



# College Station, TX

City Hall  
1101 Texas Ave  
College Station, TX 77840

## Meeting Agenda - Final

### City Council Regular

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**Thursday, August 13, 2015**

**7:00 PM**

**City Hall Council Chambers**

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

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

#### **Consent Agenda**

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

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

- 2a. [15-0420](#) Presentation, possible action, and discussion of minutes for:
    - July 23, 2015 Workshop
    - July 23, 2015 Regular Council Meeting
    - July 28, 2015 Special Meeting

**Sponsors:** Mashburn

**Attachments:** [WKSHP072315 DRAFT Minutes.docx](#)  
[RM072315 DRAFT Minutes.docx](#)  
[SM072815 DRAFT Minutes.docx](#)

- 2b. [15-0363](#) Presentation, possible action, and discussion on an ordinance authorizing a General Election to be held on November 3, 2015, for the purpose of electing City Councilmembers, Place 4 and 6, by the qualified voters of the City of College Station, establishing early voting locations, polling places for this election and making provisions for conducting the election.

(Presentación, posible acción y discusión acerca de una ordenanza que autorice Elecciones Generales a celebrarse el 3 de noviembre de 2015, con el propósito de elegir a los Miembros del Consejo de la Ciudad, Puestos número 4 y 6, por los votantes calificados de la Ciudad de College Station, estableciendo los puestos de votaciones tempranas, los centros de votaciones para estas elecciones e indicando las estipulaciones para realizar las elecciones.)

**Sponsors:**

Mashburn

**Attachments:**[ORD Ordering November 2015 General Election \(1\).doc](#)[ORD Ordering November 2015 General Election \(2\) Spanish.doc](#)**2c. [15-0364](#)**

Presentation, possible action, and discussion on an interlocal government agreement with Brazos County for the conduct and management of the City of College Station General Election and Bond Election that will be held on Tuesday, November 3, 2015.

(Presentación, posible acción y discusión acerca de un acuerdo de gobierno interlocal con el Condado de Brazos para celebrar y administrar las Elecciones Generales y elección de bonos de la Ciudad de College Station a celebrarse el día martes 3 de noviembre de 2015.)

**Sponsors:**

Mashburn

**Attachments:**[ILA 2015.doc](#)[ILA 2015 - Spanish.doc](#)**2d. [15-0378](#)**

Presentation, possible action, and discussion regarding a contract with Dunham Engineering for professional services to design and inspect the recoating of the interior of the Park Place Water Tower, at a total cost of \$100,000.

**Sponsors:**

Coleman

**Attachments:**[Contract.tif](#)**2e. [15-0393](#)**

Presentation, possible action, and discussion on the consideration of an ordinance amending Chapter 10, "Traffic Code", Section 2 "Traffic Control Devices", C "Four-Way Stop Intersections", Traffic Schedule II - "Four-Way Stop Intersections", of the Code of Ordinances of the City of College Station, Texas, by implementing all-way stop control intersections at the intersections of WS Phillips Parkway and Barron Cut Off Road, WS Phillips Parkway and Brewster, and WS Phillips Parkway and Victoria Avenue.

**Sponsors:**

Rother

**Attachments:**      [Map - 4-Way Stops along WS Phillips Parkway.pdf](#)  
[Ordinance - 4-Way Stops along WS Phillips Parkway.docx](#)

- 2f. [15-0394](#)      Presentation, possible action, and discussion on approving job order construction contracts #15300297 and #15300298 for various facilities corrective maintenance services from Jamail & Smith Construction, LP in the amount of \$201,957.54 and Facilities Sources in the amount of \$64,192.93, for a total award amount of \$266,150.47. Contract pricing is available from Jamail & Smith Construction, LP through the Texas Multiple Award Schedule (Contract TXMAS-14-56090). Contract pricing is available from The Cooperative Purchasing Network (TCPN Contract #R5083) for Facilities Sources.

**Sponsors:**      Harmon

- 2g. [15-0395](#)      Presentation, possible action, and discussion on an ordinance amending Chapter 10, "Traffic Code", Section 3 "Speed Limits", Subsection F (1) "Temporary Speed Limits Established For Certain Described Streets", Traffic Schedule XIII, "Temporary Speed Limits" by amending the Graham Road speed limit between Longmire Drive and Dove Crossing Lane to 30 mph during the Graham Road Rehabilitation Project.

**Sponsors:**      Rother

**Attachments:**      [Speed Zone Map.pdf](#)  
[Graham Road Temporary Speed Limit Reduction Ordinance.docx](#)

- 2h. [15-0396](#)      Presentation, possible action, and discussion regarding construction contract 15300300 with Elliott Construction, in the amount of \$860,022.50 for the Graham Road Rehabilitation Project.

**Sponsors:**      Harmon

**Attachments:**      [15-056 Tab.pdf](#)  
[Graham Road Map.pdf](#)

- 2i. [15-0397](#)      Presentation, possible action, and discussion on professional services contract no. 15300337 with Mitchell & Morgan, LLP in the amount of \$328,538 for the professional engineering services related to the design of the Greens Prairie Trail Rehabilitation Project.

**Sponsors:**      Harmon

**Attachments:**      [Project Map.pdf](#)

- 2j. [15-0400](#)      Presentation, possible action, and discussion of an ordinance amending Chapter 10, "Traffic Code", Section 2 "Traffic Control

Devices”, K “Intersections Controlled by No Right Turn or No Left Turn Signs”, