Berry, Mayor

**Council:**

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

**City Staff:**

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

**Call to Order and Announce a Quorum is Present**

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Berry at 7:06 p.m. on Thursday, April 23, 2015 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

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

**Presentation to the Bryan-College Station Convention and Visitors Bureau proclaiming May 2-10, 2015 as Bryan-College Station Travel and Tourism Week.**

Mayor Berry presented a proclamation to the Bryan-College Station Convention and Visitors Bureau proclaiming May 2-10, 2015 as Bryan-College Station Travel and Tourism Week.

**Citizen Comments**

Thaddeus Adams, 1011 Guadalupe, did not come forward.

Peter Blum, 1312 Angelina Court, provided written comments, attached.

Lawrence C. Smith, 2549 Pleasant Hill, Bryan, said he has property in College Station and is speaking on behalf of the McCulloch Addition. They are losing the community to Aggie shacks. They want to get back to normal homes, single-family homes.

## **CONSENT AGENDA**

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

- **April 9, 2015 Workshop**
- **April 9, 2015 Regular Council Meeting**
- **April 17, 2015 Special Meeting** (Meeting cancelled and no minutes)

**2b. Presentation, possible action, and discussion regarding renewal approval of annual contracts for Landscape Maintenance and Mowing of City Sites to Green Teams, Inc., Contract 13-189 for \$642,723 and Roots Landscaping, LLC., Contract 13-259 for \$17,500 for a total amount of \$660,223.**

**2c. Presentation, possible action, and discussion of Ordinance 2015-3654, amending Chapter 10 "Traffic Code", to remove parking along Glade Street and Southwood Drive near Southwest Parkway.**

**2d. Presentation, possible action, and discussion regarding approval for a Professional Services contract with Segal Waters Consulting in the amount of \$80,000 for conducting a Salary Survey.**

**2e. Presentation, possible action, and discussion regarding an inter-local agreement with TAMU for the City to operate Fire Station #4 and provide aircraft rescue and fire fighting services to Easterwood Airport.**

**2f. Presentation, possible action, and discussion regarding construction contract 15-171 with Kieschnick General Contractors, in the amount of \$633,081 for the Area 2 Water Line Project.**

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

## **REGULAR AGENDA**

**1. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2015-3655, amending Chapter 12 - Unified Development Ordinance, Article 6 "Use Regulations" Section 12-6.3 "Types of Use," and Article 11 "Definitions" Section 12-11.2 "Defined Terms," of the Code of Ordinances of the City of College Station, Texas, regarding the addition of "Northgate High-Density Dwelling Unit."**

Jennifer Prochazka, Planning and Development, reported that Staff is proposing amendments to the Unified Development Ordinance to allow up to six unrelated individuals to reside together in a single-living unit in Northgate. This amendment would provide developers with the flexibility

to offer a greater variety of unit types in Northgate, an area where high-density residential development is desired.

The Planning & Zoning Commission considered this item at their meeting this month and recommended approval (5-2) of the proposed amendment. Staff also recommends approval of the UDO amendment.

At approximately 8:29 p.m., Mayor Berry opened the Public Hearing.

Chris Scotti, 305 Gleason Court, representing the Northgate District Association, said the Board supports any ordinance that puts more residents and prospective customer in close proximity to their businesses. They do have concerns about parking, and request the Council take parking into consideration in the ordinance. He noted the Board is already working with staff to address parking in the area. Another concern is that the BCS Apartment Association was not involved in the discussion.

Veronica Morgan, Mitchell and Morgan, 3204 Earl Rudder Freeway, provided another recommendation. She said we need to change the definition to state that the Northgate high density dwelling unit allows more than four and no more than six when there is one bedroom per unrelated individual. That will solve the whole thing.

Greg Jasper, 18106 Martingale, provided the explanation for the need for six-bedroom units. It is a matter of economics. The more bedrooms, the lower the cost per bedroom. Six bedroom units lease out first.

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

**MOTION:** Upon a motion made by Councilmember Benham and a second by Councilmember Schultz, the City Council voted six (6) for and one (1) opposed, with Councilmember Brick voting against, to adopt Ordinance 2015-3655 amending Chapter 12 - Unified Development Ordinance, Article 6 "Use Regulations" Section 12-6.3 "Types of Use," and Article 11 "Definitions" Section 12-11.2 "Defined Terms," of the Code of Ordinances of the City of College Station, Texas, regarding the addition of "Northgate High-Density Dwelling Unit" and amending Exhibit "B" to reflect that the Northgate high density dwelling unit may allow more than four and no more than six when one bedroom is provided per each unrelated individual. The motion carried.

## **2. Presentation, possible action, and discussion on updates from the B/CS Convention and Visitors Bureau on the status of several ongoing activities.**

This item was taken before item 1.

Shannon Overby, B/CS Convention and Visitors Bureau, provided an overview of the tourism industry nationwide, followed by tourism in Texas, and the Bryan-College Station metro area. She also updated the Council on activities in FY15, including the HOT Grant, TAMU preferred access agreement, new legislation regarding a bid process for UIL (HB 2922), rebranding effort and other initiatives.

**3. Adjournment.**

**MOTION:** There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 8:55 p.m. on Thursday, April 23, 2015.

\_\_\_\_\_  
Nancy Berry, Mayor

ATTEST:

\_\_\_\_\_  
Sherry Mashburn, City Secretary



## Legislation Details (With Text)

<b>File #:</b>	15-0106	<b>Version:</b>	1	<b>Name:</b>	Ringer Library Design Contract
<b>Type:</b>	Contract	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	2/22/2015	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	5/18/2015	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Presentation, possible action, and discussion regarding the approval of a contract number 15-010 with Komatsu Architecture in the amount of \$106,800 for the programming and conceptual design for the Larry J. Ringer Library Expansion project and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.				
<b>Sponsors:</b>	Donald Harmon				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Library Expansion DRR 5.18.15.pdf</a>				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the approval of a contract number 15-010 with Komatsu Architecture in the amount of \$106,800 for the programming and conceptual design for the Larry J. Ringer Library Expansion project and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

### Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the contract and the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Summary: The expansion of the Larry J. Ringer Library is one of the facility expansion projects included in the 2008 Bond Authorization. The scope includes programming and conceptual design for an approximately 10,000 square foot expansion and renovation to the existing facility including parking improvements. The scope also includes evaluating and upgrading the current technology used by Library staff, including the book drop off. The project will also create a new children and youth area as part of the expansion. Staff used last year's Library Audit as well as input from Library personnel to develop the scope. Komatsu Architecture was selected for this project as the most highly qualified firm as part of RFQ #14-080.

Budget & Financial Summary: A budget of \$8,385,000 is currently included for this project in the Facilities and Technology (General Government) Capital Improvement Projects Fund. A total of \$8,494.10 has been expended or committed to date. The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because the long term debt has not been issued for the project. The debt for the project is scheduled to be issued in future fiscal years.

**Attachments:**

1. Contract - On File in the City's Secretary's Office
2. Debt Reimbursement Resolution

RESOLUTION NO. \_\_\_\_\_

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH  
PROCEEDS FROM DEBT

WHEREAS, the City of College Station, Texas (the "City") is a home-rule municipality and political subdivision of the State of Texas;

WHEREAS, the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit "A" hereto (collectively, the "Project") prior to the issuance of obligations by the City in connection with the financing of the Project from available funds;

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$8,000,000, for the purpose of paying the aggregate costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS 18th DAY OF May, 2015.

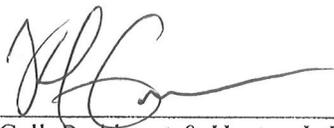
\_\_\_\_\_  
Nancy Berry, Mayor

ATTEST:

\_\_\_\_\_  
Sherry Mashburn, City Secretary

(Seal)

APPROVED:

A handwritten signature in black ink, consisting of stylized initials and a long horizontal flourish extending to the right.

---

McCall, Parkhurst & Horton L.L.P.  
Bond Counsel

Exhibit "A"

The projects to be financed that are the subject of this Statement are:

Larry J. Ringer Library Expansion:

The scope includes design and construction of an expansion and renovation to the existing Larry J. Ringer Library facility, including parking improvements. The scope also includes evaluating and upgrading the current technology.



Legislation Details (With Text)

**File #:** 15-0139      **Version:** 1      **Name:** Lick Creek Hike & Bike Trail Construction Contract  
**Type:** Contract      **Status:** Consent Agenda  
**File created:** 3/9/2015      **In control:** City Council Regular  
**On agenda:** 5/18/2015      **Final action:**  
**Title:** Presentation, possible action, and discussion regarding construction contract 15-109 with Kieschnick General Contractors, Inc., in the amount of \$3,187,342 for a hike and bike trail from Creek View Park to Lick Creek Park.  
**Sponsors:** Donald Harmon  
**Indexes:**  
**Code sections:**  
**Attachments:** [Lick Creek Hike & Bike Trail - Project Location Map.pdf](#)  
[Bid Tab.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding construction contract 15-109 with Kieschnick General Contractors, Inc., in the amount of \$3,187,342 for a hike and bike trail from Creek View Park to Lick Creek Park.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: The Lick Creek Hike and Bike Trail project will construct a trail along Lick Creek between Creek View Park and Lick Creek Park. This project is on the City's Bikeway Master Plan and was ranked as a high priority project by the Hike and Bike Task Force.

The project will consist of on-street improvements in the area west of SH 6, a multi-use path through mostly City-owned property between SH 6 and WD Fitch, and along Pebble Creek Parkway connecting Creek View Park to Lick Creek Park.

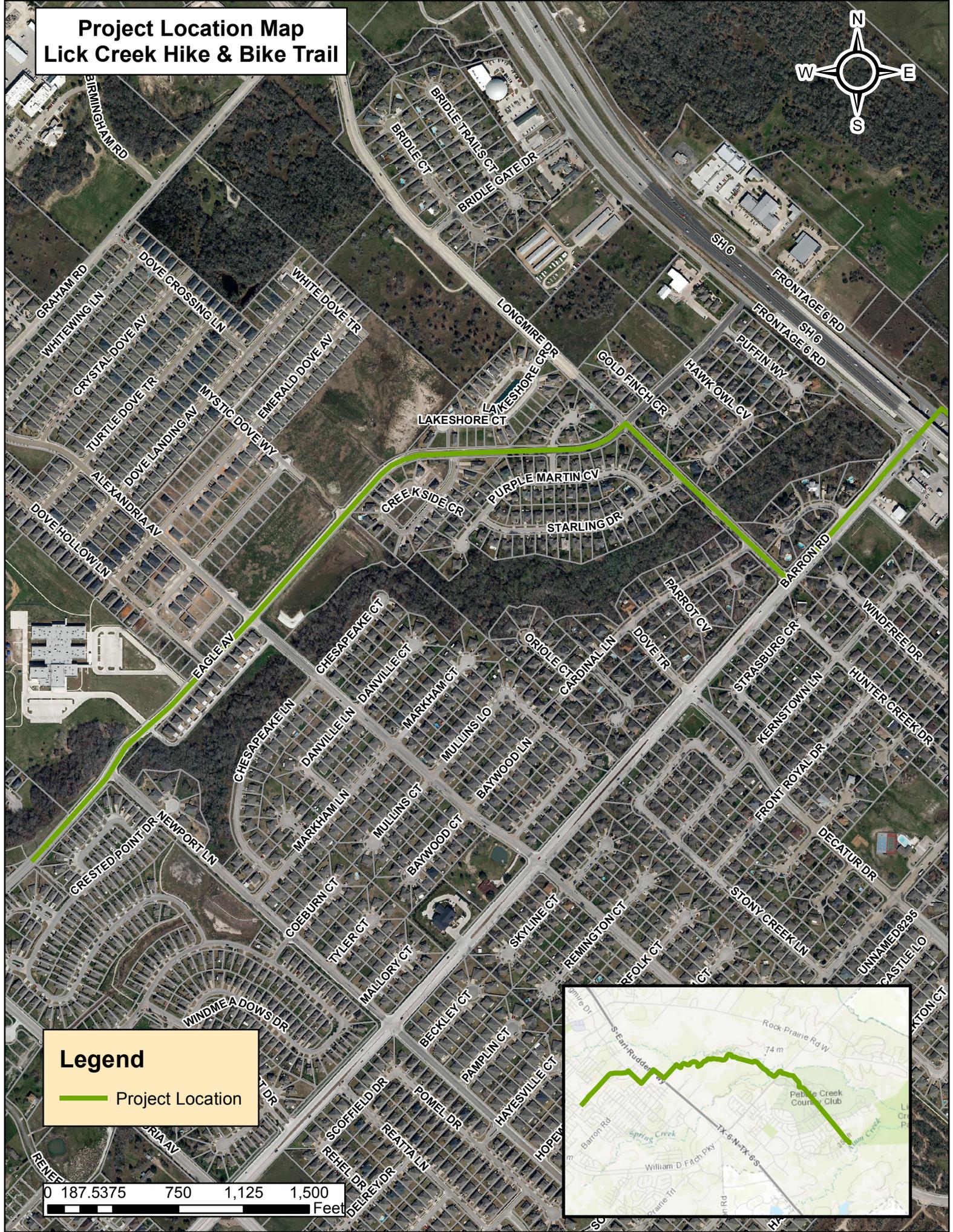
Budget & Financial Summary: A total of \$4,410,000 is budgeted for this project. Funds in the amount of \$487,988 has been expended or committed to date leaving a balance of \$3,922,012 for construction and related expenditures.

Attachments:

1. Contract No. 15-109 (on file with the City Secretary)
2. Bid Tab
3. Project Location Map

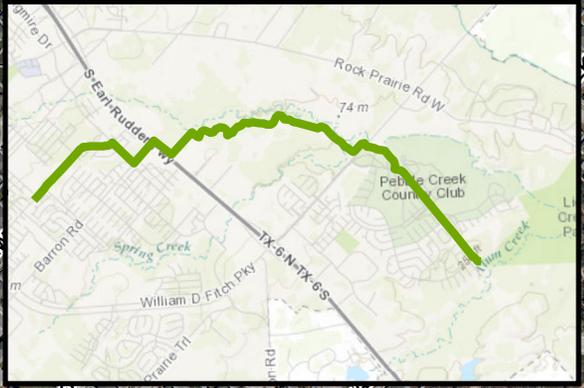
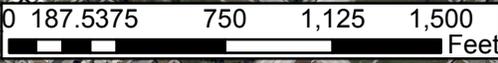


# Project Location Map Lick Creek Hike & Bike Trail

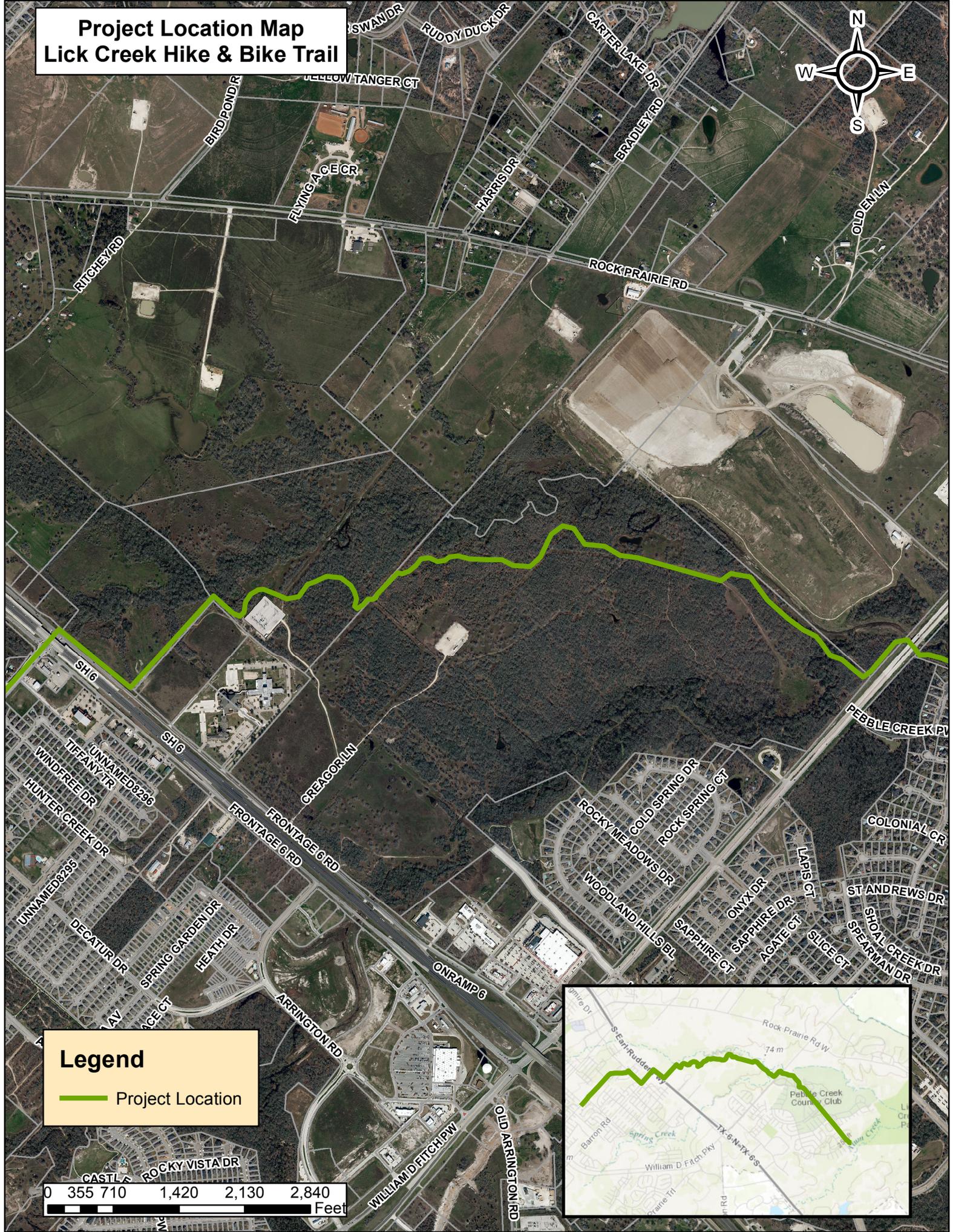


**Legend**

— Project Location

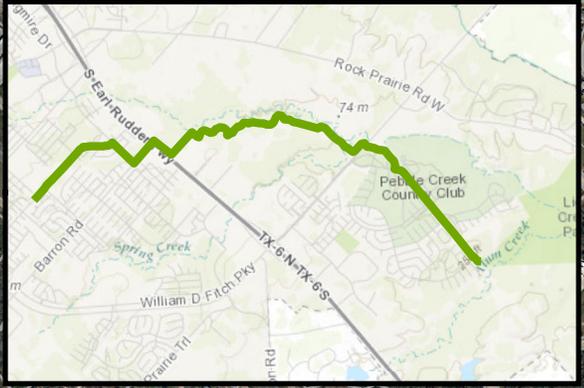
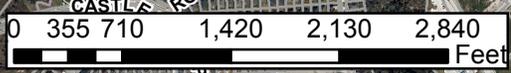


# Project Location Map Lick Creek Hike & Bike Trail



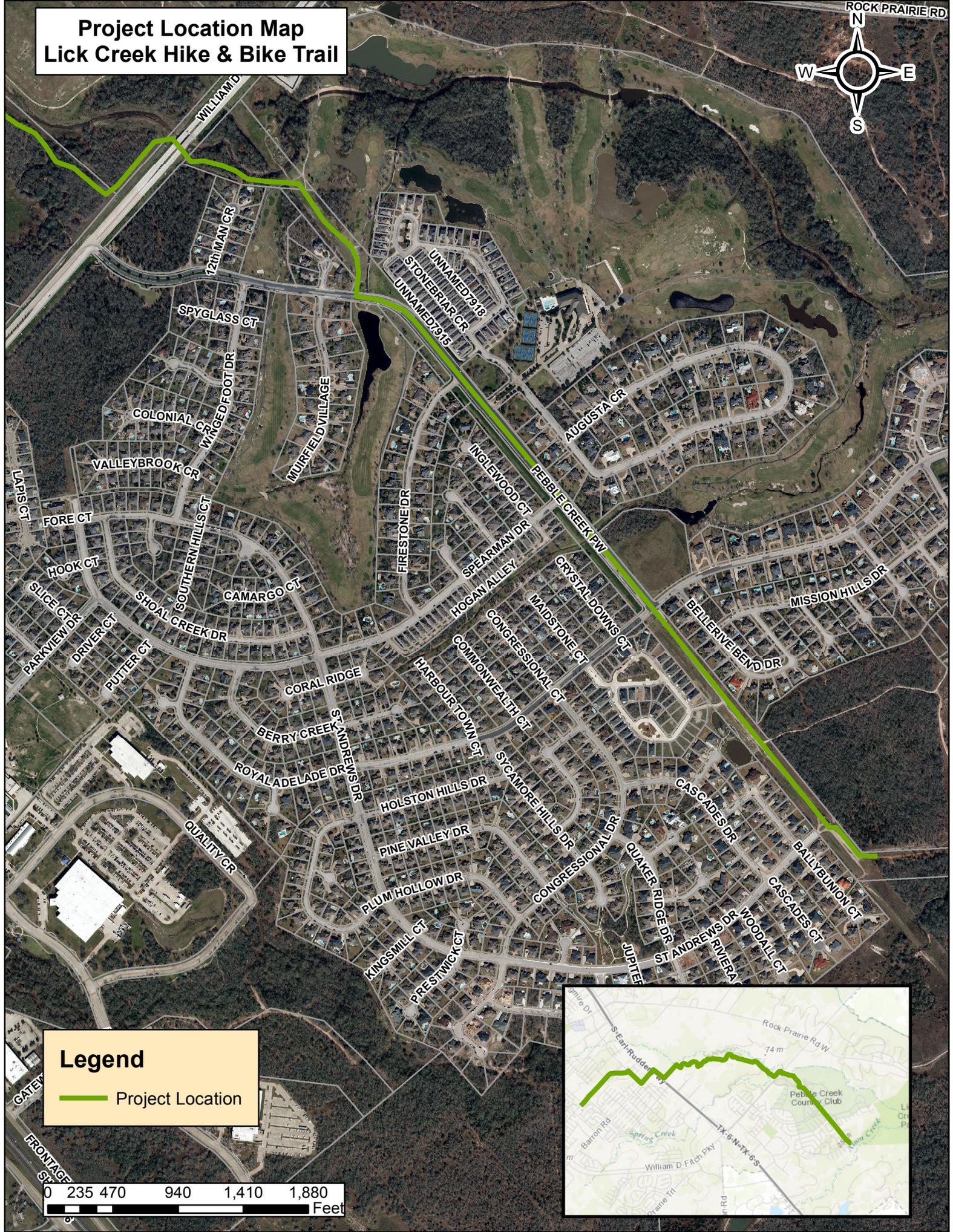
**Legend**

— Project Location



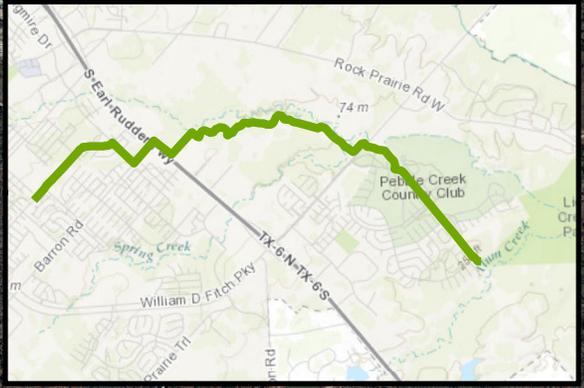
# Project Location Map

## Lick Creek Hike & Bike Trail



**Legend**

 Project Location





**City of College Station - Purchasing Division**  
**Bid Tabulation for #15-026**  
**"Lick Creek Hike and Bike Trail"**  
**Open Date: Monday, February 9, 2015 @ 2:00 p.m.**

ITEM	QTY	UNIT	DESCRIPTION	Larry Young Paving, Inc. (College Station, TX)		Kieschnick General Contractors, Inc. (College Station, TX)		Dudley Construction, Ltd. (College Station, TX)		Acklam Construction Company, Ltd. (College Station, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
<b>GENERAL</b>											
1	1	LS	Insurance and Mobilization for all material, equipment and labor to complete the project (not to exceed 5% of construction)	\$125,000.00	\$125,000.00	\$150,000.00	\$150,000.00	\$190,000.00	\$190,000.00	\$205,000.00	\$205,000.00
<b>GENERAL - TOTAL</b>				<b>\$125,000.00</b>		<b>\$150,000.00</b>		<b>\$190,000.00</b>		<b>\$205,000.00</b>	
<b>SITE PREPARATION</b>											
2	1,600	SY	Demolition of existing 4' walks (along Eagle and Longmire) (approx. 3,525 L.F.)	\$10.00	\$16,000.00	\$15.00	\$24,000.00	\$4.50	\$7,200.00	\$25.85	\$41,360.00
3	1,817	SY	Demolition of existing walks in Segment C, from Wm. Fitch to Lick Creek Park	\$10.00	\$18,170.00	\$18.00	\$32,706.00	\$5.50	\$9,993.50	\$25.85	\$46,969.45
4	655	LF	Demolition of existing curb & gutter in Segments A & B	\$8.00	\$5,240.00	\$5.00	\$3,275.00	\$6.00	\$3,930.00	\$11.50	\$7,532.50
5	20,600	LF	Silt Fence	\$1.60	\$32,960.00	\$1.80	\$37,080.00	\$3.00	\$61,800.00	\$3.25	\$66,950.00
6	15	EA	Inlet protection	\$75.00	\$1,125.00	\$70.00	\$1,050.00	\$15.00	\$225.00	\$115.00	\$1,725.00
7	260	EA	Tree protection	\$140.00	\$36,400.00	\$60.00	\$15,600.00	\$150.00	\$39,000.00	\$650.00	\$169,000.00
8	36	EA	Tree removal	\$400.00	\$14,400.00	\$100.00	\$3,600.00	\$200.00	\$7,200.00	\$975.00	\$35,100.00
9	1	LS	Irrigation system salvage	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
10	1	LS	Irrigation repair	\$3,500.00	\$3,500.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
11	8.50	AC	Clearing and Grubbing for Trail Alignment (30' trail corridor)	\$4,250.00	\$36,125.00	\$5,000.00	\$42,500.00	\$3,500.00	\$29,750.00	\$8,280.00	\$70,380.00
12	1	LS	Erosion Control (allowance)	\$4,500.00	\$4,500.00	\$10,000.00	\$10,000.00	\$1,000.00	\$1,000.00	\$25,000.00	\$25,000.00
13	1	LS	Rip-Rap Removal (At William D. Fitch)	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00	\$14,085.00	\$14,085.00
14	130	LF	Fence Removal	\$20.00	\$2,600.00	\$20.00	\$2,600.00	\$10.00	\$1,300.00	\$17.25	\$2,242.50
15	11,830	SY	Paving (Gravel) Removal	\$1.50	\$17,745.00	\$1.00	\$11,830.00	\$4.50	\$53,235.00	\$4.00	\$47,320.00
<b>SITE PREPARATION - TOTAL</b>				<b>\$196,765.00</b>		<b>\$219,241.00</b>		<b>\$226,633.50</b>		<b>\$547,664.45</b>	
<b>HARDSCAPE - SIDEWALK (Eagle and Longmire - approx. 3,525 LF)</b>											
16	430	SY	6' Wide Concrete Trail - Eagle Ave. (5" Thick Concrete w/ 6" lime base and excavation)	\$55.00	\$23,650.00	\$75.00	\$32,250.00	\$62.00	\$26,660.00	\$82.15	\$35,324.50
17	2,120	SY	8' Wide Concrete Trail - Longmire Drive (5" Thick Concrete w/ 6" lime base and excavation)	\$52.00	\$110,240.00	\$70.00	\$148,400.00	\$83.00	\$175,960.00	\$82.15	\$174,158.00
18	150	SY	6" Thick Paving for Maintenance Access - Longmire Drive	\$55.00	\$8,250.00	\$80.00	\$12,000.00	\$57.00	\$8,550.00	\$94.50	\$14,175.00
19	360	LF	Concrete curb & gutter	\$28.00	\$10,080.00	\$15.00	\$5,400.00	\$15.00	\$5,400.00	\$28.75	\$10,350.00
20	19	EA	Barrier Free Ramps (complete installed, including landings, etc.)	\$500.00	\$9,500.00	\$1,000.00	\$19,000.00	\$1,100.00	\$20,900.00	\$2,213.75	\$42,061.25
<b>HARDSCAPE - SIDEWALK (Eagle and Longmire) - TOTAL</b>				<b>\$161,720.00</b>		<b>\$217,050.00</b>		<b>\$237,470.00</b>		<b>\$276,068.75</b>	



City of College Station - Purchasing Division  
 Bid Tabulation for #15-026  
 "Lick Creek Hike and Bike Trail"  
 Open Date: Monday, February 9, 2015 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Larry Young Paving, Inc. (College Station, TX)		Kieschnick General Contractors, Inc. (College Station, TX)		Dudley Construction, Ltd. (College Station, TX)		Acklam Construction Company, Ltd. (College Station, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
<b>HARDSCAPE - MAIN TRAIL (approx. 16,230 LF)</b>											
21	16,550	SY	10' Wide Concrete Trail (5" Thick Concrete w/ 6" lime base and excavation)	\$54.83	\$907,436.50	\$80.00	\$1,324,000.00	\$106.00	\$1,754,300.00	\$91.20	\$1,509,360.00
22	1,888	SY	6" Paving for Maintenance Access	\$59.00	\$111,392.00	\$80.00	\$151,040.00	\$57.00	\$107,616.00	\$95.95	\$181,153.60
23	10,200	SF	Woodland Wildflower Seed Mix	\$0.10	\$1,020.00	\$0.10	\$1,020.00	\$0.20	\$2,040.00	\$0.27	\$2,754.00
24	8	EA	Barrier Free Ramps	\$500.00	\$4,000.00	\$1,000.00	\$8,000.00	\$1,100.00	\$8,800.00	\$1,460.50	\$11,684.00
25	7	EA	Concrete Drainage Flume	\$1,560.00	\$10,920.00	\$1,000.00	\$7,000.00	\$1,500.00	\$10,500.00	\$2,875.00	\$20,125.00
26	28	LF	Concrete Drainage Culvert (3'x5')	\$640.00	\$17,920.00	\$750.00	\$21,000.00	\$1,000.00	\$28,000.00	\$1,150.00	\$32,200.00
27	1,400	LF	Retaining Wall	\$101.00	\$141,400.00	\$100.00	\$140,000.00	\$125.00	\$175,000.00	\$240.00	\$336,000.00
28	16	EA	Trail Regulatory Signs	\$350.00	\$5,600.00	\$550.00	\$8,800.00	\$650.00	\$10,400.00	\$190.00	\$3,040.00
29	340	LF	Trail Safety Railing	\$150.00	\$51,000.00	\$150.00	\$51,000.00	\$450.00	\$153,000.00	\$200.00	\$68,000.00
30	230	LF	Install curb & gutter	\$28.00	\$6,440.00	\$25.00	\$5,750.00	\$15.00	\$3,450.00	\$28.75	\$6,612.50
31	41	EA	Landscape Boulders	\$350.00	\$14,350.00	\$360.00	\$14,760.00	\$250.00	\$10,250.00	\$250.00	\$10,250.00
<b>HARDSCAPE - MAIN TRAIL - TOTAL</b>					<b>\$1,271,478.50</b>		<b>\$1,732,370.00</b>		<b>\$2,263,356.00</b>		<b>\$2,181,179.10</b>
<b>TRAILHEAD (Creek View Park)</b>											
32	100	SY	Trailhead Concrete Paving (5" Thick Concrete w/ 6" lime base and excavation)	\$52.00	\$5,200.00	\$65.00	\$6,500.00	\$62.00	\$6,200.00	\$91.00	\$9,100.00
33	21	SY	Trailhead Paver Border	\$180.00	\$3,780.00	\$100.00	\$2,100.00	\$110.00	\$2,310.00	\$97.75	\$2,052.75
34	30	SY	Trailhead Limestone Paving	\$180.00	\$5,400.00	\$160.00	\$4,800.00	\$90.00	\$2,700.00	\$135.00	\$4,050.00
35	2	EA	Trailhead Bench	\$1,330.00	\$2,660.00	\$1,250.00	\$2,500.00	\$1,500.00	\$3,000.00	\$1,175.00	\$2,350.00
36	2	EA	Trailhead Bicycle Rack	\$375.00	\$750.00	\$300.00	\$600.00	\$368.00	\$736.00	\$235.00	\$470.00
37	1	EA	Trailhead Trash Receptacle	\$1,320.00	\$1,320.00	\$1,050.00	\$1,050.00	\$1,250.00	\$1,250.00	\$1,085.00	\$1,085.00
38	1	EA	Trailhead Gateway Monument	\$12,500.00	\$12,500.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$19,400.00	\$19,400.00
39	1	EA	Trailhead Interpretative Signage	\$7,500.00	\$7,500.00	\$2,000.00	\$2,000.00	\$8,756.00	\$8,756.00	\$4,000.00	\$4,000.00
<b>TRAILHEAD (Creek View Park) - TOTAL</b>					<b>\$39,110.00</b>		<b>\$29,550.00</b>		<b>\$34,952.00</b>		<b>\$42,507.75</b>



City of College Station - Purchasing Division  
 Bid Tabulation for #15-026  
 "Lick Creek Hike and Bike Trail"  
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				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
<b>TRAILHEAD (Lick Creek Park)</b>											
40	171	SY	Trailhead Concrete Paving (5" Thick Concrete w/ 6" lime base and excavation)	\$52.00	\$8,892.00	\$65.00	\$11,115.00	\$62.00	\$10,602.00	\$91.00	\$15,561.00
41	26	SY	Trailhead Paver Border	\$65.00	\$1,690.00	\$100.00	\$2,600.00	\$110.00	\$2,860.00	\$97.75	\$2,541.50
42	53	SY	Trailhead Limestone Paving	\$180.00	\$9,540.00	\$160.00	\$8,480.00	\$90.00	\$4,770.00	\$135.00	\$7,155.00
43	1	EA	Trailhead Bench	\$1,330.00	\$1,330.00	\$1,250.00	\$1,250.00	\$1,500.00	\$1,500.00	\$1,175.00	\$1,175.00
44	2	EA	Trailhead Bicycle Rack	\$375.00	\$750.00	\$300.00	\$600.00	\$368.00	\$736.00	\$235.00	\$470.00
45	1	EA	Trailhead Trash Receptacle	\$1,320.00	\$1,320.00	\$1,050.00	\$1,050.00	\$1,250.00	\$1,250.00	\$1,085.00	\$1,085.00
46	1	EA	Trailhead Gateway Monument	\$12,500.00	\$12,500.00	\$10,000.00	\$10,000.00	\$9,754.00	\$9,754.00	\$19,400.00	\$19,400.00
47	2	EA	Trailhead Interpretative Signage	\$7,500.00	\$15,000.00	\$2,000.00	\$4,000.00	\$8,756.00	\$17,512.00	\$4,000.00	\$8,000.00
48	1	LS	Lick Creek Park Sign Relocation	\$12,500.00	\$12,500.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00
49	6	EA	Trailhead Fence Columns	\$1,100.00	\$6,600.00	\$2,500.00	\$15,000.00	\$4,000.00	\$24,000.00	\$2,800.00	\$16,800.00
50	102	LF	Trailhead Fence	\$75.00	\$7,650.00	\$100.00	\$10,200.00	\$100.00	\$10,200.00	\$160.00	\$16,320.00
51	12	LF	Stone Seatwall	\$275.00	\$3,300.00	\$300.00	\$3,600.00	\$250.00	\$3,000.00	\$480.00	\$5,760.00
<b>TRAILHEAD (Lick Creek Park) - TOTAL</b>				<b>\$81,072.00</b>		<b>\$77,895.00</b>		<b>\$91,184.00</b>		<b>\$96,267.50</b>	
<b>TRAILHEAD (State Highway 6)</b>											
52	380	SY	Trailhead Concrete Paving (5" Thick Concrete w/ 6" lime base and excavation)	\$52.00	\$19,760.00	\$65.00	\$24,700.00	\$62.00	\$23,560.00	\$91.00	\$34,580.00
53	1	EA	Trailhead Gateway Monument	\$14,000.00	\$14,000.00	\$10,000.00	\$10,000.00	\$9,754.00	\$9,754.00	\$17,400.00	\$17,400.00
54	50	LF	Trailhead Railing	\$125.00	\$6,250.00	\$103.00	\$5,150.00	\$400.00	\$20,000.00	\$250.00	\$12,500.00
<b>TRAILHEAD (State Highway 6) - TOTAL</b>				<b>\$40,010.00</b>		<b>\$39,850.00</b>		<b>\$53,314.00</b>		<b>\$64,480.00</b>	
<b>REST AREAS/OVERLOOK (3 total)</b>											
55	1,260	SY	Rest Area Concrete Paving (5" Thick Concrete w/ 6" lime base and excavation)	\$52.00	\$65,520.00	\$65.00	\$81,900.00	\$62.00	\$78,120.00	\$91.00	\$114,660.00
56	255	SF	Rest Area Limestone Paving	\$20.00	\$5,100.00	\$160.00	\$40,800.00	\$90.00	\$22,950.00	\$135.00	\$34,425.00
57	39	SY	Rest Area Paver Border	\$180.00	\$7,020.00	\$100.00	\$3,900.00	\$110.00	\$4,290.00	\$97.75	\$3,812.25
58	6	EA	Rest Area Bench	\$1,330.00	\$7,980.00	\$1,250.00	\$7,500.00	\$1,500.00	\$9,000.00	\$1,175.00	\$7,050.00
59	36	LF	Stone Seat Wall	\$275.00	\$9,900.00	\$300.00	\$10,800.00	\$250.00	\$9,000.00	\$600.00	\$21,600.00
60	6	EA	Rest Area Bicycle Rack	\$375.00	\$2,250.00	\$300.00	\$1,800.00	\$368.00	\$2,208.00	\$235.00	\$1,410.00
61	3	EA	Rest Area Trash Receptacle	\$1,320.00	\$3,960.00	\$1,050.00	\$3,150.00	\$1,250.00	\$3,750.00	\$1,085.00	\$3,255.00
62	3	EA	Steel Shade Structure	\$23,000.00	\$69,000.00	\$27,500.00	\$82,500.00	\$40,000.00	\$120,000.00	\$24,000.00	\$72,000.00
63	9	EA	Stone Columns	\$1,250.00	\$11,250.00	\$1,250.00	\$11,250.00	\$6,800.00	\$61,200.00	\$7,400.00	\$66,600.00
64	3	EA	Rest Area Interpretative Signage	\$7,300.00	\$21,900.00	\$2,000.00	\$6,000.00	\$8,756.00	\$26,268.00	\$4,000.00	\$12,000.00
<b>REST AREAS/OVERLOOK - TOTAL</b>				<b>\$203,880.00</b>		<b>\$249,600.00</b>		<b>\$336,786.00</b>		<b>\$336,812.25</b>	



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				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
<b>BRIDGES AND UNDERPASSES</b>											
65	4	EA	Minor Creek Crossings (complete in place)	\$3,250.00	\$13,000.00	\$7,500.00	\$30,000.00	\$5,000.00	\$20,000.00	\$9,215.00	\$36,860.00
66	90	LF	Pedestrian Bridge (90 linear ft.)	\$150,000.00	\$13,500,000.00	\$1,665.00	\$149,850.00	\$1,500.00	\$135,000.00	\$1,667.00	\$150,030.00
67	2	EA	Bridge Abutments	\$17,000.00	\$34,000.00	\$7,500.00	\$15,000.00	\$10,000.00	\$20,000.00	\$8,625.00	\$17,250.00
68	125	LF	Roadway Underpass (including trail, retaining walls and railing)	\$900.00	\$112,500.00	\$1,200.00	\$150,000.00	\$1,640.00	\$205,000.00	\$800.00	\$100,000.00
<b>BRIDGES AND UNDERPASSES - TOTAL</b>				<b>\$13,659,500.00</b>		<b>\$344,850.00</b>		<b>\$380,000.00</b>		<b>\$304,140.00</b>	
<b>WAYFINDING/DISTANCE MARKERS</b>											
69	250	SY	Concrete Paving (5" Thick Concrete w/ 6" lime base and excavation)	\$52.00	\$13,000.00	\$200.00	\$50,000.00	\$124.00	\$31,000.00	\$91.00	\$22,750.00
70	1,575	SF	PreCast Concrete Pavers	\$9.50	\$14,962.50	\$9.00	\$14,175.00	\$12.00	\$18,900.00	\$16.00	\$25,200.00
71	25	EA	Wayfinding/Distance Marker Signage	\$1,800.00	\$45,000.00	\$1,250.00	\$31,250.00	\$2,300.00	\$57,500.00	\$2,100.00	\$52,500.00
<b>WAYFINDING/DISTANCE MARKERS - TOTAL</b>				<b>\$72,962.50</b>		<b>\$95,425.00</b>		<b>\$107,400.00</b>		<b>\$100,450.00</b>	
<b>REGULATORY SIGNS AND RELATED</b>											
72	8	EA	Regulatory Traffic Sign	\$560.00	\$4,480.00	\$550.00	\$4,400.00	\$680.00	\$5,440.00	\$335.00	\$2,680.00
73	12	EA	Pedestrian Crosswalk Striping	\$1,080.00	\$12,960.00	\$1,100.00	\$13,200.00	\$654.00	\$7,848.00	\$640.00	\$7,680.00
<b>REGULARTY SIGNS - TOTAL</b>				<b>\$17,440.00</b>		<b>\$17,600.00</b>		<b>\$13,288.00</b>		<b>\$10,360.00</b>	
<b>LANDSCAPING</b>											
74	1	EA	Burr Oak (30 Gal.)	\$525.00	\$525.00	\$540.00	\$540.00	\$320.00	\$320.00	\$330.00	\$330.00
75	2	EA	Pecan (30 Gal.)	\$525.00	\$1,050.00	\$540.00	\$1,080.00	\$368.00	\$736.00	\$330.00	\$660.00
76	2	EA	Golden Rain Tree (15Gal.)	\$350.00	\$700.00	\$350.00	\$700.00	\$204.00	\$408.00	\$280.00	\$560.00
77	26,140	SY	Hydroseed (Bermuda)	\$0.41	\$10,717.40	\$0.40	\$10,456.00	\$0.50	\$13,070.00	\$0.52	\$13,592.80
78	1,135	SY	Woodland Wildflower Seed Mix	\$0.75	\$851.25	\$1.00	\$1,135.00	\$1.80	\$2,043.00	\$2.35	\$2,667.25
<b>LANDSCAPING - TOTAL</b>				<b>\$13,843.65</b>		<b>\$13,911.00</b>		<b>\$16,577.00</b>		<b>\$17,810.05</b>	
<b>BASE BID - TOTAL</b>				<b>\$15,882,781.65</b>		<b>\$3,187,342.00</b>		<b>\$3,950,960.50</b>		<b>\$4,182,739.85</b>	

**NOTES:**

**Larry Young Paving**

- »Quantities for Bid Items 28 and 72 were changed by Addendum 5. Addendum 5 bid forms were not used to prepare the bid; therefore, the extended bid amounts and the section totals were miscalculated. The highlighted amounts above are correct.
- »Bid Item 66 (Pedestrian Bridge) required a unit bid price for 90 LF. It appears a lump sum bid price was entered which cannot be changed per Texas purchasing statutes. Unit price prevails.
- »The totals for Trailhead (Lick Creek Park), Landscaping and Total Base Bid were miscalculated. The highlighted totals above are correct.

**Acklam Construction**

- »The total for Hardscape-Sidewalk (Eagle and Longmire) was miscalculated. The highlighted total above is correct.
- »The total for Bid Item 65 and the Bridges and Underpasses Total were miscalculated. The highlighted totals above are correct.
- »The Base Bid Total was miscalculated. The highlighted total above is correct.



## Legislation Details (With Text)

**File #:** 15-0207      **Version:** 1      **Name:** Electric Fleet Equipment Replacement  
**Type:** Agreement      **Status:** Consent Agenda  
**File created:** 4/21/2015      **In control:** City Council Regular  
**On agenda:** 5/18/2015      **Final action:**  
**Title:** Presentation, possible action, and discussion regarding the award of Bid 15-037 between the City of College Station and S.D.P. Manufacturing, in the amount of \$166,753 for the purchase of a Track Mounted Mini Digger.  
**Sponsors:** Timothy Crabb  
**Indexes:**  
**Code sections:**  
**Attachments:** [Bid Tab 15-037 Tab.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the award of Bid 15-037 between the City of College Station and S.D.P. Manufacturing, in the amount of \$166,753 for the purchase of a Track Mounted Mini Digger.

Relationship to Strategic Goals: (Select all that apply)

- Core Services and Infrastructure

Recommendation(s):

Staff recommends approval of award to S.D.P. Manufacturing in the amount of \$166,753 and rejecting the lowest bidder, Altec Industries, Inc., because they did not meet bid specifications.

Summary:

A replacement for Electric's Digger Derrick Truck #9236 was approved for the 2015 budget. After re-evaluating Electric's fleet, it was determined that instead of replacing this very large vehicle, Electric could provide better service by getting a new Service Bucket truck and a backyard Digger Derrick. The backyard Track Mounted Mini Digger would supplement Electric's current backyard Mini Digger and backyard Bucket, which have become valuable tools in working in customer's backyards during normal maintenance work and during storm restoration. On March 24, 2015, five (5) sealed bids were received and opened in response to Invitation to Bid #15-037 for the purchase of a Track Mounted Mini Digger. These bids were evaluated and ranked using several factors. Of the five bids, one was found to be non-compliant with the City's bid requirements. The lowest compliant bid was S.D.P. Manufacturing, with a bid amount of \$166,753.

Budget & Financial Summary:

Funds for this project are budgeted and available in the Fleet Replacement Fund.

Attachments:

1. Bid Tab 15-037





**City of College Station - Purchasing Division**  
**Bid Tabulation for #15-037**  
**"One (1) Track-Mounted Mini Digger Unit"**  
**Open Date: Tuesday, March 24, 2015 @ 2:00 p.m.**

		Altec Industries, Inc. (St. Joseph, MO)	S.D.P. Manufacturing (Dunkirk, IN)	Utility Fleet Sales (Fort Worth, TX)	Utility Fleet Sales (Fort Worth, TX)	Nesco, LLC (Bluffton, IN)
ITEM	DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	One (1) Track-Mounted Mini Digger	\$154,215.00	\$166,753.00	\$188,629.04	\$198,701.08	\$206,480.00
2	Manufacturer	Altec Industries, Inc.	S.D.P. Manufacturing	Skylift	Skylift	Skylift
3	Model Number	DB37	EZ Hauler 55M	Mini-Derrick Super 6000 Low Pro	Mini-Derrick Super 6000 Low Pro	Mini-Derrick Super 6000 Low Pro
4	Delivery Date After Receipt of Purchase Order(Calendar Days)	120-160 Days	45 Days	14 Days	180-210	120-180
5	Payment Method Discount?	No	No	No	No	No
6	Deviations Submitted with Bid?	Yes	No	Yes	Yes	Yes



## Legislation Details (With Text)

**File #:** 15-0214      **Version:** 1      **Name:** Annual Bid for Electric Meters and Sockets  
**Type:** Presentation      **Status:** Consent Agenda  
**File created:** 4/27/2015      **In control:** City Council Regular  
**On agenda:** 5/18/2015      **Final action:**  
**Title:** Presentation, possible action, and discussion on a bid award for the annual agreement for electric meters and sockets, to be stored in inventory, as follows: Priester-Mell & Nicholson: \$122,179; Summit Electric Supply: \$25,292.60; Texas Electric Cooperatives: \$9,714; HD Supply: \$37,576.90. Total estimated annual expenditure is \$194,762.50.  
**Sponsors:** Jeff Kersten  
**Indexes:**  
**Code sections:**  
**Attachments:** [15-032 Tabulation 04-23-15.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a bid award for the annual agreement for electric meters and sockets, to be stored in inventory, as follows: Priester-Mell & Nicholson: \$122,179; Summit Electric Supply: \$25,292.60; Texas Electric Cooperatives: \$9,714; HD Supply: \$37,576.90. Total estimated annual expenditure is \$194,762.50.

### Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

**Recommendation(s):** Staff recommends awards to the lowest responsible bidder meeting specifications for annual estimated expenditures totaling \$194,762.70.

1. Priester-Mell & Nicholson	\$122,179.00
2. Summit Electric Supply	\$25,292.60
3. Texas Electric Cooperatives	\$9,714.00
4. HD Supply	\$37,576.90

**Summary:** These purchases will be made as needed during the term of the agreement. The various electrical meters and sockets are maintained in Electrical Inventory in an inventory account and expensed as necessary during the agreement period. The purchasing agreement period shall be for one (1) year with the option to renew for two additional two (2) years.

**Budget & Financial Summary:** Seven (7) sealed, competitive bids were received and opened on March 7, 2015. Funds are budgeted and available in the Electrical Fund. Various projects may be

expensed as supplies are pulled from inventory and issued.

**Reviewed and Approved by Legal:** N/A

**Attachments:** Bid Tabulation #15-032



**City of College Station - Purchasing Division**  
**Bid Tabulation for # 15-032**  
**"Purchase of Electric Meters and Sockets"**  
**Open Date: Friday, March 6, 2015 @ 2:00 p.m.**

Bid total was corrected using the unit price
Recommended Award
Low Bid not acceptable or did not meet specifications
Exceptions as listed below

				Priester-Mell & Nicholson Inc.				Summit Electric Supply				
				Manufacturer	Unit Price	Total Price	Delivery	Manufacturer	Unit Price	Total Price	Delivery	
<b>Group A - Meter Sockets</b>												
A-1	50	ea	Meter Socket, Overhead, 200 amp	285-063-00003	Milbank	\$30.28	\$1,514.00	4-6 weeks	Milbank	\$29.81	\$1,490.50	2-3 weeks
A-2	500	ea	Meter Socket, Underground, 200 amp	285-063-00004	Milbank	\$29.80	\$14,900.00	4-6 weeks	Milbank	\$29.34	\$14,670.00	2-4 weeks
A-3	30	ea	Meter Socket, URD or O/H, 320 amp	285-063-00006	Milbank	\$161.73	\$4,851.90	4-6 weeks	Milbank	\$159.21	\$4,776.30	4-6 weeks
A-4	30	ea	Meter Socket, Underground, 200 amp	285-063-00008	Milbank	\$108.02	\$3,240.60	4-6 weeks	Milbank	\$106.33	\$3,189.90	2-3 weeks
A-5	50	ea	Meter Socket Bases, 13 Terminal	285-063-00011	Milbank	\$253.22	\$12,661.00	4-6 weeks	Milbank	\$139.26	\$6,963.00	4-6 weeks
A-6	10	ea	Meter Socket, Duplex Type	285-063-00013	Milbank	\$118.43	\$1,184.30	4-6 weeks	Milbank	\$116.59	\$1,165.90	2-3 weeks
<b>Group A Recommended Award Total</b>								\$25,292.60				
<b>Group B - Meters</b>												
B-1	800	ea	Electric Meter, Class 200 no Demand	285-061-00064	Itron	\$23.99	\$19,192.00	3-6 weeks			\$0.00	
B-2	20	ea	Electric Meter, Class 20 w Demand	285-061-00008	Itron	\$101.10	\$2,022.00	3-6 weeks			\$0.00	
B-3	40	ea	Electric Meter, Class 320 w Demand	285-061-00005	Itron	\$101.10	\$4,044.00	3-6 weeks			\$0.00	
B-4	80	ea	Electric Meter, Class 20 w Demand	285-061-00050	Itron	\$124.24	\$9,939.20	3-6 weeks			\$0.00	
B-5	50	ea	Electric Meter, Class 200 w Demand	285-061-00052	Itron	\$124.24	\$6,212.00	3-6 weeks			\$0.00	
B-6	12	ea	Electric Meter, Class 320 w Demand	285-061-00060	Itron	\$135.00	\$1,620.00	3-6 weeks			\$0.00	
B-7	800	ea	Electric Meter, Class 200 w Demand	285-061-00056	Itron	\$106.52	\$85,216.00	3-6 weeks			\$0.00	
<b>Group B Recommended Award Total</b>								\$122,179.20				
<b>Total Recommended Award Amount</b>								<b>\$122,179.20</b>				
<b>Certification of Bid</b>								Y				
<b>Addendums Acknowledged</b>								Y				
<b>Exceptions</b>								Item A-5 rejected due to meter can not being pre-wired.				



**City of College Station - Purchasing Division**  
**Bid Tabulation for # 15-032**  
**"Purchase of Electric Meters and Sockets"**  
**Open Date: Friday, March 6, 2015 @ 2:00 p.m.**

Bid total was corrected using the unit price
Recommended Award
Low Bid not acceptable or did not meet specifications
Exceptions as listed below

				Texas Electric Cooperatives				KBS Electrical Distributors				
				Manufacturer	Unit Price	Total Price	Delivery					
				Manufacturer	Unit Price	Total Price	Delivery	Manufacturer	Unit Price	Total Price	Delivery	
<b>Group A - Meter Sockets</b>												
A-1	50	ea	Meter Socket, Overhead, 200 amp	285-063-00003	Milbank	\$34.83	\$1,741.50	2-3 weeks	Milbank	\$31.50	\$1,575.00	stock
A-2	500	ea	Meter Socket, Underground, 200 amp	285-063-00004	Milbank	\$34.28	\$17,140.00	2 weeks	Milbank	\$37.50	\$18,750.00	stock
A-3	30	ea	Meter Socket, URD or O/H, 320 amp	285-063-00006	Milbank	\$185.99	\$5,579.70	3-4 weeks	Milbank	\$165.32	\$4,959.60	4 weeks
A-4	30	ea	Meter Socket, Underground, 200 amp	285-063-00008	Milbank	\$124.23	\$3,726.90	2 weeks	Milbank	\$110.42	\$3,312.60	4 weeks
A-5	50	ea	Meter Socket Bases, 13 Terminal	285-063-00011	Milbank	\$194.28	\$9,714.00	3-4 weeks	Milbank	\$171.70	\$8,585.00	
A-6	10	ea	Meter Socket, Duplex Type	285-063-00013	Milbank	\$136.20	\$1,362.00	2 weeks	Milbank	\$120.00	\$1,200.00	2 weeks
<b>Group A Recommended Award Total</b>				<b>\$9,714.00</b>								
<b>Group B - Meters</b>												
B-1	800	ea	Electric Meter, Class 200 no Demand	285-061-00064			\$0.00				\$0.00	
B-2	20	ea	Electric Meter, Class 20 w Demand	285-061-00008			\$0.00				\$0.00	
B-3	40	ea	Electric Meter, Class 320 w Demand	285-061-00005			\$0.00				\$0.00	
B-4	80	ea	Electric Meter, Class 20 w Demand	285-061-00050			\$0.00				\$0.00	
B-5	50	ea	Electric Meter, Class 200 w Demand	285-061-00052			\$0.00				\$0.00	
B-6	12	ea	Electric Meter, Class 320 w Demand	285-061-00060			\$0.00				\$0.00	
B-7	800	ea	Electric Meter, Class 200 w Demand	285-061-00056			\$0.00				\$0.00	
<b>Group B Recommended Award Total</b>												
<b>Total Recommended Award Amount</b>				<b>\$9,714.00</b>								
<b>Certification of Bid</b>				Y				Y				
<b>Addendums Acknowledged</b>				Y				Y				
<b>Exceptions</b>								Item A-5 rejected due to meter can not being pre-wired.				



**City of College Station - Purchasing Division**  
**Bid Tabulation for # 15-032**  
**"Purchase of Electric Meters and Sockets"**  
**Open Date: Friday, March 6, 2015 @ 2:00 p.m.**

Bid total was corrected using the unit price
Recommended Award
Low Bid not acceptable or did not meet specifications
Exceptions as listed below

				HD Supply				Stuart C. Irby				
				Manufacturer	Unit Price	Total Price	Delivery	Manufacturer	Unit Price	Total Price	Delivery	
<b>Group A - Meter Sockets</b>												
A-1	50	ea	Meter Socket, Overhead, 200 amp	285-063-00003	Milbank	\$30.61	\$1,530.50	stk/ 2 wks	Milbank	\$33.66	\$1,683.00	2-4 weeks
A-2	500	ea	Meter Socket, Underground, 200 amp	285-063-00004	Milbank	\$30.13	\$15,065.00	stk/ 4-6 wks	Milbank	\$39.39	\$19,695.00	2-4 weeks
A-3	30	ea	Meter Socket, URD or O/H, 320 amp	285-063-00006	Milbank	\$163.51	\$4,905.30	stk/ 4 wks	Milbank	\$174.15	\$5,224.50	3-4 weeks
A-4	30	ea	Meter Socket, Underground, 200 amp	285-063-00008	Milbank	\$109.21	\$3,276.30	stk/ 5-6 wks	Milbank	\$117.95	\$3,538.50	2-4 weeks
A-5	50	ea	Meter Socket Bases, 13 Terminal	285-063-00011	Milbank	\$143.02	\$7,151.00	stk/ 4 wks	Milbank	\$173.46	\$8,673.00	3-4 weeks
A-6	10	ea	Meter Socket, Duplex Type	285-063-00013	Milbank	\$119.74	\$1,197.40	stk/ 5-6 wks	Milbank	\$117.17	\$1,171.70	2-4 weeks
<b>Group A Recommended Award Total</b>				\$33,125.50								
<b>Group B - Meters</b>												
B-1	800	ea	Electric Meter, Class 200 no Demand	285-061-00064	GE	\$26.35	\$21,080.00	5wk eng/ 6wk			\$0.00	
B-2	20	ea	Electric Meter, Class 20 w Demand	285-061-00008	GE	\$74.19	\$1,483.80	5wk eng/ 6wk			\$0.00	
B-3	40	ea	Electric Meter, Class 320 w Demand	285-061-00005	GE	\$74.19	\$2,967.60	5wk eng/ 6wk			\$0.00	
B-4	80	ea	Electric Meter, Class 20 w Demand	285-061-00050	GE	\$146.24	\$11,699.20	5wk eng/ 6wk			\$0.00	
B-5	50	ea	Electric Meter, Class 200 w Demand	285-061-00052	GE	\$146.24	\$7,312.00	5wk eng/ 6wk			\$0.00	
B-6	12	ea	Electric Meter, Class 320 w Demand	285-061-00060	GE	\$186.99	\$2,243.88	5wk eng/ 6wk			\$0.00	
B-7	800	ea	Electric Meter, Class 200 w Demand	285-061-00056	GE	\$90.16	\$72,128.00	5wk eng/ 6wk			\$0.00	
<b>Group B Recommended Award Total</b>				\$4,451.40								
<b>Total Recommended Award Amount</b>				<b>\$37,576.90</b>								
<b>Certification of Bid</b>				Y				Y				
<b>Addendums Acknowledged</b>				Y				N				
<b>Exceptions</b>				A-5 Item rejected due to meter can not being pre-wired. Item B-7 Meter rejected due to 5th terminal lug being in a fixed position.				Item A-5 rejected due to meter can not being pre-wired.				



**City of College Station - Purchasing Division**  
**Bid Tabulation for # 15-032**  
**"Purchase of Electric Meters and Sockets"**  
**Open Date: Friday, March 6, 2015 @ 2:00 p.m.**

Bid total was corrected using the unit price
Recommended Award
Low Bid not acceptable or did not meet specifications
Exceptions as listed below

Wesco Distribution							
Manufacturer	Unit Price	Total Price	Delivery				
<b>Group A - Meter Sockets</b>							
A-1	50 ea	Meter Socket, Overhead, 200 amp	285-063-00003			\$0.00	
A-2	500 ea	Meter Socket, Underground, 200 amp	285-063-00004			\$0.00	
A-3	30 ea	Meter Socket, URD or O/H, 320 amp	285-063-00006			\$0.00	
A-4	30 ea	Meter Socket, Underground, 200 amp	285-063-00008			\$0.00	
A-5	50 ea	Meter Socket Bases, 13 Terminal	285-063-00011			\$0.00	
A-6	10 ea	Meter Socket, Duplex Type	285-063-00013			\$0.00	
<b>Group A Recommended Award Total</b>							
<b>Group B - Meters</b>							
B-1	800 ea	Electric Meter, Class 200 no Demand	285-061-00064	Elster	\$78.69	\$62,952.00	6-8 weeks
B-2	20 ea	Electric Meter, Class 20 w Demand	285-061-00008	Elster	\$92.47	\$1,849.40	6-8 weeks
B-3	40 ea	Electric Meter, Class 320 w Demand	285-061-00005	Elster	\$92.47	\$3,698.80	6-8 weeks
B-4	80 ea	Electric Meter, Class 20 w Demand	285-061-00050	Elster	\$152.00	\$12,160.00	6-8 weeks
B-5	50 ea	Electric Meter, Class 200 w Demand	285-061-00052	Elster	\$150.00	\$7,500.00	6-8 weeks
B-6	12 ea	Electric Meter, Class 320 w Demand	285-061-00060	Elster	\$172.34	\$2,068.08	6-8 weeks
B-7	800 ea	Electric Meter, Class 200 w Demand	285-061-00056	Elster	\$90.42	\$72,336.00	6-8 weeks
<b>Group B Recommended Award Total</b>							
<b>Total Recommended Award Amount</b>							
<b>Certification of Bid</b>						Y	
<b>Addendums Acknowledged</b>						N	
<b>Exceptions</b>				Item B-7 not a preferred manufacturer.			



## Legislation Details (With Text)

**File #:** 15-0215      **Version:** 1      **Name:** Annual Water Meters  
**Type:** Presentation      **Status:** Consent Agenda  
**File created:** 4/27/2015      **In control:** City Council Regular  
**On agenda:** 5/18/2015      **Final action:**  
**Title:** Presentation, possible action and discussion on approving annual water meter purchases from Aqua Metric Sales Company through the Houston-Galveston Area Council (HGAC) contract (#WM08-14). Based on the attached contract unit pricing, the estimated annual expenditure for water meters is: \$315,199.06.  
**Sponsors:** Jeff Kersten  
**Indexes:**  
**Code sections:**  
**Attachments:** [HGAC Quote Meters 041515.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion on approving annual water meter purchases from Aqua Metric Sales Company through the Houston-Galveston Area Council (HGAC) contract (#WM08-14). Based on the attached contract unit pricing, the estimated annual expenditure for water meters is: \$315,199.06.

**Relationship to Strategic Goals:**

1. Financially Sustainable City
2. Core Services and Infrastructure

**Recommendation(s):** Staff recommends approval to purchase water meters from Aqua Metric Sales Company through the HGAC contract.

**Summary:** Water meters will be purchased, stocked in the Water/Wastewater inventory, and expensed as necessary for the ongoing water meter replacement program.

Aqua Metric Sales Company is the HGAC contract dealer for Sensus IPERL and OMNI water meters. Products and services offered through HGAC have been subjected to either the competitive bid or competitive proposal format based on Texas statutes under the Local Government Code Chapter 252.

Meter Type	Item Number	Estimated Annual Usage	Unit Cost	Extended Cost
5/8" x 3/4" (IPERL)	890-045-00018	850	\$127.06	\$108,001.00
1" (IPERL)	890-045-00019	50	\$181.62	\$9,081.00
1 1/2" Compound (OMNI C2)	890-045-00053	40	\$1,076.66	\$43,066.40
2" Compound (OMNI C2)	890-045-00012	30	\$1,242.30	\$37,269.00
3" Compound (OMNI C2)	890-040-00013	12	\$1,573.58	\$18,882.96
4" Compound (OMNI C2)	890-045-00014	3	\$2,733.06	\$8,199.18
6" Compound (OMNI C2)	890-045-00052	2	\$4,720.74	\$9,441.48

Total Annual Cost of Meters: \$315,199.06

**Budget & Financial Summary:** Funds are budgeted and available in the Water/Wastewater Fund. Various projects may be expensed as supplies are pulled from inventory and issued.

**Reviewed and Approved by Legal:** N/A

**Attachments:** HGAC Contract Pricing Worksheet





Legislation Details (With Text)

**File #:** 15-0216      **Version:** 1      **Name:** Various Electric Items  
**Type:** Presentation      **Status:** Consent Agenda  
**File created:** 4/27/2015      **In control:** City Council Regular  
**On agenda:** 5/18/2015      **Final action:**  
**Title:** Presentation, possible action, and discussion on a bid award for the annual agreement for various electrical items to be stored in inventory as follows: Hill Country Electric Supply: \$26,600; Wesco: \$8,242.50; Stuart C. Irby: \$10,378; Texas Electric Cooperatives: \$64,584.64; Techline: \$232,214.50; KBS Electrical Distribution: \$42,624.70; Priester-Mell & Nicholson: \$36,000. Total estimated annual expenditure is \$420,644.34.  
**Sponsors:** Jeff Kersten  
**Indexes:**  
**Code sections:**  
**Attachments:** [15-035 Tabulation 4-9-15.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a bid award for the annual agreement for various electrical items to be stored in inventory as follows: Hill Country Electric Supply: \$26,600; Wesco: \$8,242.50; Stuart C. Irby: \$10,378; Texas Electric Cooperatives: \$64,584.64; Techline: \$232,214.50; KBS Electrical Distribution: \$42,624.70; Priester-Mell & Nicholson: \$36,000. Total estimated annual expenditure is \$420,644.34.

**Relationship to Strategic Goals:**

1. Financially Sustainable City
2. Core Services and Infrastructure

**Recommendation(s):** Staff recommends awards to the lowest responsible bidder meeting specifications for annual estimated expenditures totaling \$420,644.34.

1. Hill Country Electric Supply	\$26,600.00
2. Wesco	\$8,242.50
3. Stuart C. Irby	\$10,378.00
4. Texas Electric Cooperatives	\$64,584.64
5. Techline	\$232,214.50
6. KBS Electrical Distribution	\$42,624.70
7. Priester-Mell & Nicholson	\$36,000.00

**Summary:** These purchases will be made as needed during the term of the agreement. The various electrical items are maintained in Electrical Inventory in an inventory account and expensed as necessary during the agreement period. The initial purchasing agreement period shall be for one (1) year with the option to renew for two additional one (1) year periods.

**Attachment(s):**

1. Tabulation



City of College Station  
Annual Price Agreement for Various Electrical Items  
ITB #15-035  
Opened March 15, 2015 @ 2:00 PM

Bid total was corrected using the unit price
Recommended Award
Low Bid not acceptable or did not meet specifications
Exceptions as listed below

				Hill Country Electric Supply				Wesco				Wesco (Alternate)			
				Manufacturer	Unit Price	Total Price	Delivery	Manufacturer	Unit Price	Total Price	Delivery	Manufacturer	Unit Price	Total Price	Delivery
<b>Group "A" Materials 15kV Underground Cable Accessories</b>															
Item No.	Est. Qty		Description	Inv No.											
A-1	40	ea	Deadbreak T-OPII Connector	285-022-00036		\$0.00		Hubbell	\$206.48	\$8,259.20	16 wks			\$0.00	
A-2	150	ea	Protective Cap	285-095-00004		\$0.00		Hubbell	\$21.67	\$3,250.50	8-10 wks	Tyco	\$19.00	\$2,850.00	stock
A-3	300	ea	Loadbreak Elbow, Jacket Seal Type	285-082-00028		\$0.00		Tyco	\$25.31	\$7,593.00	2-3 wks			\$0.00	
A-4	400	ea	Loadbreak Bushing Insert	285-095-00006		\$0.00		Hubbell	\$24.41	\$9,764.00	10-12 wks	Tyco	\$22.50	\$9,000.00	stock
A-5	15	ea	Rotatable Two-Way Bushing Insert	285-095-00007		\$0.00		Hubbell	\$142.13	\$2,131.95	6-8 wks			\$0.00	
A-6	200	ea	Elbow Cable Seal	285-082-00019		\$0.00		Hubbell	\$15.37	\$3,074.00	4-6 wks	Tyco	\$24.37	\$4,874.00	4-6 wks
A-7	100	ea	Elbow Arrester	285-082-00005		\$0.00		Hubbell	\$63.33	\$6,333.00	3-5 wks			\$0.00	
A-8	30	ea	Parking Stand Arrester	285-082-00022		\$0.00		Hubbell	\$136.86	\$4,105.80	6-8 wks			\$0.00	
A-9	50	ea	Cable Terminator Cold Shrink Type	285-082-00010		\$0.00		3M	\$115.78	\$5,789.00	2-3 wks			\$0.00	
A-10	100	ea	Cable Terminator	285-082-00003		\$0.00				\$0.00				\$0.00	
A-11	250	ea	Disconnectable Secondary Transformer Connector	285-008-00007		\$0.00				\$0.00				\$0.00	
A-12	150	ea	Disconnectable Secondary Transformer Connector	285-008-00008		\$0.00				\$0.00				\$0.00	
A-13	250	ea	Gelport Insulated Secondary Connector	285-008-00012		\$0.00		Tyco	\$32.97	\$8,242.50	stock			\$0.00	
A-14	25	ea	Inline Splice	285-076-00002		\$0.00		3M	\$31.85	\$796.25	1-2 wks			\$0.00	
A-15	30	ea	Inline Splice	285-076-00007		\$0.00		3M	\$531.69	\$15,950.70	1-2 wks			\$0.00	
A-16	30	ea	Splice Re-jacketing Kit, cold shrink type	285-076-00005		\$0.00		3M	\$49.34	\$1,480.20	1-2 wks			\$0.00	
A-17	150	ea	Underground Faulted Circuit Indicator	285-111-00002		\$0.00				\$0.00				\$0.00	
<b>Group A Recommended Award Total</b>										\$8,242.50					
<b>Group "B" Materials - Pad-mount Enclosure Junction Boxes &amp; Pull Boxes</b>															
B-1	15	ea	Pull Box, 36x60x48	285-045-00007		\$0.00		Hubbell	\$1,037.44	\$15,561.60	3-4 wks			\$0.00	
B-2	20	ea	Pull Box, 48x96x48	285-045-00008		\$0.00		Hubbell	\$2,711.51	\$54,230.20	3-4 wks			\$0.00	
B-3	12	ea	Pull Box Extension 24" for 48x96x48	285-045-00012		\$0.00		Hubbell	\$1,160.55	\$13,926.60	3-4 wks			\$0.00	
B-4	80	ea	Secondary Pedestal	285-045-00009		\$0.00		Hubbell	\$91.20	\$7,296.00				\$0.00	
B-5	5	ea	Torsion Assist Lids	285-045-00013		\$0.00		Hubbell	\$5,584.24	\$27,921.20				\$0.00	
<b>Group B Recommended Award Total</b>															
<b>Group C - Lamps &amp; Light Fixtures</b>															
C-1	100	ea	Light Fixture, 100 watt	285-056-00011		\$0.00		Cooper	\$88.29	\$8,829.00	6-8 wks			\$0.00	
C-2	100	ea	Light Fixture, 200 watt	285-056-00006		\$0.00		Cooper	\$101.70	\$10,170.00	6-8 wks			\$0.00	
C-3	100	ea	Light Fixture, 400 watt	285-056-00007		\$0.00		Cooper	\$137.84	\$13,784.00	6-8 wks			\$0.00	
C-4	40	ea	Decorative Light Fixture, 100 w	285-056-00008				Hadco	\$908.00	\$36,320.00	6-8 weeks			\$0.00	
C-5	20	ea	Decorative Light Fixture, LED	285-056-00016				Hadco	\$1,330.00	\$26,600.00	6-8 weeks			\$0.00	
<b>Group C Recommended Award Total</b>										\$26,600.00					
<b>Group D - Crossarm Braces</b>															
D-1	60	ea	HD Dead End 8'	285-047-00088		\$0.00				\$0.00				\$0.00	
D-2	150	ea	Standard Duty Crossarm 8'	285-047-00093		\$0.00				\$0.00				\$0.00	
D-3	100	ea	Standard Duty Crossarm 10'	285-047-00094		\$0.00				\$0.00				\$0.00	
D-4	20	ea	HD Deadend 10'	285-047-00099		\$0.00				\$0.00				\$0.00	
<b>Group D Recommended Award Total</b>															
<b>Group E - Miscellaneous Materials</b>															
E-1	250	ea	Pole Setting Foam	285-065-00019		\$0.00				\$0.00				\$0.00	
E-2	100	ea	S&C Wildlife Guards	285-102-00003		\$0.00				\$0.00				\$0.00	
E-3	12	ea	600/1200 amp Air Switch with S-2 Option	285-077-00004		\$0.00				\$0.00				\$0.00	
<b>Group E Recommended Award Total</b>															
<b>Total Recommended Award Amount</b>										<b>\$26,600.00</b>					
<b>Certification of Bid</b>										<b>\$8,242.50</b>					
<b>Exceptions</b>										<b>Y</b>					



City of College Station  
Annual Price Agreement for Various Electrical Items  
ITB #15-035  
Opened March 15, 2015 @ 2:00 PM

Bid total was corrected using the unit price
Recommended Award
Low Bid not acceptable or did not meet specifications
Exceptions as listed below

				Stuart C. Irby				Texas Electric Cooperatives				Techline			
				Manufacturer	Unit Price	Total Price	Delivery	Manufacturer	Unit Price	Total Price	Delivery	Manufacturer	Unit Price	Total Price	Delivery
<b>Group "A" Materials 15kV Underground Cable Accessories</b>															
Item No.	Est. Qty	Description	Inv No.												
A-1	40	ea Deadbreak T-OPII Connector	285-022-00036	Cooper	\$256.90	\$10,276.00	8-10 wks			\$0.00				\$0.00	
A-2	150	ea Protective Cap	285-095-00004	Cooper	\$18.60	\$2,790.00	4-6 wks			\$0.00		Elastimold	\$19.05	\$2,857.50	2-4 wks
A-3	300	ea Loadbreak Elbow, Jacket Seal Type	285-082-00028	Cooper	\$29.15	\$8,745.00	4-6 wks			\$0.00		Elastimold	\$27.75	\$8,325.00	2-4 wks
A-4	400	ea Loadbreak Bushing Insert	285-095-00006	Cooper	\$18.97	\$7,588.00	2 wks			\$0.00		Elastimold	\$19.05	\$7,620.00	2-4 wks
A-5	15	ea Rotatable Two-Way Bushing Insert	285-095-00007	Cooper	\$107.80	\$1,617.00	4-6 wks			\$0.00		Elastimold	\$128.00	\$1,920.00	4-6 wks
A-6	200	ea Elbow Cable Seal	285-082-00019	3M	\$9.57	\$1,914.00	2-4 wks			\$0.00		3M or Elastimold	\$7.05	\$1,410.00	stk - 2wks
A-7	100	ea Elbow Arrester	285-082-00005	Cooper	\$57.66	\$5,766.00	4-6 wks			\$0.00		Elastimold	\$57.88	\$5,788.00	2-4 wks
A-8	30	ea Parking Stand Arrester	285-082-00022	Cooper	\$147.51	\$4,425.30	4-6 wks			\$0.00		Elastimold	\$129.00	\$3,870.00	2-4 wks
A-9	50	ea Cable Terminator Cold Shrink Type	285-082-00010	3M	\$114.75	\$5,737.50	2-4 wks	3M	\$118.05	\$5,902.50	2-3 wks	3M	\$91.00	\$4,550.00	1-2 wks
A-10	100	ea Cable Terminator	285-082-00003	Elastimold	\$45.75	\$4,575.00	8-10 wks			\$0.00		Elastimold	\$40.00	\$4,000.00	8-10 wks
A-11	250	ea Disconnectable Secondary Transformer Connector	285-008-00007	CMC	\$10.45	\$2,612.50	4-6 wks	CMC	\$10.19	\$2,547.50	8-10 wks	Homac	\$12.25	\$3,062.50	stk - 2wks
A-12	150	ea Disconnectable Secondary Transformer Connector	285-008-00008			\$0.00		CMC	\$24.50	\$3,675.00	8-10 wks	Homac	\$16.25	\$2,437.50	2-4 wks
A-13	250	ea Gelport Insulated Secondary Connector	285-008-00012	Tyco	\$38.28	\$9,570.00	4-6 wks	Tyco	\$36.28	\$9,070.00	4 wks	Tyco	\$36.70	\$9,175.00	2-3 wks
A-14	25	ea Inline Splice	285-076-00002	3M	\$31.95	\$798.75	2-4 wks	3M	\$45.04	\$1,126.00	2-3 wks	3M	\$24.00	\$600.00	stk - 2wks
A-15	30	ea Inline Splice	285-076-00007			\$0.00		3M	\$555.33	\$16,659.90	4-6 wks	3M	\$505.00	\$15,150.00	2-3 wks
A-16	30	ea Splice Re-jacketing Kit, cold shrink type	285-076-00005	3M	\$50.75	\$1,522.50	2-4 wks	3M	\$53.88	\$1,616.40	2-3 wks	3M	\$46.50	\$1,395.00	2-3 wks
A-17	150	ea Underground Faulted Circuit Indicator	285-111-00002			\$0.00		SEL	\$138.89	\$20,833.50	6-8 wks	SEL	\$138.00	\$20,700.00	4-5 wks
<b>Group A Recommended Award Total</b>												\$62,437.50			
<b>Group "B" Materials - Pad-mount Enclosure Junction Boxes &amp; Pull Boxes</b>															
B-1	15	ea Pull Box, 36x60x48	285-045-00007	Hubbell	\$992.20	\$14,883.00	3-5 wks	CDR/Quazite	\$991.34	\$14,870.10	3-4 wks	Quazite	\$907.00	\$13,605.00	3-4 wks
B-2	20	ea Pull Box, 48x96x48	285-045-00008	Hubbell	\$2,622.12	\$52,442.40	3-5 wks	CDR/Quazite	\$2,651.26	\$53,025.20	3-4 wks	Quazite	\$2,420.00	\$48,400.00	3-4 wks
B-3	12	ea Pull Box Extension 24" for 48x96x48	285-045-00012	Hubbell	\$1,141.97	\$13,703.64	3-5 wks	CDR/Quazite	\$1,134.76	\$13,617.12	3-4 wks	Quazite	\$1,033.00	\$12,396.00	3-4 wks
B-4	80	ea Secondary Pedestal	285-045-00009	Hubbell	\$92.75	\$7,420.00	3-5 wks	CDR/Quazite	\$89.18	\$7,134.40	3-4 wks	Quazite	\$82.00	\$6,560.00	3-4 wks
B-5	5	ea Torsion Assist Lids	285-045-00013	Hubbell	\$5,475.00	\$27,375.00	4-6 wks	Hubbell	\$5,460.15	\$27,300.75	4 wks	Quazite	\$4,920.00	\$24,600.00	3-4 wks
<b>Group B Recommended Award Total</b>												\$105,561.00			
<b>Group C - Lamps &amp; Light Fixtures</b>															
C-1	100	ea Light Fixture, 100 watt	285-056-00011	Cooper	\$88.35	\$8,835.00	4-6 wks	Cooper	\$86.34	\$8,634.00	6-8 wks	AEL	\$84.20	\$8,420.00	3-5 wks
C-2	100	ea Light Fixture, 200 watt	285-056-00006	Cooper	\$101.70	\$10,170.00	4-6 wks	Cooper	\$99.45	\$9,945.00	6-8 wks	AEL	\$97.00	\$9,700.00	3-5 wks
C-3	100	ea Light Fixture, 400 watt	285-056-00007	Cooper	\$137.84	\$13,784.00	4-6 wks	Cooper	\$134.78	\$13,478.00	6-8 wks	AEL	\$131.50	\$13,150.00	4-6 wks
C-4	40	ea Decorative Light Fixture, 100 w	285-056-00008			\$0.00				\$0.00		Hadco	\$898.15	\$35,926.00	6-8 wks
C-5	20	ea Decorative Light Fixture, LED	285-056-00016			\$0.00				\$0.00		Hadco	\$1,497.95	\$29,959.00	6-8 wks
<b>Group C Recommended Award Total</b>												\$49,076.00			
<b>Group D - Crossarm Braces</b>															
D-1	60	ea HD Dead End 8'	285-047-00088	Aluma-Form	\$183.94	\$11,036.40	4-6 wks	Pupi	\$223.34	\$13,400.40	4-6 wks	Shakespeare	\$183.00	\$10,980.00	4-6 wks
D-2	150	ea Standard Duty Crossarm 8'	285-047-00093	Aluma-Form	\$99.97	\$14,995.50	4-6 wks	Pupi	\$88.89	\$13,333.50	4-6 wks	Shakespeare	\$95.00	\$14,250.00	4-6 wks
D-3	100	ea Standard Duty Crossarm 10'	285-047-00094	Aluma-Form	\$117.07	\$11,707.00	4-6 wks	Pupi	\$113.89	\$11,389.00	4-6 wks	Shakespeare	\$110.00	\$11,000.00	4-6 wks
D-4	20	ea HD Deadend 10'	285-047-00099	Aluma-Form	\$211.66	\$4,233.20	4-6 wks	Pupi	\$247.78	\$4,955.60	4-6 wks	Shakespeare	\$208.00	\$4,160.00	4-6 wks
<b>Group D Recommended Award Total</b>												\$15,140.00			
<b>Group E - Miscellaneous Materials</b>															
E-1	250	ea Pole Setting Foam	285-065-00019	BMK	\$78.32	\$19,580.00	2-4 wks	BMK	\$61.12	\$15,280.00	3-4 wks	BMK	\$77.00	\$19,250.00	stock
E-2	100	ea S&C Wildlife Guards	285-102-00003	S&C	\$277.15	\$27,715.00	2-4 wks			\$0.00		S&C	\$220.00	\$22,000.00	6 wks
E-3	12	ea 600/1200 amp Air Switch with S-2 Option	285-077-00004	Inertia	\$4,428.55	\$53,142.60	8-10 wks	Inertia	\$4,108.72	\$49,304.64	8-10 wks	Inertia	\$4,400.00	\$52,800.00	8-10 wks
<b>Group E Recommended Award Total</b>												\$64,584.64			
<b>Total Recommended Award Amount</b>				<b>\$10,378.00</b>				<b>\$64,584.64</b>				<b>\$232,214.50</b>			
<b>Certification of Bid</b>				<b>Y</b>				<b>Y</b>				<b>Y</b>			
<b>Exceptions</b>															



City of College Station  
Annual Price Agreement for Various Electrical Items  
ITB #15-035  
Opened March 15, 2015 @ 2:00 PM

Bid total was corrected using the unit price
Recommended Award
Low Bid not acceptable or did not meet specifications
Exceptions as listed below

				KBS Electrical Dist.				Priester-Mell & Nicholson			
				Manufacturer	Unit Price	Total Price	Delivery	Manufacturer	Unit Price	Total Price	Delivery
<b>Group "A" Materials 15kV Underground Cable Accessories</b>											
Item No.	Est. Qty		Description	Inv No.							
A-1	40	ea	Deadbreak T-OPII Connector	285-022-00036	Cooper	\$244.68	\$9,787.20	4-6 wks			\$0.00
A-2	150	ea	Protective Cap	285-095-00004	Cooper	\$18.60	\$2,790.00	4-6 wks			\$0.00
A-3	300	ea	Loadbreak Elbow, Jacket Seal Type	285-082-00028	Cooper	\$28.03	\$8,409.00	4-6 wks			\$0.00
A-4	400	ea	Loadbreak Bushing Insert	285-095-00006	Cooper	\$19.04	\$7,616.00	4-6 wks			\$0.00
A-5	15	ea	Rotatable Two-Way Bushing Insert	285-095-00007	Cooper	\$106.00	\$1,590.00	4-6 wks			\$0.00
A-6	200	ea	Elbow Cable Seal	285-082-00019	3M	\$14.10	\$2,820.00	2-3 wks			\$0.00
A-7	100	ea	Elbow Arrester	285-082-00005	Cooper	\$57.65	\$5,765.00	4-6 wks			\$0.00
A-8	30	ea	Parking Stand Arrester	285-082-00022	Cooper	\$139.00	\$4,170.00	4-6 wks			\$0.00
A-9	50	ea	Cable Terminator Cold Shrink Type	285-082-00010	3M	\$114.65	\$5,732.50	2-3 wks			\$0.00
A-10	100	ea	Cable Terminator	285-082-00003			\$0.00				\$0.00
A-11	250	ea	Disconnectable Secondary Transformer Connector	285-008-00007	Polaris	\$9.79	\$2,447.50	4-6 wks	CMC	\$10.00	\$2,500.00
A-12	150	ea	Disconnectable Secondary Transformer Connector	285-008-00008	Polaris	\$16.44	\$2,466.00	4-6 wks			\$0.00
A-13	250	ea	Gelpport Insulated Secondary Connector	285-008-00012	Tyco	\$34.10	\$8,525.00	3-4 wks			\$0.00
A-14	25	ea	Inline Splice	285-076-00002	3M	\$30.67	\$766.75	2-3 wks			\$0.00
A-15	30	ea	Inline Splice	285-076-00007	3M	\$522.00	\$15,660.00	2-3 wks			\$0.00
A-16	30	ea	Splice Re-jacketing Kit, cold shrink type	285-076-00005	3M	\$47.78	\$1,433.40	2-3 wks			\$0.00
A-17	150	ea	Underground Faulted Circuit Indicator	285-111-00002	Fisher Pierce	\$137.00	\$20,550.00	10-12 wks			\$0.00
<b>Group A Recommended Award Total</b>						\$19,589.70					
<b>Group "B" Materials - Pad-mount Enclosure Junction Boxes &amp; Pull Boxes</b>											
B-1	15	ea	Pull Box, 36x60x48	285-045-00007	CDR/Quazite	\$949.00	\$14,235.00	4-6 wks	Martin Enterprises	\$899.00	\$13,485.00
B-2	20	ea	Pull Box, 48x96x48	285-045-00008	CDR/Quazite	\$2,510.00	\$50,200.00	4-6 wks	Martin Enterprises	\$1,999.00	\$39,980.00
B-3	12	ea	Pull Box Extension 24" for 48x96x48	285-045-00012	CDR/Quazite	\$1,080.00	\$12,960.00	4-6 wks	Martin Enterprises	\$999.00	\$11,988.00
B-4	80	ea	Secondary Pedestal	285-045-00009	CDR/Quazite	\$88.60	\$7,088.00	4-6 wks	Martin Enterprises	\$118.00	\$9,440.00
B-5	5	ea	Torsion Assist Lids	285-045-00013	CDR/Quazite	\$5,220.00	\$26,100.00	4-6 wks	Martin Enterprises	\$3,279.00	\$16,395.00
<b>Group B Recommended Award Total</b>						\$77,048.00					
<b>Group C - Lamps &amp; Light Fixtures</b>											
C-1	100	ea	Light Fixture, 100 watt	285-056-00011	AM. Electric	\$84.50	\$8,450.00	3-5 wks	Cooper	\$83.00	\$8,300.00
C-2	100	ea	Light Fixture, 200 watt	285-056-00006	AM. Electric	\$97.30	\$9,730.00	3-5 wks	Cooper	\$96.00	\$9,600.00
C-3	100	ea	Light Fixture, 400 watt	285-056-00007	AM. Electric	\$132.00	\$13,200.00	3-5 wks	Cooper	\$131.00	\$13,100.00
C-4	40	ea	Decorative Light Fixture, 100 w	285-056-00008			\$0.00				\$0.00
C-5	20	ea	Decorative Light Fixture, LED	285-056-00016			\$0.00				\$0.00
<b>Group C Recommended Award Total</b>						\$17,900.00					
<b>Group D - Crossarm Braces</b>											
D-1	60	ea	HD Dead End 8'	285-047-00088	PUPI	\$192.00	\$11,520.00	4 wks	Pupi	\$220.00	\$13,200.00
D-2	150	ea	Standard Duty Crossarm 8'	285-047-00093	PUPI	\$87.00	\$13,050.00	4 wks	Pupi	\$96.00	\$14,400.00
D-3	100	ea	Standard Duty Crossarm 10'	285-047-00094	PUPI	\$99.85	\$9,985.00	4 wks	Pupi	\$112.00	\$11,200.00
D-4	20	ea	HD Deadend 10'	285-047-00099	PUPI	\$213.68	\$4,273.60	4 wks	Pupi	\$242.00	\$4,840.00
<b>Group D Recommended Award Total</b>						\$33,738.60					
<b>Group E - Miscellaneous Materials</b>											
E-1	250	ea	Pole Setting Foam	285-065-00019	Utility Structural	\$73.00	\$18,250.00	stock	Poly Set	\$68.96	\$17,240.00
E-2	100	ea	S&C Wildlife Guards	285-102-00003	S&C	\$205.00	\$20,500.00	8 wks	S&C	\$181.00	\$18,100.00
E-3	12	ea	600/1200 amp Air Switch with S-2 Option	285-077-00004	S&C	\$5,816.00	\$69,792.00	8 wks			\$0.00
<b>Group E Recommended Award Total</b>						\$46,062.00					
<b>Total Recommended Award Amount</b>						<b>\$42,624.70</b>				<b>\$36,000.00</b>	
<b>Certification of Bid</b>						Y				Y	
<b>Exceptions</b>						1. Item A-2 - Awarded by Tie Breaker 2. Group B: Freight allowed on \$6,000.00 combined shipments.					



## Legislation Details (With Text)

<b>File #:</b>	15-0220	<b>Version:</b>	1	<b>Name:</b>	BVWACS FY 16 Budgets
<b>Type:</b>	Report	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	4/27/2015	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	5/18/2015	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Presentation, possible action, and discussion regarding approval of the Brazos Valley Wide Area Communications System (BVWACS) Operating Budget for FY 16 and authorizing the City's quarterly payments of approximately \$50,567.50 for an annual total of \$202,270; and approval of the BVWACS Capital Equipment Replacement Reserve Fund Budget for FY 16 and payment of the City's share in the amount of \$96,047.61.				
<b>Sponsors:</b>	Ben Roper				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">04_17_2015_Draft_FY2016_Budget_With_Prior_3_FY_comparison.pdf</a> <a href="#">Capital Equipment Replacement.pdf</a>				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of the Brazos Valley Wide Area Communications System (BVWACS) Operating Budget for FY 16 and authorizing the City's quarterly payments of approximately \$50,567.50 for an annual total of \$202,270; and approval of the BVWACS Capital Equipment Replacement Reserve Fund Budget for FY 16 and payment of the City's share in the amount of \$96,047.61.

Relationship to Strategic Goals: (Select all that apply)

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: On August 22, 2013, Council approved the First Restatement of the ILA establishing the BVWACS and the ILA appointing the Brazos Valley Council of Governments (BVCOG) to act as the Managing Entity for the BVWACS. In accordance with the BVWACS ILA a Proposed Operating Budget and a Proposed Capital Equipment Replacement Reserve Fund Budget for FY 16 was reviewed and approved by the Governing Board on April 22, 2015.

Each of the BVWACS Parties (Bryan, College Station, Brenham, Washington County, Brazos County, Texas A&M University) has 30 days to review the proposed budgets. If any BVWACS Party does not agree with the proposed BVWACS Budgets as presented, it must provide the Governing Board with a detailed explanation of its issues with the draft Budget within 30 days after receipt.

Budget & Financial Summary: If approved by Council funding for the City's share of the BVWACS FY

16 Operating Budget and Capital Equipment Replacement Reserve Fund Budget will be included in the Information Technology FY 16 Operating Budget.

**Attachments:**

Operating Budget

Capital Equipment Replacement Budget

## BRAZOS VALLEY WIDE AREA COMMUNICATIONS SYSTEM

### DRAFT OPERATING BUDGET FY 2016

EXPENSES	<u>PROPOSED FY2016</u>	<u>BVWACS FY2015</u>	<u>BVWACS FY2014</u>	<u>BVWACS FY2013</u>
Personnel				
System Manager	87,550	96,588	94,694	91,052
BVCOG Staff	4,627	5,000	9,676	19,351
Benefits	25,000	25,397	31,311	33,941
Total Personnel	<u>117,177</u>	<u>126,985</u>	<u>135,681</u>	<u>144,344</u>
Direct Expenses				
Travel	8,000	8,000	8,000	8,000
Data Connectivity	100,000	122,217	118,589	109,164
Maintenance (Motorola)	263,958	248,124	239,652	258,445
Maintenance (HCRRS)	88,445	79,857	77,765	77,765
Supplies				
Telephone Expense	1,500	600	1,400	1,400
Equipment				
Contingency	15,000			
Consultants				
Postage, Printing, Training				
Other Direct		15,000	15,000	15,000
Total Direct Expenses	<u>476,903</u>	<u>473,798</u>	<u>460,406</u>	<u>469,774</u>
Other Direct Expenses				
Copier Expense	125	100	160	160
Postage Expense	50	50	195	192
Insurance	6,000	6,000	6,000	6,000
Training and Meeting Expense	2,500	2,500	2,500	2,500
Total Other Direct Expenses	<u>8,675</u>	<u>8,650</u>	<u>8,855</u>	<u>8,852</u>
Internal Service Funds				
Accounting Svc ISF	8,000	8,800	4,984	4,608
System Adm ISF	9,000	7,400	10,977	10,149
Copy Fax Service ISF	400	290	555	513
Human Resource Management ISF	6,800	5,000	9,231	8,535
Office Space ISF	6,720	6,400	7,087	6,552
Receipt Internet Loc Ph ISF	2,000	3,000	2,495	2,307
Core Supplies ISF		-	1,872	1,731
Supply Procurement ISF		-	873	807
Audit Expense	1,900	1,700	1,300	1,250
Total Internal Service Funds	<u>34,820</u>	<u>32,590</u>	<u>39,374</u>	<u>36,452</u>
Total Expenses before Indirect	<u>637,575</u>	<u>642,023</u>	<u>644,316</u>	<u>659,422</u>
Indirect Expenses				
Indirect Cost Expense	15,500	15,665	23,681	17,842
Total Indirect Expenses	<u>15,500</u>	<u>15,665</u>	<u>23,681</u>	<u>17,804</u>
Total EXPENSES	<u>653,075</u>	<u>657,688</u>	<u>667,997</u>	<u>677,226</u>

#### COST ALLOCATION\*

Brazos County (479)	16.39%	107,058	94,773	97,702	90,613
Brenham (284)	9.72%	63,475	66,492	69,511	65,623
Bryan (437)	14.96%	97,671	102,271	104,233	137,816
College Station (905)	30.97%	202,270	214,406	210,732	211,904
Texas A & M (313)	10.71%	69,956	65,308	69,777	65,826
Washington County (504)	17.25%	112,645	114,438	114,496	105,444
(Total = 2922)	100.00%	<u>653,075</u>			

\*NOTE: Updated participation rates for FY2016

DRAFT dated 04/01/2015

# BRAZOS VALLEY WIDE AREA COMMUNICATIONS SYSTEM

FY2016 Capital Funding approved by the BVWACS Governing Board

April 22, 2015

	BRYAN	COLLEGE STA	TAMU	BRAZOS	BRENHAM	WASHINGTON	ANNUAL
DISTRIBUTION BY FY2016 SUBSCRIBER COUNT	14.96%	30.97%	10.71%	16.39%	9.72%	17.25%	
Funding 75% of value, <b><i>all infrastructure</i></b>	\$ 46,395.62	\$ 96,047.61	\$ 33,215.04	\$ 50,830.49	\$ 30,144.75	\$ 53,497.62	\$ 310,131.13



## Legislation Details (With Text)

**File #:** 15-0236      **Version:** 1      **Name:** Pipeline Franchise for Oil and Gas Operations  
**Type:** Franchises      **Status:** Consent Agenda  
**File created:** 5/8/2015      **In control:** City Council Regular  
**On agenda:** 5/18/2015      **Final action:**  
**Title:** Presentation, possible action, and discussion on the first of two readings of a non-exclusive Pipeline Franchise Ordinance for Oil and Gas Operations with Halcón Field Services, LLC to construct, operate, maintain, remove, replace, and repair pipeline facilities, together with equipment and appurtenances thereto, for the transportation of petroleum products and byproducts.  
**Sponsors:** Alan Gibbs  
**Indexes:**  
**Code sections:**  
**Attachments:** [Pipeline Franchise Ordinance](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on the first of two readings of a non-exclusive Pipeline Franchise Ordinance for Oil and Gas Operations with Halcón Field Services, LLC to construct, operate, maintain, remove, replace, and repair pipeline facilities, together with equipment and appurtenances thereto, for the transportation of petroleum products and byproducts.

- Good Governance
- Diverse Growing Economy

Recommendation(s): Staff recommends approval.

### Summary:

Article XI, Section 103 of the City Charter provides that the City can grant franchises. The City Charter requires two readings of Council followed by a 60 day period after passage by Council before a granted franchise can become effective.

The framework of this pipeline franchise was recently prepared by the City's consultant Ernie Bruchez recently as previously referenced and associated with the Oil and Gas Ordinance Update effort. This particular franchise is the next step in Halcón's Bistonte #3H Well and Buey #1H Well permitting to enable the collection and transportation, via pipeline, of natural gas and other petroleum products produced by the two wells.

### Budget & Financial Summary:

The Franchisee (Halcón Field Services, LLC) agrees and shall pay to the City an annual franchise fee of \$1.00 per linear foot of the pipeline franchise area, plus an annual fee of \$1,000 per road boring. The current route in the franchised area is an estimated 3,534 linear feet long and will require two road borings. The total annual fee to be paid by Franchisee to the City is \$5,534.00.

**Attachments:**

1. Pipeline Franchise Ordinance

# PIPELINE FRANCHISE ORDINANCE FOR OIL OR GAS OPERATIONS

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE GRANTING HALCÓN FIELD SERVICES, LLC, A LIMITED LIABILITY CORPORATION, ITS SUCCESSORS, GRANTEES AND ASSIGNS THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO CONSTRUCT, OPERATE, MAINTAIN, REMOVE, REPLACE, AND REPAIR EXISTING PIPELINE FACILITIES, TOGETHER WITH EQUIPMENT AND APPURTENANCES THERETO, FOR THE TRANSPORTATION OF PETROLEUM PRODUCTS AND BYPRODUCTS WITHIN AND THROUGH THE CITY OF COLLEGE STATION, TEXAS.

WHEREAS, HALCÓN FIELD SERVICES, LLC (“Grantee”) has applied for a nonexclusive Franchise to operate and maintain pipelines to transport oil, gas, related hydrocarbons, water to be injected or produced water, under the permitted conduct of oil or gas operations within and through the City of College Station, Texas (the “City” or “Grantor”); and,

WHEREAS, the state statutes, City Charter and City Ordinances authorize the City to grant nonexclusive Franchises;

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

## **Section 1. Definitions.**

For this Franchise and all exhibits attached hereto, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning.

1.1 Construct or Construction shall mean reconstructing, removing, replacing, and repairing existing pipeline(s) and/or Facilities and may include, but is not limited to, digging and/or excavating for the purposes of reconstructing, removing, replacing, and repairing existing pipeline(s) and/or Facilities. The limited rights and privileges granted under this Franchise shall not convey any right to Grantee to install any new pipeline(s) and/or Facilities without the express written consent of Grantor.

1.2 Effective Date shall mean the date designated herein, after passage, approval and legal publication of this Ordinance and acceptance by Grantee, upon which the rights, duties and obligations shall come in effect and the date from which the time requirement for any notice, extension and/or renewal will be measured.

1.3 Facilities shall mean the Grantee’s pipeline system, lines, valves, mains, and appurtenances used to transport or distribute Grantee’s petroleum product(s).

1.4 Franchise shall mean this Franchise and any amendments, exhibits, or appendices to this Franchise.

1.5 Franchise Area means the area within the jurisdictional boundaries of the Grantor, including any areas annexed by Grantor during the term of this Franchise, in which case the annexed area shall become subject to the terms of this Franchise.

1.6 Hazardous Substance shall mean any hazardous, toxic, or dangerous substance, material, waste, pollutant, or contaminant. The term shall specifically include petroleum and petroleum products and their by-products, residue, and remainder in whatever form or state. The term shall also be interpreted to include any substance which, after release into the environment, will or may reasonably be anticipated to, cause death, disease, injury, illness, behavior abnormalities or genetic abnormalities.

1.7 Maintenance or Maintain shall mean examining, testing, inspecting, repairing, maintaining and replacing the existing pipeline(s) and/or Facilities or any part thereof as required and necessary for safe operation.

1.8 Pipeline Corridor shall mean the pipeline pathway through the Franchise Area in which the pipeline(s) and or Facilities of the Grantee are located, including any Rights-of-Way, Public Property, and/or easement over and through private property.

1.9 Public Properties shall mean the present and/or future property owned or leased by Grantor within the present and/or future corporate limits or jurisdictional boundaries of the Grantor.

1.10 Operate or Operations shall mean the use of Grantee's existing or future pipeline(s) and/or Facilities for the transportation, distribution and handling of petroleum products or byproducts within and through the Franchise Area.

1.11 Rights-of-Way means the surface and the space above and below streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, easements, rights-of-way and similar public property and areas located within the Franchise Area.

1.12 Railroad Commission [RRC] means the Railroad Commission of the State of Texas.

1.13 Texas Commission on Environmental Quality [TCEQ] means the State of Texas Commission on Environmental Quality.

## **Section 2. Grant of Authority.**

2.1 Grantor hereby grants to Grantee, a limited liability corporation organized and existing under and by virtue of the laws of the State of Delaware, and which is authorized to transact business within the State of Texas, its successors and assigns (as provided in Section 4), the right, privilege, authority and Franchise to Construct, Reconstruct, Operate and Maintain its existing pipeline(s) and/or Facilities necessary for the transportation, distribution and handling of any petroleum

product or byproduct thereof, within the existing Pipeline Corridor passing through the Franchise Area.

2.2 This Franchise is non-exclusive. Grantor reserves all rights to its property, including, without limitation, the right to grant additional Franchises, easements, licenses and permits to others, provided that the Grantor shall grant no other Franchise, license, easement or permit that would unreasonably interfere with Grantee's permitted use under this Franchise. This Franchise shall in no manner prohibit the Grantor or limit its power to perform work upon its Rights-of-Way, Public Properties or make all necessary changes, relocations, repairs, maintenance, establishment, improvement thereto, or from using any of the Rights-of Way and Public Properties, or any part, as the Grantor may deem fit from time to time, including the dedication, establishment, maintenance and improvement of all new Rights-of-Way and other Public Properties of every type and description.

2.3 This Franchise is conditioned upon the terms and conditions contained herein and Grantee's compliance with all applicable federal, state or other regulatory programs that currently exist or may hereafter be enacted by any regulatory agencies with jurisdiction over the Grantee.

2.4 By granting this Franchise, the Grantor is not assuming any risks or liabilities, all of which shall be solely and separately borne by Grantee. Grantee agrees and covenants, at its sole cost and expense, to protect, support, and keep safe from harm its pipeline(s) and/or Facilities, or any part thereof, when necessary to protect the public health and safety.

2.5 This Franchise is intended to convey only a limited right and interest. It is not a warranty of title or interest in Grantor's Rights-of-Way or other Public Property. None of the rights granted herein shall affect the Grantor's jurisdiction over its property, streets or Rights-of-Way.

2.6 Grantee agrees, covenants and warrants, at its sole cost and expense that it has made its own independent search and investigation of title to all properties, including purported Rights-of-Way, along the Pipeline Corridor and that Grantee expressly represents and warrants that it has secured all necessary permission, property rights and interests, from the owners of the underlying fee interest or any other affected tract or property interest. Grantee expressly agrees that this Franchise does not grant or convey permission for Grantee to trespass on the property or rights of another.

2.7 This franchise does not and shall not convey any right to Grantee to install its Facilities on, under, over, across, or to otherwise use City owned or leased properties of any kind, either within or outside the Pipeline Corridor, other than existing public rights-of-way.

2.8 The limited rights and privileges granted under this Franchise shall not convey any right to Grantee to construct any new pipeline(s) and/or Facilities without the express written consent of Grantor.

**Section 3. Term.** Each provision of this Franchise shall become effective upon the Effective Date, subject to Grantee's acceptance of the terms and conditions of this Franchise and shall remain in effect for five (5) years thereafter. Subsequently, and under City Ordinances, City Council will consider renewing this Franchise, at the written request of Grantee, for an additional five (5) year

renewal period within one (1) year before the end of the Franchise's original five (5) year term, unless either party expresses its intention in writing to terminate this Franchise at the conclusion of the original five (5) year term. Renewal must be requested no less than six months before expiration of this Franchise.

**Section 4. Assignment and Transfer of Franchise.**

4.1 This franchise shall not be leased, sub-leased, sub-divided, assigned or otherwise alienated in whole or in part without the express written consent of the Grantor by ordinance.

4.2 No transfer shall be approved unless the assignee or transferee has at least the legal, technical, financial, and other requisite qualifications to carry on the activities of the Grantee.

4.3 Any transfer or assignment of this Franchise without the prior written consent of the City by ordinance, shall be void and result in revocation of the Franchise.

**Section 5. Compliance with Laws and Standards.**

5.1 In carrying out any authorized activities under the privileges granted herein, Grantee shall meet accepted industry standards and comply with all applicable laws of any governmental entity with jurisdiction over the pipeline and its operation. This shall include all laws, rules and regulations existing at the Effective Date of this Franchise or that may be subsequently enacted by any governmental entity with jurisdiction over Grantee and/or the pipeline(s) and Facilities.

5.2 In the case of any conflict between the terms of this Franchise and the terms of Grantor's ordinances, codes, regulations, standards and procedures, this Franchise shall govern.

**Section 6. Construction and Maintenance.**

6.1 All pipeline Construction, Maintenance or Operation undertaken by Grantee, upon Grantee's direction or on Grantee's behalf shall be completed in a good and workmanlike manner.

6.2 Except in the case of an emergency, prior to commencing any Construction and/or Maintenance work in the Franchise Area, the Grantee shall first file with the Grantor such detailed plans, specifications, and profile sheets prepared by a professional engineer, licensed in Texas, of the intended work as may be required by the Grantor. Grantee shall survey the proposed pipeline route and locate all existing utilities and other above-ground and below-ground infrastructure in the Franchised Area. Grantor may require such additional information, plans, specifications, and/or requirements as in Grantor's opinion to protect the public health and safety during the Construction and/or Maintenance work and for the remaining term of this Franchise.

6.3 All Construction and/or Maintenance work shall be performed in conformity with the plans, maps and specifications filed with the Grantor, except in instances in which deviation may be allowed thereafter in writing pursuant to an application by the Grantee. Grantee shall be responsible for field locating all utilities and other infrastructure to avoid conflicts during construction.

6.4 All pipe and other components of any Facilities used in Construction and/or Maintenance activities within the Franchise Area shall comply with applicable federal and state regulations, as from time to time amended.

6.5 Except in the event of an emergency, Grantee shall provide Grantor at least ten (10) calendar days written notice prior to any Construction, Reconstruction and/or Maintenance, or other substantial activity, other than routine inspections and maintenance, by Grantee, its agents, employees or contractors on Grantee's pipeline(s) or Facilities within the Franchise Area.

6.6 Work shall only commence upon the issuance of applicable permits by the City, which permits shall not be unreasonably withheld or delayed; however, if an emergency occurs requiring immediate action by Grantee for protecting the pipeline(s) or Facilities, Grantor's property or other persons or property, Grantee may proceed without first obtaining the normally required permits. Grantee must (1) try to protect, support, and keep safe from harm its pipeline(s) and/or Facilities, or any part thereof; Grantor's property; or other persons or property, and to protect the public health and safety; and (2) soon thereafter, must obtain the required permits and comply with any mitigation requirements or other conditions in the after-the-fact permit.

6.7 Unless such condition or regulation is in conflict with a federal requirement, the Grantor may condition the granting of any permit or other approval that is required under this Franchise, in any manner reasonably necessary for the safe use and management of the public right-of-way or the Grantor's property including, by way of example and not limitation, bonding, maintaining proper distance from other utilities, maintaining cathodic protection, protecting the continuity of pedestrian and vehicular traffic and protecting any Rights-of-Way improvements, private facilities and public safety.

6.8 Grantee shall maintain all cathodic protection as designed and permitted. Additionally, Grantee will annually contract with a city-approved, qualified, third-party testing firm and at a minimum annually submit testing result reports for each of the two cathodic testing stations to the City Engineer to confirm the cathodic protection is performing satisfactorily. These annual reports shall be required and included with the annual oil and gas renewal permits for the associated Bistonte and Buey Wells. Any concerns identified by the cathodic testing reports or the Grantor shall be repaired by the Grantee in a timely manner, including the full replacement of the sacrificial anodes. Regardless, the anodes shall be replaced at minimum of every ten (10) years. 6.9 Whenever necessary, after constructing or maintaining any of Grantee's pipeline(s) or Facilities within the Franchise Area, the Grantee shall, without delay, and at Grantee's sole expense, remove all debris and restore the surface as nearly as possible to as good or better condition as it was in before the work began. Grantee shall replace any property corner monuments, survey reference or hubs disturbed or destroyed during Grantee's work in the areas covered by this Franchise. Such restoration shall be done in a manner consistent with applicable codes and laws, including the B/CS United Standards, as amended and available upon request, under the supervision of the Grantor and to the Grantor's satisfaction and specifications. The restoration shall be done under a bond in an amount and type appropriate to guarantee adequate restoration.

6.10 Grantee shall continuously be a member of the State of Texas one-call number locator service, or an approved equivalent, and shall comply with all such applicable rules and regulations. Grantee

shall provide reasonable notice to the City prior to commencing any Maintenance or Construction under this Franchise and additionally to those owners or other persons in control of property in the Franchise Area when the Maintenance or Construction will affect access or otherwise affect the property.

6.11 Markers demarcating the pipeline's location shall be placed on the surface at least every 100 yards so as to provide clear warning of the presence of the pipeline but in a manner that does not interfere with trails or other public uses in that area. Grantee shall place continuous underground markers demarcating the pipeline's location each time Grantee digs to the pipeline.

6.12 Upon acceptance of this Franchise by Grantee, the Grantee shall file and thereafter maintain at all times with the Grantor a survey depicting the location of the Pipeline Corridor within the Franchise Area as well as the approximate location of Grantee's pipeline(s) and Facilities within the Pipeline Corridor along with all other known utilities, landmarks, and physical features. When the City or third parties are engaged in work in the Pipeline Corridor, or within fifty (50) feet of the Pipeline Corridor, Grantee shall promptly respond to requests to locate the precise position of its Facilities. If the project is a City project, Grantee shall bear any costs associated with locating its Facilities.

6.13 Grantee shall also provide detailed as-built design drawings, certified by the engineer and contractor, showing the size, depth and location of all pipes, valves, gauges, other service appurtenances and Facilities within the Franchise Area. It is understood that the location of the Facilities shall be verified by excavating if exact alignment is required. City agrees that it will comply with all state and federal laws prohibiting disclosure of Grantees drawings, maps, etc. to any third party. The following certifications shall be affixed and signed with the as-built drawings:

“I hereby attest that I am familiar with the associated construction and attest that the pipeline facilities have been constructed as reflected on the as-built drawings within reasonable dimension tolerances based on the approved construction plans or amendments thereto approved by the City of College Station.”

---

(Licensed Professional Engineer)

“I hereby attest that the pipeline facilities and improvements shown on this as-built sheet were actually built, and that said pipeline facilities and improvements are substantially as shown hereon. I further certify, to the best of my knowledge, that the materials of construction and the sizes of manufactured items, if any, are stated correctly hereon.”

---

(General Contractor)

6.14 Within thirty (30) days of completing any Maintenance or Construction, or any other substantial activity within the Franchise Area, the Grantee shall provide updated and corrected as-built drawings and a survey showing the location, depth and other characteristics of the Facilities within the Franchise Area.

6.15 Nothing in this Franchise shall be deemed to impose any duty or obligation upon Grantor to determine the adequacy or sufficiency of Grantee's plans and designs or to ascertain whether Grantee's proposed or actual Construction, Reconstruction, testing, maintenance, repairs, replacement or removal is adequate or sufficient or in conformance with the plans and specifications reviewed by Grantor.

6.16 Grantee shall be solely and completely responsible for workplace safety and safe working practices on its job sites within the Franchise area, including safety of all persons and property during the performance of any work.

#### **Section 7. Operations, Maintenance, Inspection, Testing.**

7.1 Grantee shall operate, maintain, inspect and test its pipeline(s) and Facilities in the Franchise Area in full compliance with the applicable provisions of all federal, state and local laws, regulations and standards, as now enacted or hereafter amended, and any other future laws or regulations applicable to Grantee's pipeline(s) and Facilities, products and business operations.

7.2 If the federal Office of Pipeline Safety or the state regulatory agency significantly decreases staffs, or if any congressional or legislative study indicates that federal or state regulatory oversight has significantly decreased in effectiveness during the term of this Franchise, then Grantor and City agree to expeditiously negotiate new franchise provisions that will provide the City with access to detailed information regarding testing and inspection such as would have been routinely submitted to the federal or state regulatory agencies under the regulations in effect at the time of the Effective Date. Grantee agrees to cover all costs incurred by City for expert assistance in interpreting the testing and inspection data. If Grantor and Grantee fail to agree upon new franchise provisions, the issues shall be resolved through the Dispute Resolution provisions of Section 13.

#### **Section 8. Encroachment Management.**

8.1 Within ninety (90) days of entering into this Franchise, and on an annual basis thereafter, Grantee shall provide a written encroachment management plan that demonstrates how Grantee's pipeline(s) and/or Facilities are and will be protected against possible encroachment. This plan shall include at least: (1) education and one-call involvement as defined in Federal Regulations, and (2) an encroachment management process demonstrating: (a) Grantee's process for monitoring activity in or near the Pipeline Corridor; (b) Grantee's field verification of the location of Facilities within the Pipeline Corridor; (c) Grantee's encroachment tracking system; (d) Grantee's review/coordination process for critical encroachments; (e) control center notification of existing or active encroachments; and (f) assertive protection of the pipeline Rights-of-Way.

8.2 Upon notification to Grantee of planned Construction or Reconstruction involving excavation or any activity that could abnormally load the pipeline, by either the City or any third party, within

fifty (50) feet of Grantee's Pipeline Corridor, Grantee shall flag the precise location of its Facilities before the Construction or activity commences, provide a representative to inspect the Construction when it commences, and periodically inspect thereafter to ensure that Grantee's Pipeline is not damaged by the Construction or activity.

8.3 Upon the City's reasonable request, in connection with the design of any City public works project, Grantee will verify the exact location of its underground Facilities within the Pipeline Corridor by excavating (pot holing) at no expense to the City. If Grantee performs such excavation, the City shall require no restoration of the disturbed area in excess of restoration to the same condition as existed immediately prior to the excavation.

#### **Section 9. Leaks, Spills, Ruptures and Emergency Response.**

9.1 Grantee shall have in place, at all times during the term of this Franchise, a system for remotely monitoring pressures and flows across the Franchise Area. The remote monitoring must be able to accurately detect pipeline ruptures.

9.2 During the term of this Franchise, Grantee shall have a written emergency response plan and procedure for locating leaks, spills, and ruptures and for shutting down valves as rapidly as possible.

9.3 Upon acceptance of this Franchise, Grantee shall provide, for Grantor's approval and acceptance, a copy of its emergency response plans and procedures, including, but not limited to, emergency response for spills or leaks. If the parties disagree on the adequacy of Grantee's emergency response plan, the parties will submit the plan to independent, third party review. If the review recommends that Grantee make modifications or additions to Grantee's emergency response plan, Grantee covenants to consider said recommendations in good faith. If Grantee declines to follow the recommendations, Grantee shall provide a written report to the Grantor explaining its reasoning for not following said recommendations. The parties agree to comply with the dispute resolution provisions contained herein to resolve any dispute over whether to follow the recommendations.

9.4 Grantee's emergency plans and procedures shall designate Grantee's responsible local emergency response officials and a direct 24-hour emergency contact number for control center operator. Grantee shall, after being notified of an emergency, cooperate with the Grantor and immediately respond to protect the public's health, safety and welfare.

9.5 The parties agree to meet annually to review the emergency plans and procedures. Grantee shall coordinate this meeting with the Grantor.

9.6 Grantee shall be solely responsible for all necessary costs incurred by City, county, special district or state agencies in responding to any rupture, spill, or leak from Grantee's pipeline(s) and/or Facilities, including but not limited to, detection and removal of any contaminants from air, earth or water, and all actual remediation costs. This section shall not limit Grantee's rights or causes of action against any third party or parties who may be responsible for a leak, spill or other release of hazardous liquid from Grantee's pipeline, including such third party's insurers.

9.7 In addition to the notification requirements in the emergency response plan, Grantee shall notify Grantor, within one (1) business day, of its observation or detection of any uncontained leak, spill or rupture, outside of a vault or pump station, of petroleum product totaling one (1) barrel or more, from its pipeline(s) and/or Facilities within or affecting the Franchise Area.

9.8 If requested by Grantor in writing, Grantee shall follow up this notice within thirty (30) days with a written summary of the event, including but not limited to, the leak, spill, or rupture date, time, amount, location, response, remediation and any other agencies Grantee has notified.

9.9 In the event of an uncontained leak, spill or rupture of five (5) barrels or more from Grantee's pipeline(s) and/or Facilities affecting the Franchise Area, where the cause is not reasonably apparent, and where federal or state regulators do not investigate, the Grantor may demand the occurrence be investigated by an independent pipeline consultant selected by Grantor. Grantee shall be solely responsible for paying all of the consultant's costs and expenses in investigating the occurrence and reporting the findings. Grantee shall meet and confer with the independent consultant following the consultant's investigation to address whether any modifications or additions to Grantee's pipeline(s) and/or Facilities may be warranted. If federal or state regulators perform an investigation, Grantee agrees to share the results with the City within sixty (60) days.

9.10 If the consultant recommends Grantee make modifications or additions to Grantee's pipeline(s) and/or Facilities, Grantee covenants to consider said recommendations in good faith. If Grantee declines to follow the consultant's recommendations, Grantee shall provide a written report to the Grantor explaining its reasoning for not following said recommendations. The parties agree to comply with the dispute resolution provisions contained herein to resolve any dispute over whether to follow the consultant's recommendations.

#### **Section 10. Relocation.**

10.1 In the event Grantor undertakes or approves the Construction of or changes to the grade or location of, any water, sewer or storm drainage line, street, sidewalk or other City improvement project or any governmental agency or any person or entity acting in a governmental capacity, or on the behalf of, under the authority of, or at the request of the Grantor or any other governmental agency, any improvement project, and the Grantor determines = the project might reasonably require the relocation of Grantee's Facilities, Grantor shall provide the Grantee at least one hundred and twenty (120) calendar days advance written notice or such additional time as may reasonably be required, of such project requiring relocation of Grantee's pipeline(s) and/or Facilities.

10.2 Grantor shall provide Grantee with copies of pertinent portions of the plans and specifications prepared by a professional engineer, licensed in Texas, for the improvement project. Upon request, Grantee shall, at its cost and expense, determine and identify for Grantor the exact location of its pipeline(s) and Facilities potentially affected by the improvement project.

10.3 Grantee may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to the relocation within forty five (45) calendar days of receiving the plans and specifications. The City shall evaluate the alternatives and advise Grantee in writing if

one or more of the alternatives is suitable to accommodate the work that would otherwise necessitate relocation of the Facilities. If requested by the City, Grantee shall submit additional information to assist the City in making the evaluation. The City shall give each alternative proposed by Grantee full and fair consideration but retains full discretion to decide for itself whether to utilize its original plan or an alternative proposed by Grantee. If the City ultimately determines there is no other reasonable alternative, Grantee shall relocate its Facilities as proposed by the City.

10.4 If any improvement project under this section is required in the interest of public health, safety, welfare, necessity or convenience, as adjudged in the sole discretion of the Grantor, the Grantee shall make such changes as required herein at Grantee's sole cost, expense and risk.

10.5 Grantor shall work cooperatively with Grantee in determining a viable and practical route within which Grantee may relocate its Facilities, in order to minimize costs while meeting Grantor's project objectives.

10.6 Grantee shall complete relocation of its Facilities so as to accommodate the improvement project at least ten (10) calendar days prior to commencement of the improvement project or such other time as the parties may agree in writing.

#### **Section 11. Removal, Abandonment in Place.**

11.1 In the event of Grantee's permanent cessation of use of its pipeline(s) and/or Facilities, or any portion thereof, within the Franchise Area, the Grantee shall, within one hundred and eighty days (180) after the cessation of use, remove the pipeline, Facilities or any portion thereof.

11.2 In the event of the removal of all or a portion of the pipeline(s) or Facilities, Grantee shall restore the Franchise Area to as good or better condition as it was in before the work began.

11.3 Removal and restoration work shall be done at Grantee's sole cost and expense and to Grantor's reasonable satisfaction. Grantee shall be responsible for any environmental review required for the removal of any pipeline(s) and/or Facility and the payment of any costs of the environmental review.

11.4 If Grantee is required to remove its pipeline(s) and/or Facilities and fails to do so or fails to adequately restore the Franchise Area or take such other mutually agreed upon action(s), Grantor may, after reasonable notice to Grantee, remove the pipeline(s) and/or Facilities, restore the premises or take other action as is reasonably necessary at Grantee's expense. This remedy shall not be deemed exclusive and shall not prevent the City from seeking a judicial order directing that the Facilities be removed.

11.5 With the express written consent of the Grantor, the Grantee may purge its pipeline(s) and Facilities, as directed by Grantor, and abandon them in place. Grantee shall be responsible for any environmental review required for the abandonment of any pipeline(s) and/or Facilities and the payment of any costs of such environmental review. Grantor's consent to the abandonment of Facilities in place shall not relieve the Grantee of the obligation or costs to remove or to alter such

Facilities in the event it is reasonably determined removal or alterations are necessary or advisable for the health and safety of the public, in which case the Grantee shall perform such work at no cost to the Grantor. This provision shall survive the expiration, revocation or termination of this Franchise.

11.6 The parties expressly agree the provisions of this Section shall survive the expiration, revocation or termination of this Franchise.

## **Section 12. Violations, Remedies and Termination.**

12.1 In addition to any rights set out elsewhere in this Franchise, or other rights it may possess at law or equity, the Grantor reserves the right to apply any of the following remedies, alone or in combination, in the event Grantee violates any material provision of this Franchise. The remedies provided for in this Franchise are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another, or any rights of the Grantor at law or equity.

12.2 If Grantee fails or refuses to comply with this Franchise, or any of its terms or provisions, the damages suffered by the Grantor as a result may include, without limitation, increased costs of administration and other damages difficult to measure. Therefore, Grantor and the Grantee agree liquidated damages up to one thousand dollars (\$1,000) per day, per incident or other measure of violation, may be assessed from the first day of the violation or incident. These damages represent both parties' best estimate of the damages resulting from the specified injury. Imposing liquidated damages will invoke the dispute resolution provisions as provided in this Franchise, but will not relieve Grantee from the obligation to pay liquidated damages.

12.3 Grantor also may terminate this Franchise if Grantee materially breaches or otherwise fails to perform, comply with or otherwise observe any of the terms and conditions of this franchise, or fails to maintain all required licenses and approvals from federal, state, and local jurisdictions, and fails to cure such breach or default within thirty (30) calendar days of Grantor's providing Grantee written notice thereof, or, if not reasonably capable of being cured within thirty (30) calendar days, within such other reasonable period of time upon which the parties may agree.

12.4 This Franchise shall not be terminated except upon a majority vote of the College Station City Council, after reasonable notice to Grantee and an opportunity to be heard, provided that if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after the termination.

12.5 In the event of termination under this Franchise, Grantee shall immediately discontinue operation of the pipeline through the Franchise Area. Either party may in such case invoke the dispute resolution provisions herein. Alternatively, Grantor may elect to seek relief directly in District Court, in which case the dispute resolution requirements shall not apply in this limited situation. Once the Grantee's rights to Operate in the Franchise Area have terminated, Grantee shall comply with the Franchise provision regarding removal and/or abandonment of Facilities.

12.6 Grantor's failure to exercise a particular remedy at any time shall not waive Grantor's right to terminate, assess penalties, or assert any other remedy at law or equity for any future breach or default of Grantee.

12.7 Termination of this franchise shall not release Grantee from any liability or obligation with respect to any matter occurring prior to such termination, nor shall such termination release Grantee from any obligation to remove or secure the pipeline pursuant to this Franchise and to restore the Franchise Area.

12.8 The parties acknowledge the covenants set forth herein are essential to this Franchise, and, but for the mutual agreements of the parties to comply with such covenants, the parties would not have entered into this Franchise. The parties further acknowledge they may not have an adequate remedy at law if the other party violates such covenant; therefore, the parties shall have the right, besides any other rights they may have, to obtain in any court of competent jurisdiction, injunctive relief to restrain any breach or threatened breach or otherwise to specifically enforce any of the covenants contained herein, should the other party fail to perform them.

### **Section 13. Dispute Resolution.**

13.1 In the event of a dispute between Grantor and Grantee arising by reason of this Franchise, the dispute shall first be referred to the operational officers or representatives designated by Grantor and Grantee to have oversight of the administration of this Franchise. The officers or representatives shall meet within thirty (30) calendar days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.

13.2 In the event the parties are unable to resolve the dispute under the procedure set forth in this section, then the parties hereby agree the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. If the parties cannot agree upon a mediator, the parties shall jointly obtain a list of three (3) mediators from a reputable dispute resolution organization and alternate striking mediators on that list until one remains. A coin toss shall determine who may strike the first name. If a party fails to notify the other party of which mediator it has stricken within two (2) business days, the other party shall select the mediator from those mediators remaining on the list. Any expenses incidental to mediation shall be borne equally by the parties.

13.3 If the parties fail to achieve a resolution of the dispute through mediation, either party may then pursue any available judicial remedies, provided that if the party seeking judicial redress does not substantially prevail in the judicial action, it shall pay the other party's reasonable legal fees and costs incurred in the judicial action.

## **Section 14. Indemnification and Release.**

**14.1 General Indemnification.** Grantee shall indemnify, defend and hold harmless Grantor, its officers, agents, employees and volunteers, from and against all claims, losses, damages, causes of action, suits, and liability of every kind, including reasonable attorneys' and experts' fees incurred by Grantor in defense thereof, arising out of or related to, directly or indirectly, the installation, Construction, Reconstruction, operation, use, location, testing, repair, maintenance, removal, or abandonment of Grantee's pipeline(s) and/or Facilities, or from Grantee's pipeline and other appurtenant Facilities, and the products contained in, transferred through, released or escaped from the pipelines and appurtenant Facilities, including the reasonable costs of assessing such damages and any liability for costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any environmental laws. If any action or proceeding is brought against Grantor by reason of the pipeline(s) or their appurtenant Facilities, Grantee shall defend the Grantor at the Grantee's complete expense, provided that, for uninsured actions or proceedings, defense attorneys shall be approved by Grantor, which approval shall not be unreasonably withheld.

**14.2 Environmental Indemnification.** The Grantee shall indemnify, defend and hold harmless the Grantor, the City, its officers, agents, employees and volunteers, from and against all claims, losses, damages, causes of action, suits, and liability, either at law or in equity, including, but not limited to, costs and reasonable attorneys' and experts' fees incurred by Grantor in defense thereof, arising directly or indirectly from (a) Grantee's breach of any environmental laws applicable to the pipeline or (b) from any release of a hazardous substance on or from the pipeline or (c) other activity related to this Franchise by Grantee, its agents, contractors or subcontractors. This indemnity includes but is not limited to (a) liability for a governmental agency's costs of removal or remedial action for hazardous substances; (b) damages to natural resources caused by hazardous substances, including the reasonable costs of assessing such damages; (c) liability for any other person's costs of responding to hazardous substances; (d) liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any environmental laws; and (e) liability for personal injury, property damage, or economic loss arising under any statutory or common-law theory.

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

## **Section 15. Insurance and Bond Requirements.**

15.1 During this Franchise, Grantee shall provide and maintain, at its sole cost and expense, insurance in the minimum amount of FIVE MILLION UNITED STATES DOLLARS (\$5,000,000.00) for each occurrence, in a form and with a carrier reasonably acceptable to the Grantor, naming Grantor as an additional insured, to cover any and all insurable liability, damage, claims and loss as set forth in Section 14.1 above, and, to the extent such coverage is reasonably available in the commercial marketplace, all liability, damage, claims and losses as set forth in Section 14.2 above, except for liability for fines and penalties for violation of environmental laws as otherwise provided below. Insurance coverage shall include, but is not limited to, all defense costs. Such insurance shall include, but is not limited to, pollution liability coverage, at a minimum covering liability from sudden and accidental occurrences, subject to time element reporting requirements, and such other applicable pollution coverage as is reasonably available in the commercial marketplace.

15.2 Proof of insurance and a copy of the insurance certificate, including, but not limited to, coverage terms and claims procedures, shall be provided to the Grantor prior to the beginning of any substantial work, testing, Construction or Reconstruction on the Pipeline. The insurance shall contain a provision it shall not be canceled, non-renewed or reduced in limits of liability without a minimum of thirty (30) days prior written notice to the Grantor.

15.3 On or before the Effective Date of this Franchise, the Grantee shall furnish a bond executed by the Grantee and a corporate surety authorized to do surety business in the State of Texas, with an AM Best rating of A XII in a sum of **five hundred thousand dollars (\$500,000.00)** to insure performance of the Grantee's obligations and performance under this Franchise, such bond to be conditioned that the Grantee shall well and truly keep and observe all of the covenants, terms and conditions and faithfully perform all of the Grantee's obligations under this Franchise. One (1) calendar year after all construction and installation activities have been completed for each pipeline in full compliance with the covenants, terms and conditions of this Franchise agreement, Grantee may request a reduction in the bond amount for each pipeline granted pursuant to this Franchise. Such reduction may be granted in Grantor's sole discretion, however, at no time shall the bond amount for each pipeline be less than **one hundred thousand dollars (\$100,000.00)**.

15.4 The indemnity, insurance and bond provisions contained herein shall survive the termination of this Franchise and shall continue for as long as the Grantee's Facilities shall remain in or on the Franchised Areas or until the parties execute a new Franchise Agreement which modifies or terminates these indemnity, insurance and bond provisions.

## **Section 16. Receivership and Foreclosure.**

16.1 Grantee shall immediately notify the Grantor in writing if it: files a voluntary petition in bankruptcy, a voluntary petition to reorganize its business, or a voluntary petition to effect a plan or other arrangement with creditors; files an answer admitting to the jurisdiction of the Court and the material allegations of an involuntary petition filed pursuant to the Bankruptcy Code, as amended; or is adjudicated bankrupt, makes an assignment for the benefit of creditors, or applies for or consents to the appointment of any receiver or trustee of all or any part of its property

including all or any parts of its business operations, pipeline(s) or Facilities within or affecting the Franchise Area.

16.2 Upon the foreclosure or other judicial sale of all or a substantial part of Grantee's business operations, pipeline(s) or Facilities within or affecting the Franchise Area, or upon the termination of any lease covering all or a substantial part of the pipeline(s) or Facilities within or affecting the Franchise Area, or upon the occasion of additional events which effectively cause termination of Grantee's rights or ability to operate the pipeline(s) or Facilities within or affecting the Franchise Area, Grantee shall notify the Grantor of such fact, and such notification or the occurrence of such terminating events shall be treated as a notification a change in control of the Grantee has taken place, and the provisions of this Franchise Agreement governing the consent of the Grantor to such change in control of the Grantee shall apply.

16.3 The Grantor shall have the right to cancel this Franchise one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of a Grantee, whether in receivership, reorganization, bankruptcy, or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless: a) Within one hundred twenty (120) days after the election or appointment, such receiver or trustee shall have fully complied with all of the provisions of this Franchise Agreement and remedied any existing violations and/or defaults; and b) Within said one hundred twenty (120) days, such receiver or trustee shall have executed an agreement, duly approved by the court having jurisdiction, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise Agreement granted to the Grantee except where expressly prohibited by Texas law.

#### **Section 17. Franchise Fee and Costs.**

17.1 In consideration for granting this Franchise and for the use of the Franchise Area, there is hereby established an annual fee equal to One Dollar(s) (\$1.00), per lineal foot of Franchise Area, plus an annual fee equal to One Thousand Dollars (\$1,000.00), for each road or street boring.

17.2 The first installment shall be paid at the time Grantee accepts this Franchise and shall cover the next twelve (12) months. Each succeeding installment shall cover the next twelve (12) month period and shall be paid not later than the anniversary date of the Effective Date of this Franchise.

17.3 Interest shall accrue on any late payment at the rate of twelve percent (12.0%) per annum. The annual fee shall remain constant for the first three (3) years of this Franchise and shall then subsequently increase at a rate of one and a half percent (1.5%) every year thereafter beginning with year four (4) for the Franchise's remaining term.

17.4 Grantee agrees to pay a fee or a charge so the City recovers its actual and reasonable administrative expenses directly related to preparing and approving this Franchise. Nothing shall preclude the City from charging administrative fees or recovering administrative costs incurred by the City in approving permits or in the reasonable supervision, inspection or examination of all work by Grantee in the Franchise Area to ensure compliance with this Franchise and the permits, as required by the provisions of the City's Charter or Code of Ordinances.

**Section 18. Legal Relations.**

18.1 Nothing contained in this Franchise shall be construed to create an association, trust, partnership, agency relationship, or joint venture or to impose a trust, partnership, or agency duty, obligation or liability on or with regard to any party. Each party shall be individually and severally liable for its own duties, obligations, and liabilities under this Franchise.

18.2 Grantee accepts any privileges granted by Grantor to the Franchise Area, public Rights-of-Way and other Public Property in an "as is" condition. Grantee agrees the City has made no representations, implied or express warranties or guarantees on the suitability, security or safety of Grantee's location of facilities or the facilities themselves in public property or rights of way or possible hazards or dangers arising from other uses of the public rights of way or other public property by the City or the general public. Grantee shall remain solely and separately liable for the function, testing, maintenance, replacement and/or repair of the pipeline or other activities permitted under this Franchise.

18.3 Grantee waives immunity in any cases involving the Grantor and affirms the Grantor and Grantee have specifically negotiated this provision, to the extent it may apply.

18.4 This Franchise shall not create any duty of the City or any of its officials, employees or agents and no liability shall arise from any action or failure to act by the City or any of its officials, employees or agents, in the exercise of powers reserved to the Grantor. Further, this ordinance is not intended to acknowledge, create, imply or expand any duty or liability of the Grantor regarding any function in exercising its police power or for any other purpose. Any duty that may be deemed created in the City shall be deemed a duty to the general public and not to any party, group or entity.

18.5 This Franchise shall be governed by and construed in accordance with the laws of the State of Texas and the parties agree in any action, except actions based on federal questions, venue shall lie exclusively in Brazos County, Texas.

**Section 19. Miscellaneous.**

19.1 In the event a court or agency of competent jurisdiction declares a material provision of this Franchise Agreement to be invalid, illegal or unenforceable, the parties shall negotiate in good faith and agree, to the maximum extent practicable in light of such determination, to such amendments or modifications as are appropriate so as to give effect to the intentions of the parties as reflected herein. If severance from this Franchise Agreement of the particular provision(s) determined to be invalid, illegal or unenforceable will impair the value of this Franchise Agreement, either party may apply to a court of competent jurisdiction to reform or reconstitute the Franchise Agreement to recapture the original intent of the particular provision(s). All other provisions of the Franchise shall remain in effect during which negotiations or a judicial action remains pending.

19.2 Whenever this Franchise sets forth a time for any act to be performed, such time shall be deemed to be of the essence, and any failure to perform within the allotted time may be considered a material violation of this Franchise.

19.3 In the event Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by reason(s) beyond the reasonable control of Grantee, then Grantee's performance shall be excused during the Force Majeure occurrence. Upon removal or termination of the Force Majeure occurrence, the Grantee shall promptly perform the affected obligations in an orderly and expedited manner under this Franchise, or shall procure a substitute for such obligation or performance that is satisfactory to Grantor. Grantee shall not be excused by mere economic hardship nor by misfeasance or malfeasance of its directors, officers or employees.

19.4 The Section headings in this Franchise are for convenience only, and do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the Section to which they pertain.

19.5 By entering into this Franchise, the parties expressly do not intend to create any obligation or liability, or promise any performance to, any third party, nor have the parties created for any third party any right to enforce this Franchise.

19.6 This Franchise and all of the terms and provisions shall be binding upon and inure to the benefit of the respective successors and assignees of the parties.

19.7 Whenever this Franchise calls for notice to or notification by any party, the same (unless otherwise specifically provided) shall be in writing and directed to the recipient at the address set forth in this Section, unless written notice of change of address is provided to the other party. If the date for making any payment or performing any act is a legal holiday, payment may be made or the act performed on the next succeeding business day which is not a legal holiday.

Notices shall be directed to the parties:

GRANTOR:

City Engineer  
City of College Station  
1101 Texas Avenue  
College Station, TX 77840  
Facsimile: (979) 764-3496  
Email: [agibbs@cstx.gov](mailto:agibbs@cstx.gov)

GRANTEE:

Rich DiMichele  
Halcón Field Services, LLC.  
100 Louisiana, Ste. 6700  
Houston, TX 77002  
Facsimile: (832) 538-0220  
Email: [rdimichele@halconresources.com](mailto:rdimichele@halconresources.com)

19.8 The parties each represent and warrant they have full authority to enter into and to perform this Franchise; they are not in default or violation of any permit, license, or similar requirement to carry out the terms hereof; and no further approval, permit, license, certification, or action by a governmental authority is necessary to execute and perform this Franchise, except such as may be routinely required and obtained in the ordinary course of business.

19.9 This Franchise Agreement and the attachments hereto represent the entire understanding and agreement between the parties regarding the matter and supersedes all prior oral negotiations between the parties. This Franchise Agreement shall be amended, supplemented, modified or changed only by an agreement in writing that refers to the Franchise Agreement or the attachment and that is signed by the party against whom enforcement of any such amendment, supplement, modification or change is sought. All previous Franchise Agreements between the parties pertaining to Grantee's Operation of its pipeline(s) and/or Facilities are superseded.

19.10 Grantee shall evidence its unconditional written acceptance of all the terms and conditions of this Franchise by the execution of this Agreement.

19.11 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and constitute the same instrument.

**Section 20. Public Meeting and Required Readings.**

20.1 It is hereby found and determined that the meetings at which this franchise ordinance was passed were open to the public, as required by TEXAS GOVERNMENT CODE § 551, as amended, and that advance public notice of time, place, and purpose of said meetings was given.

**First Reading & Approval** on the \_\_\_\_\_ day of \_\_\_\_\_ 2015

**Second Reading & Final Approval** on the \_\_\_\_\_ day of \_\_\_\_\_ 2015

*[Signature page to follow]*

**Section 21. Effective Date.**

21.1 In accordance with City of College Station City Charter, Section 105, after passage, approval and legal publication of this Franchise Ordinance as provided by law, and provided it has been duly accepted by Grantee as herein above provided, this Franchise Ordinance shall not take effect until sixty (60) days after its adoption on its second and final reading.

**PASSED, ADOPTED and APPROVED** by the City of College Station City Council on this the \_\_\_\_\_ day of \_\_\_\_\_ 2015.

**HALCÓN FIELD SERVICES, LLC.**

By:           R DiMichele            
Printed Name: Rich DiMichele  
Title: President, Halcón Field Services, LLC  
Date: 5.7.2015

**CITY OF COLLEGE STATION**

By: \_\_\_\_\_  
Mayor  
Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
City Secretary  
Date: \_\_\_\_\_

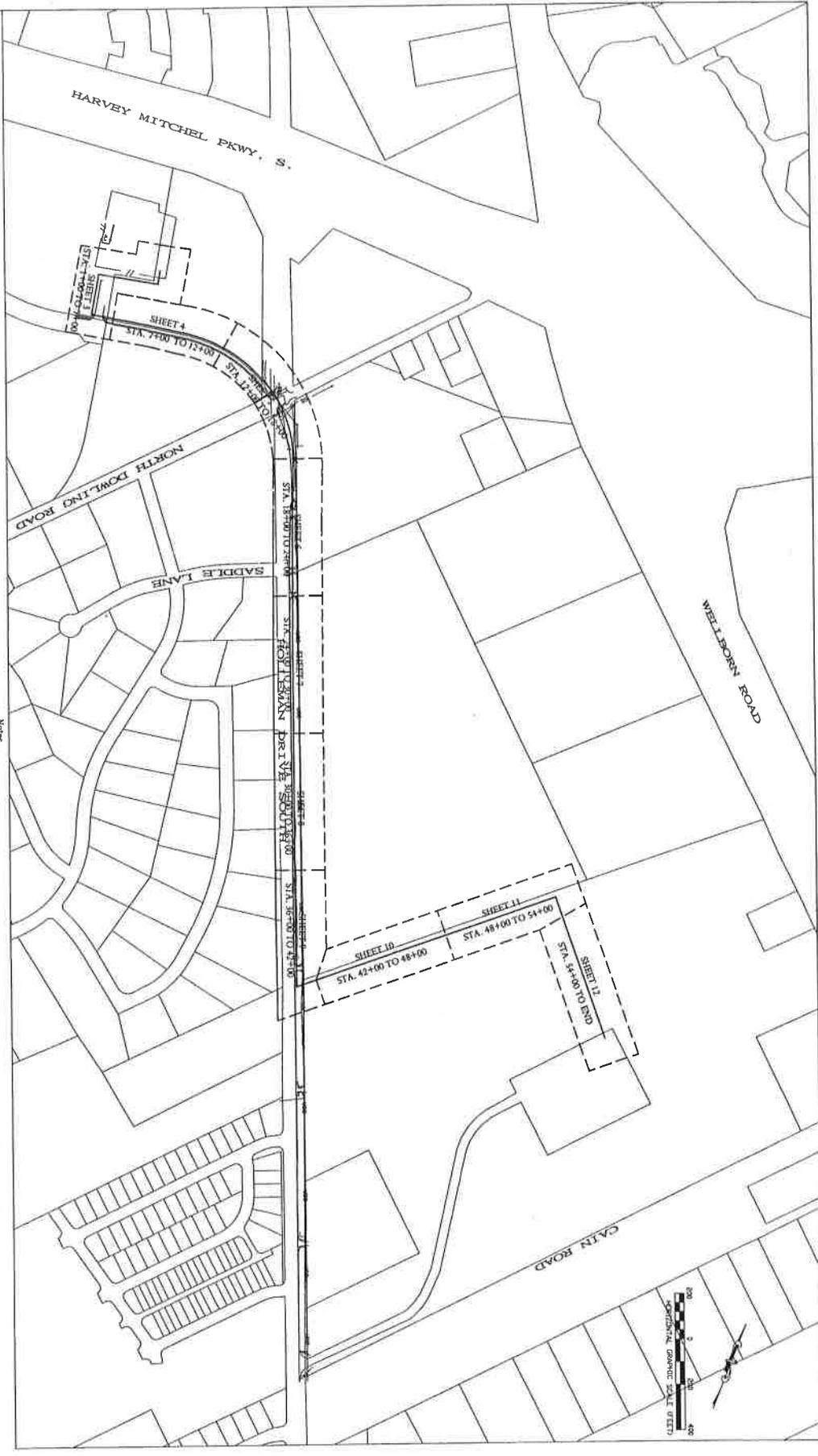
**APPROVED:**

\_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

\_\_\_\_\_  
Assistant City Manager/CFO  
Date: \_\_\_\_\_

**Exhibit "A"**  
Pipeline Route Map and Drawings



**Notes**

1. Locations and depths of existing utilities based on paint marks, utility maps and above ground features. Locations and depths have not been field verified.
2. Call Texas 811 and City of College Station Utility Dispatch at 855-528-4278 for utility location at least 48 hours prior to starting construction.
3. Call Texas 811 immediately if an existing utility is damaged. If the utility is known to be a City of College Station utility, call Utility Dispatch at 855-528-4278 for others. No separate review or analysis of the pipe design is included.
4. Bx-5288 black steel pipe by others. No separate review or analysis of the pipe design is included.
5. Steel pipe proposed is 8-inch X 52 steel with wall thickness of 0.250 inches and outside diameter of 8.625 inches. Design operating pressure is 750 psi.
6. All pipe shall be shop-coated with 12 to 14 mils of fusion-bonded epoxy (FBE), Scotchbrite 6333 grit. FBE shall be shop applied at Initial SAW USA, LLC. Picked-welded joints shall have field-applied 50-70 mils of FBE, Scotchbrite 6333 grit. FBE shall be shop applied with an additional 20 mils of FBE, Scotchbrite 6333 grit, at station 21+20 to 24+38 shall be shop-coated with an additional 20 mils of FBE, Scotchbrite 6333 grit, at station 21+20 to 24+38 shall be shop-coated with an additional 20 mils of FBE, Scotchbrite 6333 grit. All pipe in the horizontal directional drill shall have an additional field-applied top coating of 20 to 30 mils of Powercrete DD. The Scotchbrite 6333 and Powercrete DD form a tough outer layer specifically designed for directional drill applications to protect underlying coatings and improve electrical insulation.
7. All pipe shall be shop-coated with 12 to 14 mils of fusion-bonded epoxy (FBE), Scotchbrite 6333 grit. FBE shall be shop applied at Initial SAW USA, LLC. Picked-welded joints shall have field-applied 50-70 mils of FBE, Scotchbrite 6333 grit. FBE shall be shop applied with an additional 20 mils of FBE, Scotchbrite 6333 grit, at station 21+20 to 24+38 shall be shop-coated with an additional 20 mils of FBE, Scotchbrite 6333 grit. All pipe in the horizontal directional drill shall have an additional field-applied top coating of 20 to 30 mils of Powercrete DD. The Scotchbrite 6333 and Powercrete DD form a tough outer layer specifically designed for directional drill applications to protect underlying coatings and improve electrical insulation.
8. Distinctive straight of coatings are Scotchbrite 6333 1180V/mil, 1430V/ozal, Scotchbrite 6333 450V/mil estimated, Decco Royal 7200 450V/mil, 900V/ozal and Powercrete DD 1000V/ozal.
9. All pipe shall be shop-coated with 12 to 14 mils of fusion-bonded epoxy (FBE), Scotchbrite 6333 grit. FBE shall be shop applied at Initial SAW USA, LLC. Picked-welded joints shall have field-applied 50-70 mils of FBE, Scotchbrite 6333 grit. FBE shall be shop applied with an additional 20 mils of FBE, Scotchbrite 6333 grit, at station 21+20 to 24+38 shall be shop-coated with an additional 20 mils of FBE, Scotchbrite 6333 grit. All pipe in the horizontal directional drill shall have an additional field-applied top coating of 20 to 30 mils of Powercrete DD. The Scotchbrite 6333 and Powercrete DD form a tough outer layer specifically designed for directional drill applications to protect underlying coatings and improve electrical insulation.
10. Contact City of College Station Utility Dispatch at 855-528-4278 and Alan Orlitz, PE at 979-764-3570, prior to final "peeling" of horizontal directional drill pipe, prior to installation.

**Notes**

11. Cathodic protection for 8-inch steel pipe shall be provided by connection to a galvanic anode cathodic system consisting of four (4) 17 lb high purity zinc anodes spaced at 100 feet intervals along the length of the pipeline, to be determined during construction. Two T&E rest stations shall be installed, one at Station 12+70, as shown, and the other at the pipeline end opposite from the anode bed. T&E stations shall be connected to the ground pipeline by leads.
12. Vertical alignment of horizontal directional drill sections is for guidance purposes only. Drilling contractor is responsible for final vertical alignment, and minimum 10' vertical clearance to existing City of College Station waterlines must be maintained.
13. Prepare a SWPPP in accordance with Best Management Practices for Storm Water Pollution Prevention District. Plans must be submitted to and approved by City of College Station prior to construction in City of College Station ROW and other City of College Station owned property after final bench, compaction and grading. Rock sand shall be used in existing developed areas with grass.

SHEET NUMBER	<b>2</b>
OF 11 SHEETS	
JOB NUMBER	<b>327</b>

**BISONTE PIPELINE**  
COLLEGE STATION, TEXAS

**PIPELINE PROJECT OVERALL**



**PAYNE, LLC**

FIRM REGISTRATION # F-16781  
121 W. Buck Street  
Caldwell, TX, 77830  
Ofc. (979) 567-4560

REVISIONS		DATE	APPROV.
NO.	COMMENTS		
1	1/28/2015 CADME CHANGED TO KING FROM STA. 10+00 TO 14+00		
2	4/7/2015 PROPOSED PIPE LAYOUT CHANGED AT BEGINNING AND END		
3	5/4/2016 PROPOSED PIPE LAYOUT CHANGED AT BEGINNING		

**Exhibit "B"**  
Certificate of Insurance



Legislation Details (With Text)

**File #:** 15-0224      **Version:** 1      **Name:** Standard of Care Ordinance  
**Type:** Presentation      **Status:** Agenda Ready  
**File created:** 4/28/2015      **In control:** City Council Regular  
**On agenda:** 5/18/2015      **Final action:**  
**Title:** Public Hearing, presentation, possible action, and discussion adopting the Standard of Care Ordinance to comply with the exemption for child care licensing under Section 42.041 (b)(14) Texas Human Resources Code.  
**Sponsors:** David Schmitz  
**Indexes:**  
**Code sections:**  
**Attachments:** [Legistar Final 2015 Ordinance.pdf](#)

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion adopting the Standard of Care Ordinance to comply with the exemption for child care licensing under Section 42.041 (b)(14) Texas Human Resources Code.

**Relationship to Strategic Goals:** (Select all that apply)

1. Financially Sustainable City
2. Core Services and Infrastructure
3. Neighborhood Integrity
4. Diverse Growing Economy
5. Improving Transportation
6. Sustainable City

**Recommendation(s):**

Staff recommends Council adopt the proposed Standard of Care Ordinance.

**Summary:**

The Department of Human Services and Department of Protective and Regulatory Services passed updated legislation specifically regarding the regulation of certain facilities, homes, and agencies that provide child-care services. According to Section 42.041, the services provided by the Parks and Recreation Department within the City of College Station meet all exemptions to this legislation. However, our compliance must be evidenced through an approved Standard of Care Ordinance. City staff has drafted the ordinance for adoption.

**Budget & Financial Summary:**

No budget impact

**Reviewed and Approved by Legal:** Yes / No

**Attachments:** Standard of Care

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ADOPTING LOCAL STANDARDS OF CARE FOR THE CITY'S PARKS AND RECREATION DEPARTMENT'S ELEMENTARY AGE (5 - 13) YOUTH RECREATION PROGRAMS.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION:**

**PART 1. AUTHORITY.**

The Council adopts these local standards of care for the Parks and Recreation Department children's recreational programs under Texas Human Resources Code Section 42.041(b)(14) (Required License and Accreditation) and its home rule authority.

**PART 2. DEFINITIONS.**

In this ordinance:

- (1) RECREATION ASSISTANT means a person responsible for the direct care or supervision of participants. The term excludes a person whose primary duties include administration, clerical support, food preparation, or facility maintenance.
- (2) DEPARTMENT means the Parks and Recreation Department.
- (3) DIRECTOR means the director of the Parks and Recreation Department.
- (4) DESIGNEE means a person appointed by the director to act on the director's behalf.
- (5) FACILITY means a building or improvement operated or used by the department in conducting a recreational program.
- (6) PARTICIPANT means a child age five to 13 years old who is enrolled in a recreational program and is under the supervision of department staff.
- (7) RECREATIONAL PROGRAM OR PROGRAM means a fee-based children's program or activity offered and supervised by the department that requires a participant to enroll or register to participate.
- (8) STAFF means a person who is employed by the department to work in a recreational program.
- (9) VOLUNTEER means a person assisting without remuneration in the care or supervision of participants.

**PART 3. PROGRAM ADMINISTRATION.**

(A) The department shall operate recreational programs in compliance with this ordinance and the department's rules adopted under this ordinance.

(B) The director, or designee, shall administer the programs.

**PART 4. PROGRAM RULES; MONITORING.**

(A) The director shall adopt rules relating to the operation of the programs. A rule adopted under this ordinance may be more restrictive than the minimum standards adopted by this ordinance.

(B) The director shall monitor the programs to ensure compliance with the standards adopted in this ordinance and the rules.

**PART 5. REQUIRED SUPERVISION FOR NON-AQUATIC RECREATIONAL PROGRAMS.**

(A) Except as provided in Subsection (B), the department shall provide recreation assistants during a recreational program at a minimum as follows:

- (1) one recreation assistant for each 12 participants between the ages of five and nine years old; and
- (2) one recreation assistant for each 15 participants between the ages of ten and 13 years old.

(B) The department shall provide activity leaders during a recreational program designed for participants with a disability at a minimum as follows:

- (1) one recreation assistant for each four participants between the ages of five and 12; and
- (2) one recreation assistant for each eight participants between the ages of 12 and 13 years old.

**PART 7. REQUIREMENTS FOR ACTIVITY LEADERS.**

(A) The department shall provide a minimum of one recreation assistant for each class or group enrolled in a recreational program.

(B) A recreation assistant must be at least 16 years old

(C) A recreation assistant must retain the following certification from a nationally recognized organization approved by the director:

- (1) cardiopulmonary resuscitation for adults, children and infants;
- (2) use of an automated external defibrillator; and
- (3) first aid.

**PART 8. STAFF AND VOLUNTEER TRAINING REQUIREMENTS.**

(A) The director shall establish training requirements for all staff and volunteers who provide direct care or supervision to participants.

- (B) At least one staff member at each facility must have current training in first aid, automated external defibrillator, and cardiopulmonary resuscitation for adults, children and infants from a nationally recognized program that has been approved by the director.

**PART 9. PERSONNEL RESTRICTION.**

- (A) A person may not be employed or serve as a volunteer in a recreational program if:
  - (1) the person would be permanently barred from being present at a child care operation while children are in care under the Texas Administrative Code Title 40, Part 19, Chapter 745 (Licensing); or
  - (2) the director determines that, based on the criminal history and other relevant and credible information, the person poses a risk to the safety or health of participants.
- (B) The director may obtain a criminal history record of any employee or volunteer working or applying to work in a recreational program.

**PART 10. FACILITY OPERATION; PHYSICAL ENVIRONMENT.**

- (A) The department may not operate a recreational program at a facility unless the facility meets the following requirements:
  - (1) The facility and equipment used in the program do not present fire, health, or safety hazards and are kept free of refuse and debris.
  - (2) The facility is inspected annually for safety by the department.
  - (3) The facility is kept free of insects, rodents, and stray animals.
  - (4) The facility has clearly marked emergency exits.
  - (5) The facility has a disaster and evacuation procedure posted in a visible location.
  - (6) The facility is used and maintained in accordance with the fire prevention requirements of Chapter 25-12 (Technical Codes) and the fire chiefs directives, including not fewer than four fire drills each year.
  - (7) First aid and infection control kit are kept at the facility, including sufficient additional kits to be taken to other locations at which participants engage in a program activity.
  - (8) First aid guidelines are on file and visibly posted at the facility, including: (a) cardio pulmonary resuscitation and rescue breathing sequence guidelines; (b) first aid review; and (c) emergency action plans.

(9) The facility has a sufficient number of restrooms that are equipped for independent use by children and that are designed to permit staff supervision if necessary.

(B) The department shall maintain a campground or primitive facility used for a recreation program in compliance with the requirements of Subsection (A) to the extent possible.

(C) The department shall maintain equipment used in the programs in good condition. Department staff shall remove a defective tool, machinery, appliance, or other equipment and report the defective item to a supervisor. Unauthorized staff may not repair defective equipment.

## **PART 11. PHYSICAL HEALTH STANDARDS.**

(A) A staff member shall supervise a participant who is ill or injured until a parent or other authorized adult removes the participant from the facility.

(B) Staff shall keep a participant whose illness or medical condition would compromise the health or safety of the others separate from the others until the child is removed from the facility.

(C) Staff shall call a participant's parent or guardian if participant has an oral temperature of 100.4 degrees Fahrenheit or greater, accompanied by behavior changes or other signs or symptoms of illness.

(D) Staff may not admit or readmit a participant whose illness or medical condition prevents the participant from comfortably participating in program activities or places other participants at risk to the facility for the duration of the illness or condition

(E) In the case of an acute illness or injury to a participant, staff shall call for an emergency vehicle to transport the participant to an authorized medical facility.

## **PART 12. MEDICATION STANDARDS.**

(A) A staff member may not administer medication to a participant without a parental medication authorization. Staff may not administer medication that is not in its original container or past the expiration date on the container.

(B) A staff member may not administer an injection or an amount of medication that is inconsistent with the prescribed dosage. A staff member may administer an epinephrine auto-injector device if the staff member has completed training approved by the department.

(C) A staff member may not accept more than a daily supply of medication for a participant and the member shall return the unused medication to the parent on at the end of the day

(D) Staff must keep medication in a locked and secured location that is not accessible by participants.

(E) A staff member shall maintain a medication log that includes the name of the child to whom the medication is administered, the time the medication is dispensed, and the name of the person dispensing the medication.

**PART 13. DISTRIBUTION OF STANDARDS.**

(A) The department shall post and make available copies of the standards adopted in this ordinance or by rules adopted under this ordinance.

(B) The department shall inform parents or guardians of each participant that the recreational programs are not licensed by the state. The programs may not be advertised as child-care facilities.

**PART 14. RECOMMENDATION FOR AMENDMENT OR RE-ADOPTION.** Not later than April 1 of each year the director shall recommend to the Council the adoption of the local standards.

**PART 15. EXPIRATION.** This ordinance expires one year after its effective date.

**PART 16.** This ordinance takes effect on June 1, 2015.

**PASSED ADOPTED, AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2015.

**APPROVED:**

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Secretary

**APPROVED:**

\_\_\_\_\_  
City Attorney



## Legislation Details (With Text)

<b>File #:</b>	15-0232	<b>Version:</b>	1	<b>Name:</b>	Holleman Drive South and Rock Prairie Road West Comprehensive Plan Amendment
<b>Type:</b>	Comprehensive Plan	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	5/7/2015	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	5/18/2015	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Public Hearing, presentation, possible action, and discussion regarding an ordinance amending the Comprehensive Plan - Future Land Use & Character Map from Suburban Commercial to General Commercial for approximately two acres located at 3751 Rock Prairie Road West, and more generally located at the southwest corner of Rock Prairie Road West and Holleman Drive South. Case #15-00900054 (J Bullock)				
<b>Sponsors:</b>	Jessica Bullock				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Amendment Map</a> <a href="#">Background Information</a> <a href="#">Aerial</a> <a href="#">Ordinance 1.pdf</a>				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending the Comprehensive Plan - Future Land Use & Character Map from Suburban Commercial to General Commercial for approximately two acres located at 3751 Rock Prairie Road West, and more generally located at the southwest corner of Rock Prairie Road West and Holleman Drive South. Case #15-00900054 (J Bullock)

**Relationship to Strategic Goals:** Diverse Growing Economy and Neighborhood Integrity

**Recommendation(s):** The Planning and Zoning Commission considered this item on April 16, 2015 and voted 5-0 to recommend denial. Staff also recommends denial of the proposed amendment to the Future Land Use & Character Map.

**Summary:** The applicant has requested the proposed amendment to General Commercial from Suburban Commercial as a step toward permitting a convenience store with fuel sales on approximately two acres located at the southeast corner of Holleman Drive South and Rock Prairie Road West. Property to the west of Holleman Drive South is designated Restricted Suburban and property to the east (in the Extra-Territorial Jurisdiction) is designated Urban on the Comprehensive Plan Future Land Use and Character Map.

### REVIEW CRITERIA

- 1. Changed or changing conditions in the subject area or the City:** The subject property is designated as Suburban Commercial and the surrounding area is designated as Restricted

Suburban on the Comprehensive Plan Future Land Use and Character Map. The applicant has requested the proposed amendment as a step toward permitting a convenience store development with fuel sales on approximately two acres located at the corner of two future major collectors, Holleman Drive South and Rock Prairie Road West.

The subject property is a portion of the Jackson Estates subdivision that platted prior to the development of the Jackson Hole Driving Range in 2011. Driving ranges are permitted uses in the R Rural district and so a Comprehensive Plan amendment and rezoning were not required for that type of commercial development. The subject property is the remaining undeveloped portion of Jackson Hole Estates. With just over 300 feet of frontage along Rock Prairie Road West, the applicant states general commercial uses are appropriate on the subject property located between the commercial use (driving range) and a major intersection.

In 2014, an amendment changing the land use plan from Restricted Suburban to Suburban Commercial was approved by City Council. Staff recommended approval acknowledging that an area between an existing commercial use and thoroughfare may not be the most appropriate for single-family. The commercial intensity allowed under Suburban Commercial is more appropriate than General Commercial considering the residential character of the area.

**2. Scope of the request:** The request is to amend the Comprehensive Plan Future Land Use and Character Map designation for approximately two acres from Suburban Commercial to General Commercial. This amendment would allow for more intense commercial development than is currently allowed.

**3. Availability of adequate information:** A General Commercial designation allows for future development of general commercial uses including retail sales and service uses that function to serve the entire community and its visitors. Properties in this area are served by Bryan Texas Utilities (electric) and Wellborn Special Utility District (water). These entities have indicated ability to serve the proposed land use. There is no sewer service in this area, requiring the use of an on-site septic system.

A traffic impact analysis will be required with the site plan application to determine the full impacts of development.

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

Relevant Strategies identified in the Plan to achieve this goal include:

- Establish and protect distinct boundaries between various character areas:
  - The subject property, located between a major intersection and a commercially developed property is suitable for commercial use. The subject property is currently designated as Suburban Commercial. This proposal will allow for more intense General Commercial use although the land features of the subject property will restrict the size of development. The proposed land use and character designation will be an intense transition from the Restricted Suburban to the west and Urban the east.

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

Suburban Commercial is intended for concentrations of commercial activities that cater primarily to nearby residents versus the larger community or region. Generally, these areas tend to be small in size and located adjacent to major roads (arterials and collectors). Design of Suburban Commercial structures is compatible in size, roof type and pitch, architecture, and lot coverage with the surrounding single-family residential use.

General Commercial is intended for concentrations of commercial activities that cater both to nearby residents and to the larger community or region. Generally, these areas tend to be large in size and located near the intersection of two regionally significant roads (arterials and freeways). It is preferred that in such areas development be concentrated in nodes rather than spread out in strips.

Holleman Drive South is designated a 4-lane major collector (General Suburban context) and Rock Prairie Road West is designated a 2-lane major collector (Restricted Suburban context) on the City's Thoroughfare Plan. Both roadways are currently built to a 2-lane rural section.

**6. Compatibility with the surrounding area:** The proposed amendment to General Commercial would allow for general commercial uses including retail sales and service uses that function to serve the entire community and its visitors, at the southwest corner of Holleman Drive South and Rock Prairie Road West. 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 development.

Although the abutting property is commercial, the surrounding area west of Holleman Drive South is designated as Restricted Suburban on the Comprehensive Plan Future Land Use and Character Map. Land to the east of Holleman Drive South is designated as Urban and General Suburban. Suburban Commercial allows for commercial sites that are compatible with surrounding residential area and is more appropriate for this location than General Commercial.

**7. Impacts on infrastructure including water, wastewater, drainage, and the transportation network:** 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, which can typically accommodate the general commercial development. 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.

A traffic impact analysis will be required with the site plan application to determine the full impacts of development. Holleman Drive South and Rock Prairie Road West are not currently built to collector standards.

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

**9. Impact on environmentally sensitive and natural areas:** The subject property is located within the Hope's Creek draining basin. There is no FEMA regulated floodplain identified on the property.

The applicant states the following existing land features will minimize the intensity of General Commercial use impacts:

- 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.
- US Army Corps of Engineers restrictions will minimize disturbance to the existing tributary.

**10. Contribution to the overall direction and character of the community as captured in the Plan's vision and goals:** The goal for College Station's Future Land Use and Character is to create a community with strong, unique neighborhoods, protected rural areas, special districts, distinct corridors, and a protected and enhanced natural environment. The proposed amendment from Suburban Commercial to General Commercial on two acres is not in line with the Comprehensive Plan.

**Budget & Financial Summary:** N/A

**Attachments:**

1. Amendment Map
2. Background Information
3. Aerial
4. Ordinance

**Existing Future Land Use & Character Map**



**Proposed Future Land Use & Character Map**



**Background:**

**NOTIFICATIONS**

Advertised Commission Hearing Date: April 16, 2015

Advertised Council Hearing Dates: May 18, 2015

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:

N/A

Contacts in support: None as of date of staff report

Contacts in opposition: None as of date of staff report

Inquiry contacts: One as of date of staff report

**ADJACENT LAND USES**

Direction	Comprehensive Plan	Zoning	Land Use
North	Restricted Suburban and Urban	RS Restricted Suburban and unzoned property in the ETJ	Vacant and manufactured home park
South	Restricted Suburban	R Rural	Vacant
East	Urban	Unzoned property in the ETJ	Manufactured home park
West	Restricted Suburban	R Rural	Driving Range

**DEVELOPMENT HISTORY**

**Annexation:** 2008

**Comprehensive Plan:** Land Use Amendment from Restricted Suburban to Suburban Commercial (2014)

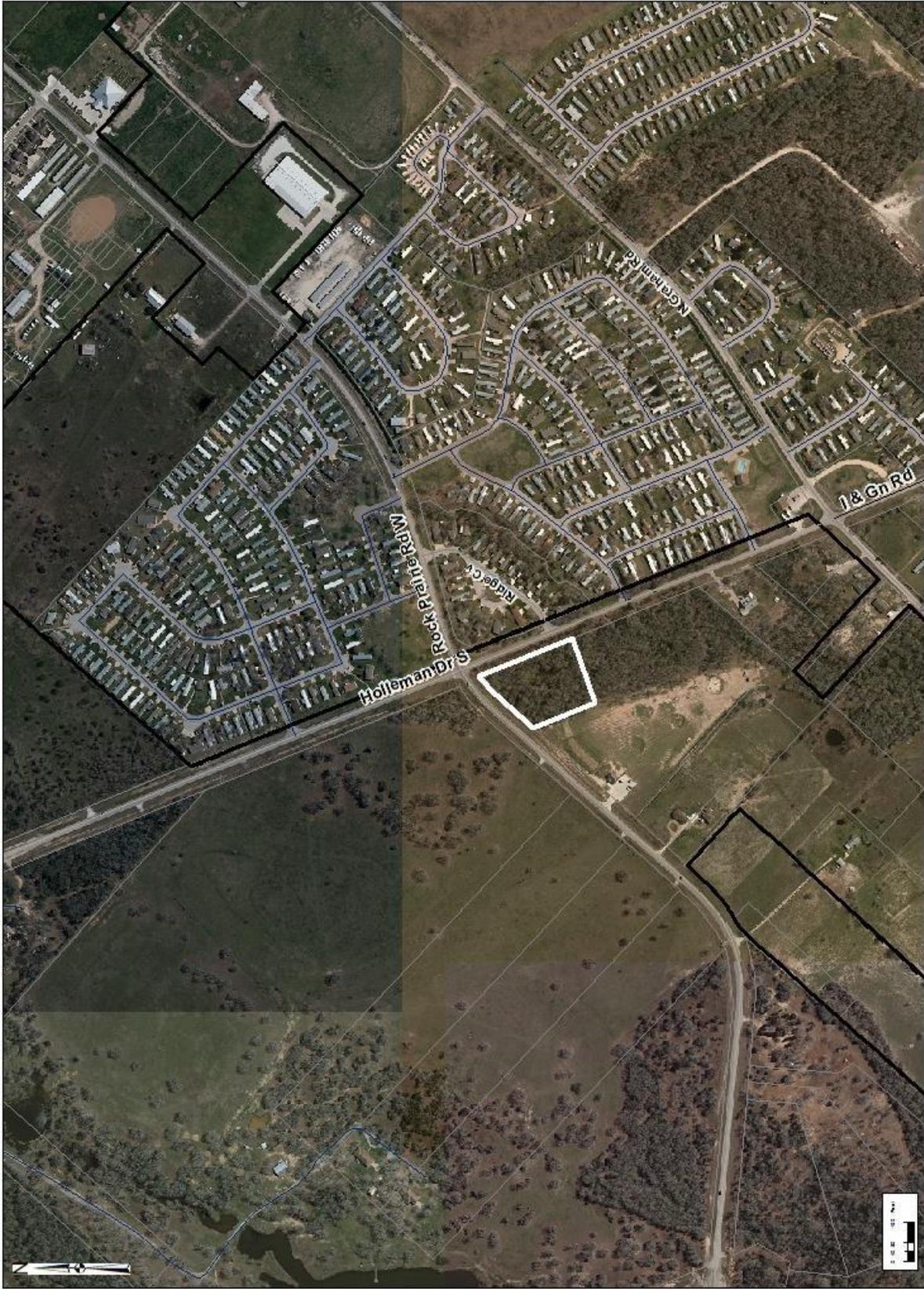
A-O Agricultural Open upon annexation (2008)

District renamed to R Rural (2013)

Suburban Commercial (2014)

**Final Plat:** Part of Lot 1, Block One, Jackson Estates (2010)

**Site development:** Undeveloped



COMP PLAN AMENDMENT

Case: 15-54

HOLLEMAN & ROCK PRAIRIE RD

DEVELOPMENT REVIEW



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING THE COLLEGE STATION COMPREHENSIVE PLAN BY AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE AND CHARACTER MAP, FOR THE PROPERTY LOCATED AT 3751 ROCK PRAIRIE ROAD WEST, GENRALLY LOCATED AT THE SOUTHWEST CORNER OF HOLLEMAN DRIVE SOUTH AND ROCK PRAIRIE ROAD WEST, PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

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

- PART 1: That the “Comprehensive Plan of the City of College Station” by amending the “Comprehensive Plan Future Land Use and Character Map”, as set out in Exhibits “A”, section C.2.i, and Exhibits “B”, and “C” attached hereto for the identified area 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 18<sup>th</sup> day of May, 2015.

ATTEST:

APPROVED:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor

APPROVED:

\_\_\_\_\_  
City Attorney

**EXHIBIT "A"**

## A. Comprehensive Plan

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

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

## B. Master Plans

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

1. The Northgate Redevelopment Plan dated November 1996;
2. The Revised Wolf Pen Creek Master Plan dated 1998;
3. Northgate Redevelopment Implementation Plan dated July 2003;
4. East College Station Transportation Study dated May 2005;
5. Parks, Recreation and Open Space Master Plan dated May 2005;
6. Park Land Dedication Neighborhood Park Zones Map dated January 2009;
7. Park Land Dedication Community Park Zones map dated April 2009;
8. Bicycle, Pedestrian, and Greenways Master Plan dated January 2010;
9. Central College Station Neighborhood Plan dated June 2010;
10. Water System Master Plan dated August 2010;
11. Wastewater Master Plan dated June 2011;
12. Eastgate Neighborhood Plan dated June 2011;
13. Recreation, Park and Open Space Master Plan dated July 2011;
14. Southside Area Neighborhood Plan dated August 2012;
15. Medical District Master Plan dated October 2012;
16. Wellborn Community Plan dated April 2013;
17. Economic Development Master Plan dated September 2013; and
18. South Knoll Area Neighborhood Plan dated September 2013.

### C. Miscellaneous Amendments

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

1. Text Amendments:
  - a. Chapter 2 “Community Character,” “Growth Areas” by amending the text regarding Growth Area IV and Growth Area V – Ordinance 3376, dated October 2011.
2. Future Land Use and Character Map Amendment:
  - a. 301 Southwest Parkway – Ordinance 3255, dated July 2010.
  - b. Richards Subdivision – Ordinance 3376, dated October 2011.
  - c. 1600 University Drive East – Ordinance 3535, dated November 14, 2013.
  - d. 2560 Earl Rudder Freeway S. – Ordinance 3541, dated December 12, 2013.
  - e. 13913 FM 2154. – Ordinance 3546, dated January 9, 2014.
  - f. 2021 Harvey Mitchell Parkway – Ordinance 3549, dated January 23, 2014.
  - g. 1201 Norton Lane – Ordinance 3555, dated February 27, 2014.
  - h. 3715 Rock Prairie Road West – Ordinance 3596, dated August 25, 2014.
  - i. 3751 Rock Prairie Road West - through this Ordinance, dated May 18, 2015.
3. Concept Map Amendment:
  - a. Growth Area IV – Ordinance 3376, dated October 2011.
  - b. Growth Area V – Ordinance 3376, dated October 2011.
4. Thoroughfare Map Amendment:
  - a. Raintree Drive – Ordinance 3375, dated October 2011.
  - b. Birkdale Drive – Ordinance 3375, dated October 2011.
  - c. Corsair Circle – Ordinance 3375, dated October 2011.
  - d. Deacon Drive – Ordinance 3375, dated October 2011.
  - e. Dartmouth Drive – Ordinance 3375, dated October 2011.
  - f. Farm to Market 60 – Ordinance 3375, dated October 2011.
  - g. Southwest Parkway – Ordinance 3375, dated October 2011.
  - h. Cain Road extension – dated February 26, 2015.
5. Bicycle, Pedestrian and Greenways Master Plan Amendment:
  - a. Cain Road extension – dated February 26, 2015

### D. General

1. Conflict. All parts of the College Station Comprehensive Plan and any amendments thereto shall be harmonized where possible to give effect to all. Only in the event of an irreconcilable conflict shall the later adopted ordinance prevail and then only to the extent necessary to avoid such conflict. Ordinances adopted at the same city council meeting without reference to another such ordinance shall be harmonized, if possible, so that effect may be given to each.
2. Purpose. The Comprehensive Plan is to be used as a guide for growth and development for the entire City and its extra-territorial jurisdiction (“ETJ”). The College Station Comprehensive Plan depicts generalized locations of proposed future land-uses, including

- thoroughfares, bikeways, pedestrian ways, parks, greenways, and waterlines that are subject to modification by the City to fit local conditions and budget constraints.
3. General nature of Future Land Use and Character. The College Station Comprehensive Plan, in particular the Future Land Use and Character Map found in A.3 above and any adopted amendments thereto, shall not be nor considered a zoning map, shall not constitute zoning regulations or establish zoning boundaries and shall not be site or parcel specific but shall be used to illustrate generalized locations.
  4. General nature of College Station Comprehensive Plan. The College Station Comprehensive Plan, including the Thoroughfare Plan, Bicycle, Pedestrian, and Greenways Master Plan, Central College Station Neighborhood Plan, Water System Master Plan and any additions, amendments, master plans and subcategories thereto depict same in generalized terms including future locations; and are subject to modifications by the City to fit local conditions, budget constraints, cost participation, and right-of-way availability that warrant further refinement as development occurs. Linear routes such as bikeways, greenways, thoroughfares, pedestrian ways, waterlines and sewer lines that are a part of the College Station Comprehensive Plan may be relocated by the City 1,000 feet from the locations shown in the Plan without being considered an amendment thereto.
  5. Reference. The term College Station Comprehensive Plan includes all of the above in its entirety as if presented in full herein, and as same may from time to time be amended.

**EXHIBIT "B"**

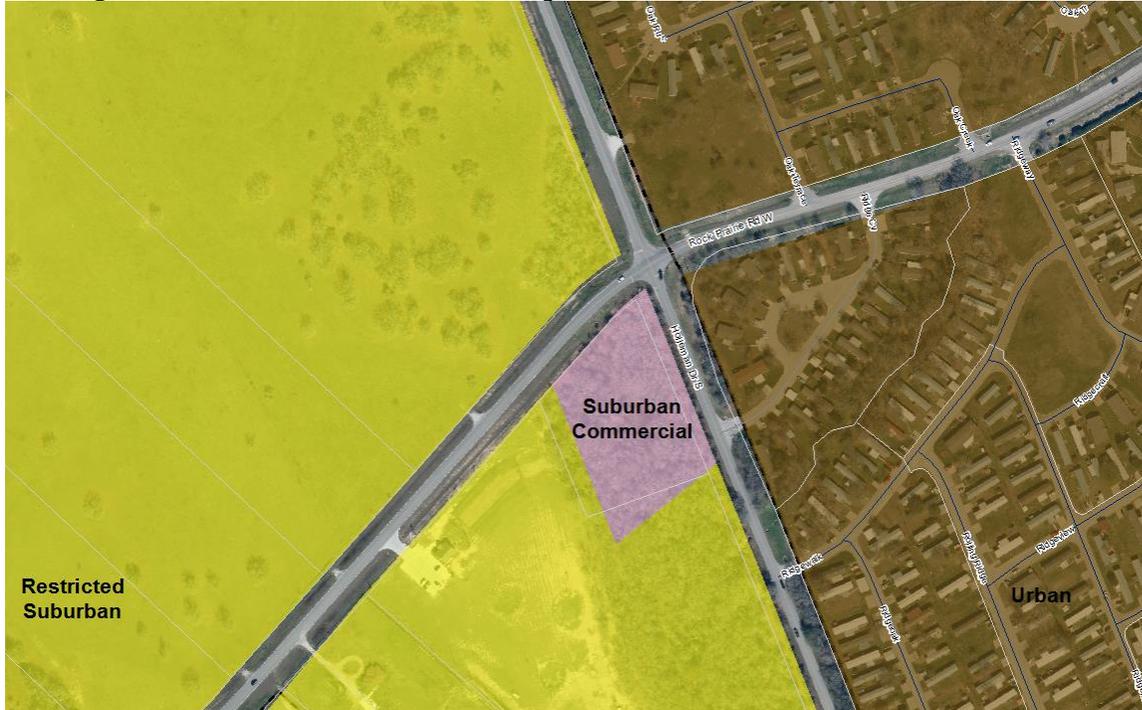
**AMENDED AREA OF FUTURE LAND USE AND CHARACTER MAP**

That the "Comprehensive Plan" of the City of College Station, Texas, is hereby amended by amending the Future Land Use and Character Map as follows:

The approximately two acres located at 3751 Rock Prairie Road West, generally located at the southwest corner of Holleman Drive South and Rock Prairie Road West, and shown graphically below, is amended from Suburban Commercial to General Commercial, as shown in the attached Exhibit "C".

**EXHIBIT "C"**

**Existing Future Land Use & Character Map**



**Proposed Future Land Use & Character Map**





## Legislation Details (With Text)

<b>File #:</b>	15-0233	<b>Version:</b>	1	<b>Name:</b>	Holleman Drive South and Rock Prairie Road West Rezoning
<b>Type:</b>	Rezoning	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	5/7/2015	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	5/18/2015	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	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 SC Suburban Commercial to PDD Planned Development District for approximately two 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 3751 Rock Prairie Road West, more generally located at the southwest corner of Rock Prairie Road West and Holleman Drive South. Case #15-00900053 (J Bullock).				
<b>Sponsors:</b>	Jessica Bullock				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Background</a> <a href="#">Aerial &amp; Small Area Map (SAM)</a> <a href="#">Concept Plan</a> <a href="#">Ordinance.pdf</a>				

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 SC Suburban Commercial to PDD Planned Development District for approximately two 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 3751 Rock Prairie Road West, more generally located at the southwest corner of Rock Prairie Road West and Holleman Drive South. Case #15-00900053 (J Bullock).

**Relationship to Strategic Goals:** Diverse Growing Economy

**Recommendation(s):** The Planning and Zoning Commission considered this item on April 16<sup>th</sup> and voted 4-1 to approve the rezoning request. Staff recommends denial.

**Summary:** The applicant has requested a PDD Planned Development District zoning on approximately two acres located at the southwest corner of Holleman Drive South and Rock Prairie Road West. The PDD, with a base zoning district of GC General Commercial, includes an

approximate 8,000 square foot building with associated fuel sales.

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

#### REVIEW CRITERIA

- 1. Consistency with the Comprehensive Plan:** The existing Future Land Use and Character designation on the property is Suburban Commercial, with a pending application to amend to General Commercial. According to the Comprehensive Plan and current infrastructure, the Future Land Use and Character designation should remain Suburban Commercial.

The proposed PDD Planned Development District zoning uses a base zoning district of GC General Commercial, but modifications are requested to the GC standards to make the PDD zoning similar to the character of the SC Suburban Commercial district (land use descriptions provided below). Fuel sales, as a use, is permitted in the GC General Commercial district and is generally intended to serve the larger community or region.

Land Use - Suburban Commercial: 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.

Land Use - General Commercial: intended for concentrations of commercial activities that cater both to nearby residents and to the larger community or region. Generally, these areas tend to be large in size and located near the intersection of two regionally significant roads (arterials and freeways). It is preferred that in such areas development be concentrated in nodes rather than spread out in strips.

If the Planning and Zoning Commission recommends approval of the Comprehensive Plan Future Land Use and Character Map amendment, the proposed PDD will be in compliance. If the Planning and Zoning Commission recommends denial of the Comprehensive Plan Future Land Use and Character Map amendment, the proposed PDD will not be in compliance.

- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** 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. When it developed, it left 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.

The applicant states that a rezoning to PDD with GC General Commercial as the base zoning is a compatible fit as a transitional use between surrounding existing developments (i.e., Jackson Hole Driving Range and the Rolling Ridge Manufactured Home Community).

The current zoning on the subject tract is SC Suburban Commercial which is for low intensity commercial uses that are compatible with the character of suburban single-family neighborhoods. They are heavily landscaped and designed to minimize the impact of non-residential uses and associated parking areas on adjacent residential zoning districts. The requested PDD will have a base zoning of GC General Commercial with some SC Suburban Commercial-type modifications. The zoning of the surrounding area is residential and the uses include residential lots and a future RS Restricted Suburban subdivision. Commercial uses in this location should be compatible with the surrounding residential character.

- 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, the applicant states that GC

General Commercial will allow for more appropriate development between the commercial use (driving range) and a major intersection.

In 2014, staff recommended approval for rezoning the property to SC Suburban Commercial. Understanding that the context of the tract was not suitable for residential, SC Suburban Commercial was the most appropriate district to allow commercial use at the intersection while maintaining the character of the area. The applicant is proposing a PDD with the base of GC General Commercial in order to allow for fuel sales. Modifications to GC General Commercial are proposed to minimize the impact of uses permitted under GC General Commercial.

- 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 SC Suburban Commercial, which was recently changed in November 2014 from R Rural. At that time, the applicant intended to build a commercial convenience store without fuel sales. The neighboring driving range did not need to be rezoned because the use is permitted in the R Rural zoning district. The property owner is seeking GC General Commercial in order to provide commercial use with fuel sales on the corner. The applicant states existing land features help to act as a buffer, including:
- (1) A creek that traverses the property. 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) 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.

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 surrounded by residential areas, SC Suburban Commercial is the appropriate district.

- 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:** Located between an existing commercial use and thoroughfare, the subject tract is marketable for commercial uses. The requested zoning district will allow for commercial uses that cater both to nearby residents and to the larger community or region.
- 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.
- A traffic impact analysis will be required with the site plan application to determine the full impacts of development.

## 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 an approximate 8,000 square foot primary structure with 50% of the building used for general commercial use intended for fuel sales / convenience store and a fuel canopy on the property. The remaining 50% of the building will be reserved for uses permitted in SC Suburban Commercial.

**Permitted Uses:**

- Fuel Services - Maximum four (4) fuel dispensers (8 vehicle spaces)
- Uses permitted under SC Suburban Commercial

**Modifications Requested:** GC General Commercial is proposed as the base zoning district with the following modifications. The applicant is proposing a use that is permitted in GC General Commercial. Understanding the context of the area, the PDD is intended to create a development that is more compatible with SC Suburban Commercial zoning district standards.

All other standards not expressly requested and approved will meet GC General Commercial standards:

- Approximate 8,000 square-foot commercial building with 50% of the building use reserved for the General Commercial use of Fuel Sales (Fuel Canopy with 4 Multiple Product Dispenser MPDs = 8 vehicle spaces);
- Remaining 50% of the building use will comply with permitted uses designated by SC Suburban Commercial District;

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

- Buffer yards of 25' wide and 20' wide along the west and south property lines respectively;
- Approximate 0.80 acre "preserve area" located within the property's northwest corner to provide for natural buffer and screening. Minor underbrush clearing will be permitted;
- No free-standing signs. Low-profile monument signs only, located at each driveway entrance, will be permitted (4' maximum height including company logo and digital display of fuel sale prices);
- Site lighting restricted to 20' maximum height and utilize LED directional lights;
- Suburban Commercial requirements will be used for the roof, architectural standards, and mechanical equipment screening.

**Budget & Financial Summary:** N/A

**Attachments:**

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

Background:

**NOTIFICATIONS**

Advertised Commission Hearing Date: April 16, 2015  
Advertised Council Hearing Date: May 18, 2015

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: None  
Inquiry contacts: Two

**ADJACENT LAND USES**

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

**DEVELOPMENT HISTORY**

**Annexation:** March 2008  
**Zoning:** A-O Agricultural Open upon annexation (2008) Renamed R Rural (2013) SC Suburban Commercial (2014)  
**Final Plat:** August 2010  
**Site development:** Undeveloped



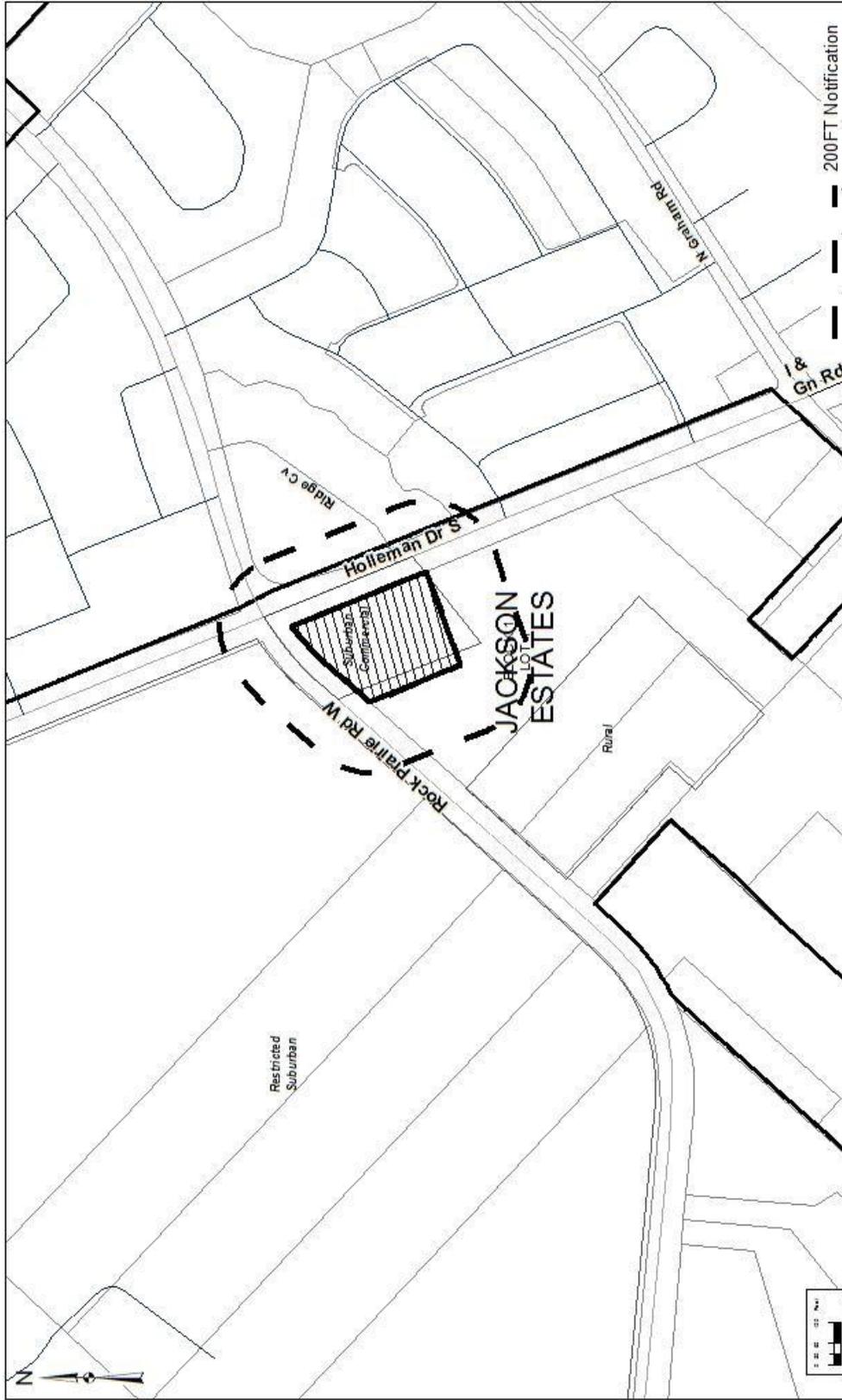
REZONING

Case: 15-53

HOLLEMAN & ROCK PRAIRIE RD

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

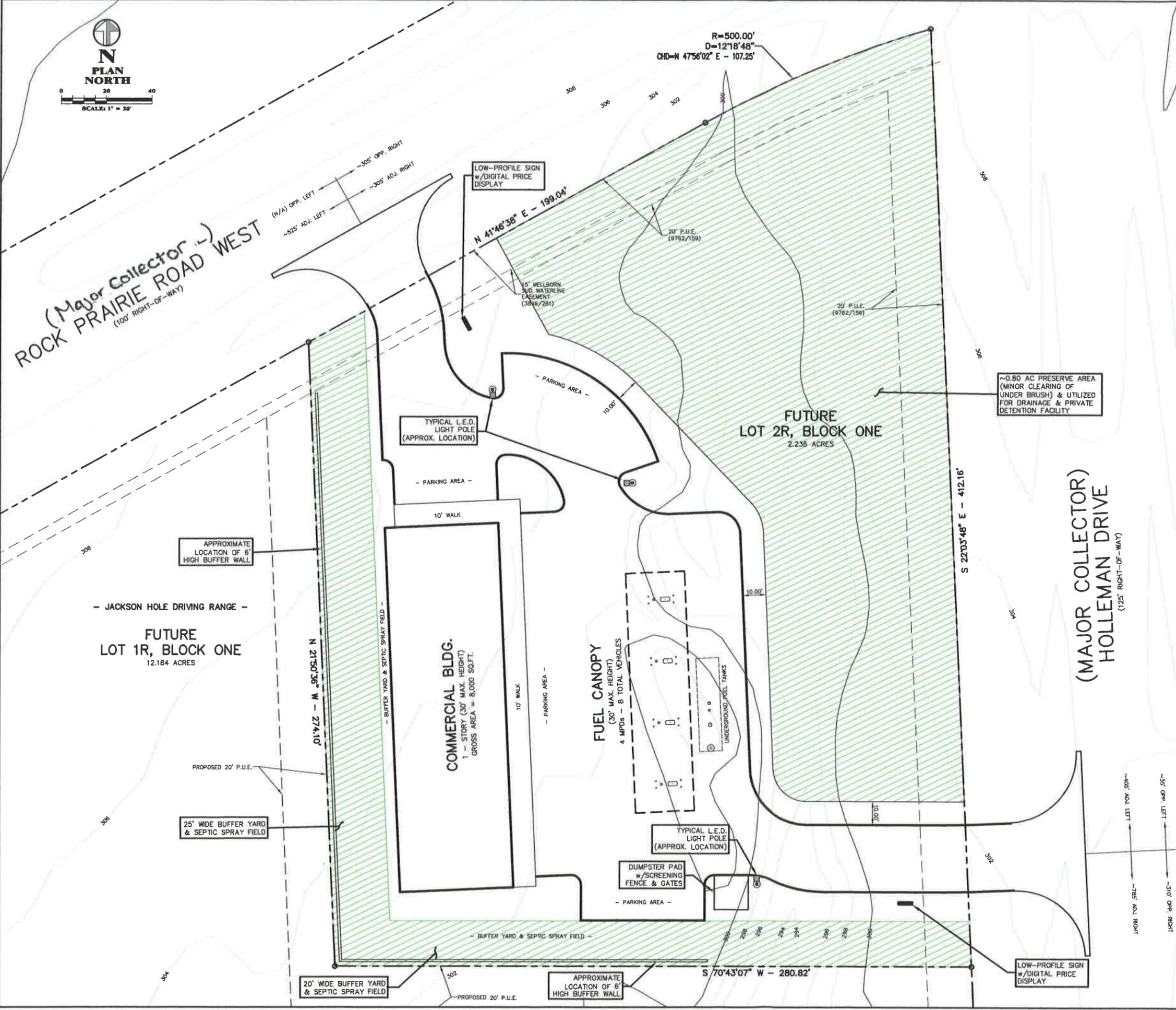


**DEVELOPMENT REVIEW**

**HOLLEMAN & ROCK PRAIRIE RD**

**REZONING**

Case: 15-53



**VICINITY MAP**

**DRAINAGE NOTES:**

1. THERE IS NO MAPPED FLOODPLAIN ON THIS PROPERTY PER FEMA MAP PANEL No. 48041 C0305F, WITH AN EFFECTIVE DATE OF APRIL 2, 2014.
2. SITE DEVELOPMENT OF THIS TRACT WILL REQUIRE A FLOODPLAIN MODEL (FOR PURPOSES OF BETTER DATA) TO ENSURE PROPER DRAINAGE DESIGN. ALSO DETENTION WILL BE PROVIDED TO ADEQUATELY DISCHARGE SITE RUNOFF TO PRE-DEVELOPMENT RUNOFF RATES.

**PROPOSED MERITORIOUS MODIFICATIONS**

THE FOLLOWING ARE THE REQUESTED MERITORIOUS MODIFICATIONS:

- APPROXIMATE 8,000 SQUARE-FOOT COMMERCIAL BUILDING WITH 50% OF THE BUILDING USE RESERVED FOR THE GENERAL COMMERCIAL USE OF FUEL SALES (FUEL CANOPY WITH 4 MPDS = 8 VEHICLE SPACES);
- REMAINING 50% OF THE BUILDING USE WILL COMPLY WITH PERMITTED USES DESIGNATED BY SUBURBAN COMMERCIAL DISTRICT;

**PROPOSED ENHANCEMENTS**

THE FOLLOWING ADDITIONAL ENHANCEMENTS ARE PROPOSED IN EXCHANGE FOR THE REQUESTED MODIFICATIONS:

- BUFFER YARDS OF 25' WIDE AND 20' WIDE ALONG THE WEST AND SOUTH PROPERTY LINES, RESPECTIVELY;
- APPROXIMATE 0.80 ACRE "PRESERVE AREA" LOCATED WITHIN THE PROPERTY'S NORTHWEST CORNER TO PROVIDE FOR NATURAL BUFFER AND SCREENING. MINOR UNDERBRUSH CLEARING WILL BE PERMITTED;
- NO FREE-STANDING SIGNS. LOW-PROFILE MONUMENT SIGNS ONLY, LOCATED AT EACH DRIVEWAY ENTRANCE, WILL BE PERMITTED (4' MAXIMUM HEIGHT W/COMPANY LOGO AND DIGITAL DISPLAY OF FUEL SALE PRICES);
- SITE LIGHTING RESTRICTED TO 20' MAXIMUM HEIGHT AND UTILIZE LED DIRECTIONAL LIGHTS;
- SUBURBAN COMMERCIAL REQUIREMENTS WILL BE USED FOR ROOF, ARCHITECTURAL STANDARDS, AND MECHANICAL EQUIPMENT SCREENING;

# CONCEPT PLAN FOR JACKSON ESTATES PHASE ONE

(VOLUME 9762, PAGE 159)  
FUTURE LOT 2R, BLOCK ONE  
CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS

	<b>CLIENT INFORMATION</b> TEXAS KJ INVESTMENTS, LLC SAM TRINH 4405 REGAL OAKS DRIVE COLLEGE STATION, TX 77845 EMAIL: SAMTRINH@VERIZON.NET PH: (979) 575-4545 FX: (979) 823-5195
	FILENAME: 0524CP1A   SCALE: 1"=20' SUBMITTED DATE: 2/13/15 REVISIONS: 3/23/15
3800 S.H. No. 6 SOUTH, STE. 108G <77845> POST OFFICE BOX 9253 COLLEGE STATION, TEXAS 77842 EMAIL: civil@rmengineer.com OFFICE - (979) 764-0704 FAX - (979) 764-0704 TEXAS FIRM REGISTRATION No. F-4695	DRAWN BY: R.A.M.   CHECKED BY: FIELD BOOK: N/A   PAGES: N/A RME CONSULTING ENGINEERS CLIENT NO. PROJECT NO. <b>237 - 0524</b>

15-53  
4/6/15  
4:30  
AS

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 SC SUBURBAN COMMERCIAL TO PDD PLANNED DEVELOPMENT DISTRICT FOR APPROXIMATELY TWO 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 3751 ROCK PRAIRIE ROAD WEST, MORE 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 described on 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 18<sup>th</sup> day of May, 2015

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 SC Suburban Commercial to PDD Planned Development District, as described in EXHIBIT "B," and as graphically depicted in EXHIBIT "C" and EXHIBIT "D":

**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”**

**General:** The proposed PDD Planned Development District zoning uses a base zoning district of GC General Commercial. The development is intended to provide general commercial uses including fuel sales with modifications to be more aligned with the SC Suburban Commercial zoning district. The Concept Plan includes an approximate 8,000 square foot primary structure with 50% of the building used for general commercial use intended for fuel sales / convenience store and a fuel canopy on the property. The remaining 50% of the building will be reserved for uses permitted in SC Suburban Commercial.

**Future building height:** Maximum building height of thirty (30) feet.

**Drainage:** There is no mapped floodplain on this property per FEMA map panel no. 48041 C0305F, with an effective date of April 2, 2014. Site development of this tract will require a floodplain model (for purposes of better data) to ensure proper drainage design. Detention will be provided to adequately discharge site runoff to pre-development runoff rates.

**Permitted Uses:**

- Fuel Services - Maximum four (4) fuel dispensers (eight vehicle spaces)
- Uses permitted under SC Suburban Commercial

**Meritorious Modifications**

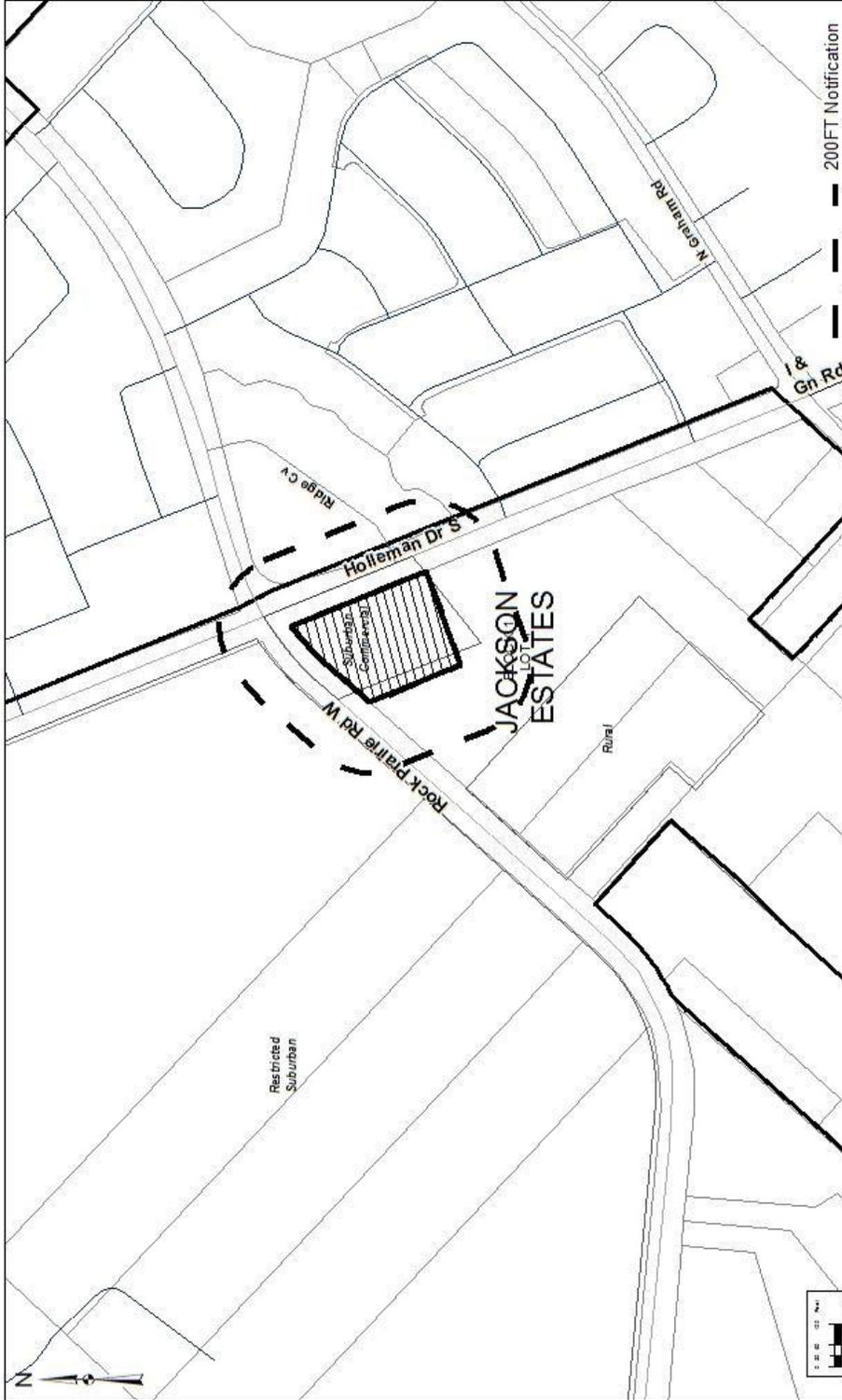
The following modifications are approved through this PDD zoning. All other standards of the GC General Commercial district will be met with development.

- Approximate 8,000 square-foot commercial building with 50% of the building area reserved for the General Commercial uses with Fuel Sales (Fuel Canopy with four Multiple Product Dispenser MPDs = eight vehicle spaces);
- Remaining 50% of the building area will comply with uses permitted by SC Suburban Commercial District;

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

- Buffer yards of 25’ wide and 20’ wide along the west and south property lines respectively;
- Approximate 0.80 acre “preserve area” located within the property’s northwest corner to provide for natural buffer and screening. Minor underbrush clearing will be permitted;
- No free-standing signs. Low-profile monument signs only, located at each driveway entrance, will be permitted (four feet maximum height including company logo and digital display of fuel sale prices);
- Site lighting restricted to twenty (20) feet maximum height, utilizing LED directional lights;
- Suburban Commercial requirements will be used for the roof, architectural standards, and mechanical equipment screening.

EXHIBIT "C"



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

DEVELOPMENT REVIEW

HOLLEMAN & ROCK PRAIRIE RD

REZONING

Case: 15-53







## Legislation Details (With Text)

<b>File #:</b>	15-0235	<b>Version:</b>	1	<b>Name:</b>	107 Krenek Tap- Rezoning
<b>Type:</b>	Rezoning	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	5/8/2015	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	5/18/2015	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	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 GC General Commercial for approximately 0.75 acres for the property being situated in the Morgan Rector League, Abstract No.46, College Station, Brazos County, Texas. Being a portion of a tract of land called 2.460 acres as described by a deed to Brazos Valley Decorative Center, LLC Recorded in Volume 12387, Page 287 of the Official Public Records of Brazos County, Texas, generally located near the northeast corner of Texas Avenue South and Krenek Tap Road. Case #15-00900073 (M.Bombek)				
<b>Sponsors:</b>	Mark Bombek				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Background</a> <a href="#">Aerial &amp; Small Area Map (SAM)</a> <a href="#">Ordinance</a>				

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 GC General Commercial for approximately 0.75 acres for the property being situated in the Morgan Rector League, Abstract No.46, College Station, Brazos County, Texas. Being a portion of a tract of land called 2.460 acres as described by a deed to Brazos Valley Decorative Center, LLC Recorded in Volume 12387, Page 287 of the Official Public Records of Brazos County, Texas, generally located near the northeast corner of Texas Avenue South and Krenek Tap Road. Case #15-00900073 (M.Bombek)

### Relationship to Strategic Goals:

- Diverse Growing Economy

Recommendation(s): The Planning and Zoning Commission considered this item on April 16<sup>th</sup> and voted 5-0 to approve the rezoning request. Staff recommends approval

Summary: The applicant has requested a General Commercial zoning on approximately 0.75 acres located at the northeast corner of Texas Avenue South and Krenek Tap Road.

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 designated on the Comprehensive Plan Future Land Use and Character Map as Urban. Urban describes areas that are intended for intense levels of development, primarily residential. General Commercial and Office uses, Business Parks, and Vertical Mixed Use are also uses envisioned for redevelopment and growth areas. While the subject property is not within a redevelopment or growth area, it is a portion of a tract already zoned General Commercial that has frontage on Texas Avenue South, a six-lane major arterial. Also, the property is within the Municipal Center planning district that calls for opportunities for residential and commercial activities in addition to municipal facilities.
- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** Typically General Commercial uses are discouraged against single-family type uses such as a manufactured home park. General Commercial is consistent with adjacent zoning and existing uses along Texas Avenue South. The proposed development of the property as General Commercial would also be compatible with the municipal uses along Krenek Tap.
- 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 General Commercial zoning would allow a continued commercial presence along Texas Avenue South and allow services to be more accessible to the surrounding area.
- 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 GS General Suburban designation on this property would allow the continued use as a single-family home. This however, is not suitable for the property due to the intention of the Municipal Center District Planning Corridor calling for a municipal center and supporting commercial and residential uses that would be urban in character.
- 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 property is claimed under ownership with the adjacent larger tract that is already designated as GC General Commercial. The current land use would limit the property owner's ability to fully develop the property.
- 6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** There is an existing 12" water and 12" wastewater line available to serve the property. Existing infrastructure with proposed modifications appear to be adequate for the proposed use. Drainage and any other infrastructure required with the site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines. The Thoroughfare Plan identifies Krenek Tap Road as an existing 2-lane Minor Collector. 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

**BACKGROUND**

**NOTIFICATIONS**

Advertised Commission Hearing Date: April 16, 2015

Advertised Council Hearing Date: May 18, 2015

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

**ADJACENT LAND USES**

<b>Direction</b>	<b>Comprehensive Plan</b>	<b>Zoning</b>	<b>Land Use</b>
<b>North</b>	Urban	MHP-Manufactured Home Park KO- Krenek Tap Overlay	Manufactured Home Park
<b>South (Across Krenek Tap Road)</b>	General Commercial	GS General Suburban KO- Krenek Tap Overlay	City Facilities- Municipal Court
<b>East</b>	Urban	MHP- Manufactured Home Park KO- Krenek Tap Overlay	Manufactured Home Park
<b>West</b>	Urban	GC- General Commercial KO- Krenek Tap Overlay	Vacant

**DEVELOPMENT HISTORY**

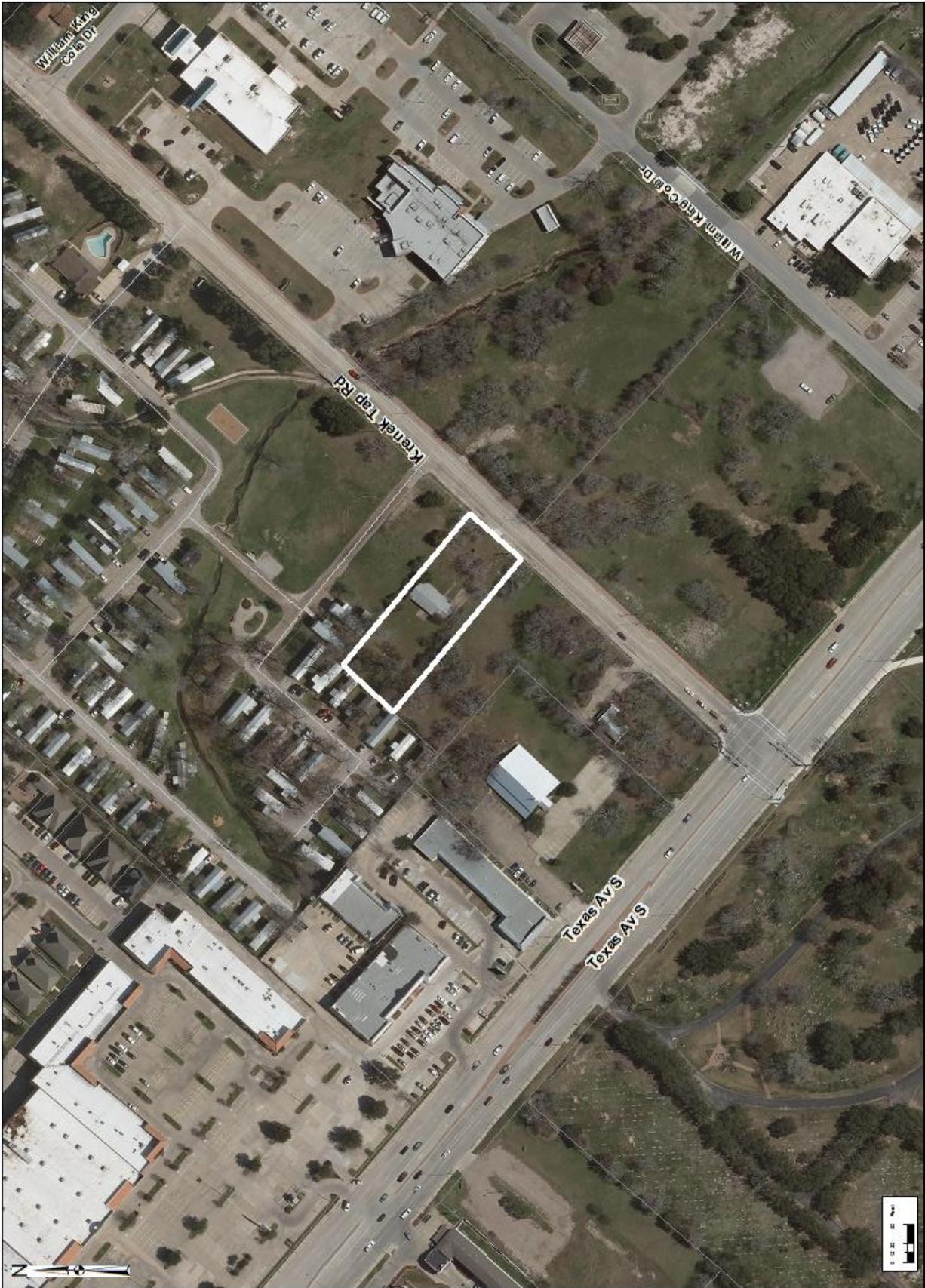
**Annexation:** 1969

**Zoning:** R-1 Single-family Residential- Upon Annexation  
KO-Krenek Tap Overlay-2004

R-1 Single-family Residential to GS General Suburban- 2013

**Final Plat:** Unplatted

**Site development:** Single-family home



REZONING

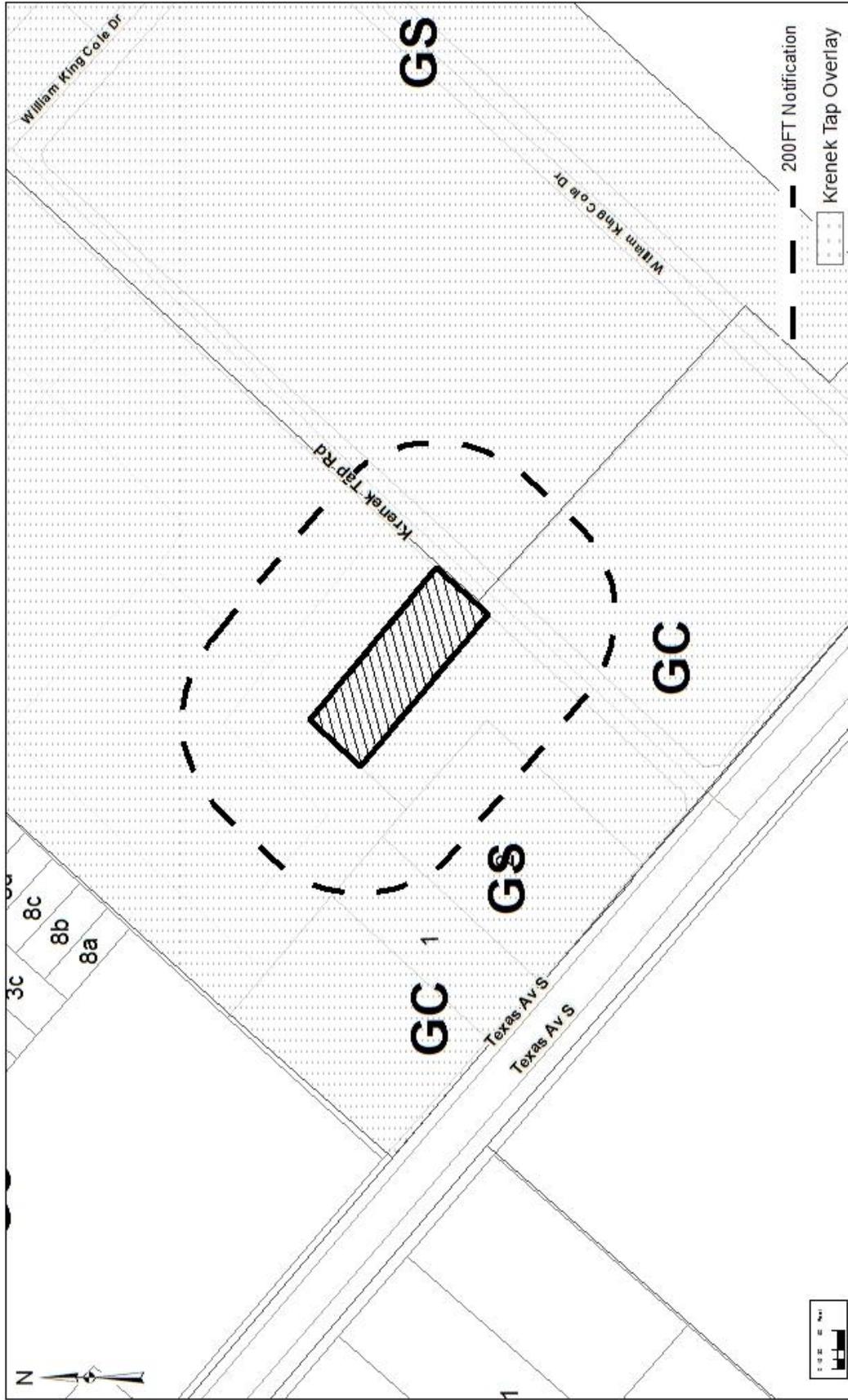
Case: 15-73

AMBROSE FURNITURE SHOWROOM

DEVELOPMENT REVIEW







**Zoning Districts**

- R Rural
- E Estate
- RS Restricted Suburban
- GS General Suburban
- R - 1B Single Family Residential
- D Duplex
- T Townhouse

- R - 4 Multi-Family
- R - 6 High Density Multi-Family
- MHP Manufactured Home Park
- O Office
- SC Suburban Commercial
- GC General Commercial
- CI Commercial-Industrial
- BP Business Park

- BPI Business Park Industrial
- NAP Natural Areas Protected
- C - 3 Light Commercial
- M - 1 Light Industrial
- M - 2 Heavy Industrial
- C - U College and University
- R & D Research and Development
- P-MUD Planned Mixed-Use Development

- PDD Planned Development District
- WPC Wolf Pen Creek Dev. Corridor
- NG - 1 Core Northgate
- NG - 2 Transitional Northgate
- NG - 3 Residential Northgate
- OV Corridor Overlay
- RDD Redevelopment District
- KO Krenek Tap Overlay

**DEVELOPMENT REVIEW**

**AMBROSE FURNITURE SHOWROOM**

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**REZONING**

Case: 15-73



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 GC GENERAL COMMERCIAL FOR APPROXIMATELY 0.75 ACRES BEING SITUATED IN THE MORGAN RECTOR LEAGUE, ABSTRACT NO. 46, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING THE SAME TRACT OF LAND CALLED 2.460 ACRES AS DESCRIBED BY A DEED TO BRAZOS VALLEY DECORATIVE CENTER, LLC RECORDED IN VOLUME 12387, PAGE 287 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, GENERALLY LOCATED NORTH OF KRENEK TAP ROAD, AND NEAR THE INTERSECTION OF KRENEK TAP ROAD AND TEXAS AVENUE 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 18<sup>th</sup> day of May, 2015

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 GC General Commercial, as described below and as graphically depicted in EXHIBIT "B".

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

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF PARCEL OF LAND LYING AND BEING SITUATED IN THE MORGAN RECTOR LEAGUE, ABSTRACT NO. 46, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING THE SAME TRACT OF LAND CALLED 2.460 ACRES AS DESCRIBED BY A DEED TO BRAZOS VALLEY DECORATIVE CENTER, LLC RECORDED IN VOLUME 12387, PAGE 287 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 NORTHEAST LINE OF TEXAS AVENUE MARKING THE SOUTHWEST CORNER OF SAID 2.460 ACRE TRACT AND THE SOUTH CORNER OF LOT 2, KRENEK TAP SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 1173, PAGE 593 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS;

**THENCE:** N 42° 23' 53" E ALONG THE COMMON LINE OF SAID 2.460 ACRE TRACT AND SAID LOT 2 FOR A DISTANCE OF 334.90 FEET TO A 3/8 INCH IRON ROD FOUND MARKING THE EAST CORNER OF SAID LOT 2;

**THENCE:** N 49° 47' 29" W CONTINUING ALONG THE COMMON LINE OF SAID 2.460 ACRE TRACT AND SAID LOT 2 FOR A DISTANCE OF 187.55 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE NORTHWEST CORNER OF SAID 2.460 ACRE TRACT AND A SOUTHERLY CORNER OF A CALLED 24.83 ACRE TRACT AS DESCRIBED BY A DEED TO SB MANAGEMENT, LLC RECORDED IN VOLUME 11047, PAGE 149 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

**THENCE:** N 42° 33' 27" E ALONG THE COMMON LINE OF SAID 2.460 ACRE TRACT AND SAID 24.83 ACRE TRACT FOR A DISTANCE OF 208.29 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE NORTH CORNER OF SAID 2.460 ACRE TRACT;

**THENCE:** S 50° 07' 12" E CONTINUING ALONG THE COMMON LINE OF SAID 2.460 ACRE TRACT AND SAID 24.83 ACRE TRACT FOR A DISTANCE OF 313.22 FEET TO A 1/2 INCH IRON ROD FOUND ON THE NORTHWEST LINE OF KRENEK TAP ROAD MARKING THE EAST CORNER OF THIS HEREIN DESCRIBED TRACT;

**THENCE:** S 42° 33' 29" W ALONG THE NORTHWEST LINE OF KRENEK TAP ROAD FOR A DISTANCE OF 526.31 FEET TO A 1/2 INCH IRON ROD FOUND;

**THENCE:** S 85° 40' 35" W ALONG THE TRANSITION BETWEEN THE NORTHWEST LINE OF KRENEK TAP ROAD AND THE NORTHEAST LINE OF TEXAS AVENUE FOR A DISTANCE OF 27.36 FEET TO A 1/2 INCH IRON ROD FOUND ON THE NORTHEAST LINE OF TEXAS AVENUE;

**THENCE:** N 49° 31' 44" W ALONG THE NORTHEAST LINE OF TEXAS AVENUE FOR A DISTANCE OF 105.92 FEET TO THE **POINT OF BEGINNING** CONTAINING 2.46 ACRES OF LAND AS SURVEYED ON THE GROUND FEBRUARY 2015. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR  
REGISTERED PROFESSIONAL  
LAND SURVEYOR No. 4502

D:/WORK/MAB/15-130.MAB

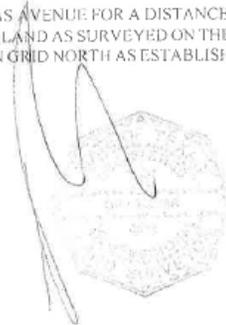
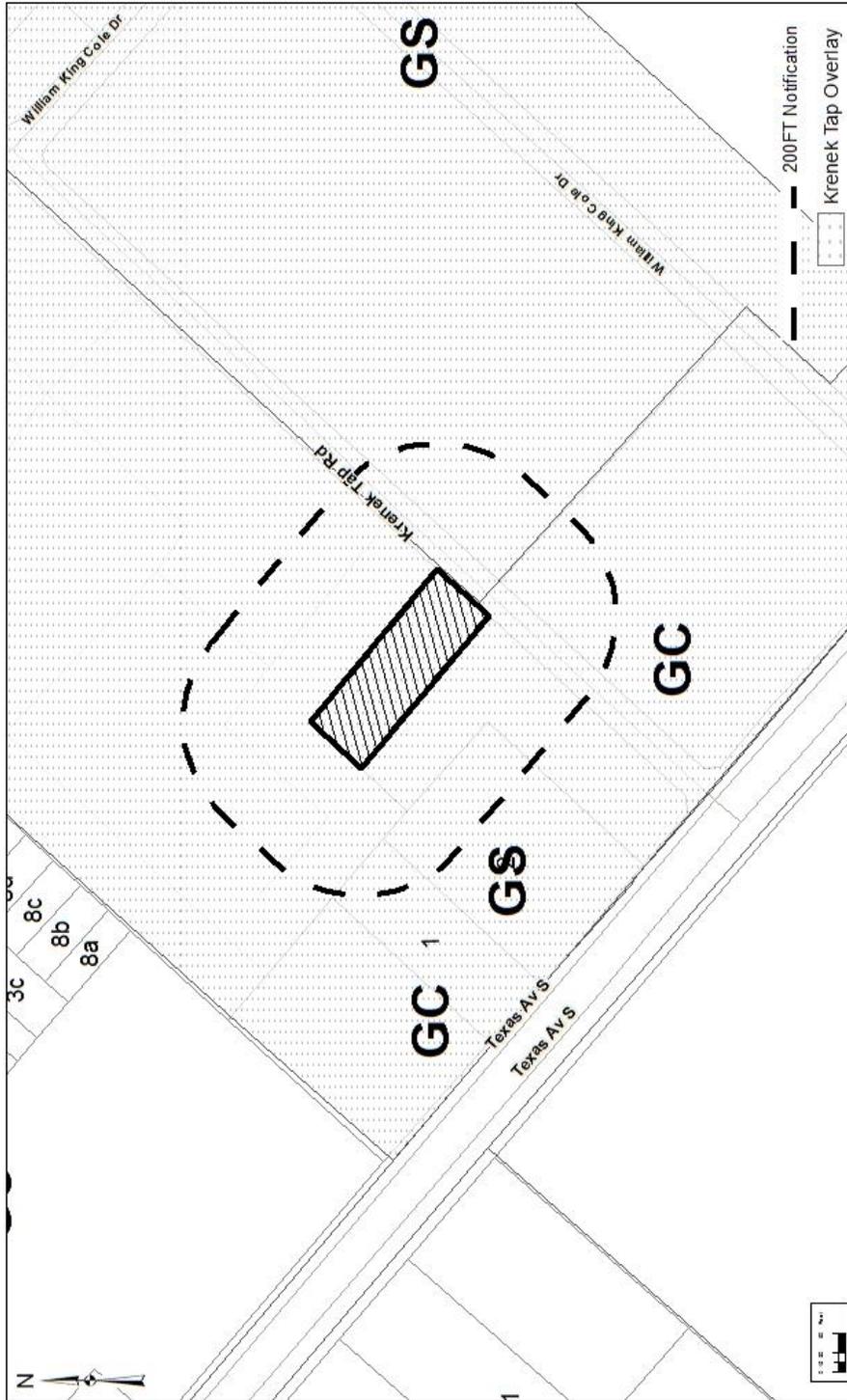


EXHIBIT "B"



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

DEVELOPMENT REVIEW	REZONING
AMBROSE FURNITURE SHOWROOM	
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Legislation Details (With Text)

<b>File #:</b>	15-0190	<b>Version:</b>	1	<b>Name:</b>	HPC Appointments
<b>Type:</b>	Appointment	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	4/7/2015	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	5/18/2015	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Presentation, possible action and discussion regarding appointments to the following boards and commissions: · Historic Preservation Committee				
<b>Sponsors:</b>	Sherry Mashburn				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>					

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion regarding appointments to the following boards and commissions:  
· Historic Preservation Committee

Relationship to Strategic Goals: (Select all that apply)

- Good Governance

Recommendation(s): Appointments to fill two (2) unexpired terms (until January 2017)

Summary: Two members of the HPC have not attended any meetings since their appointments. Staff has contacted these individuals several times via email and phone, but has ever received a response. For purposes of maintaining a quorum, it is necessary to appoint two to fill their unexpired terms. The CSO has mailed a letter to each requesting an explanation for their absences and given notice that upon review of their explanations at its May 18 Regular Meeting, if the City Council finds that the absences are unexcused, the City Council may choose to either notify them of the importance of regular attendance or remove them from the Historic Preservation Committee.

Budget & Financial Summary: None

Attachments: None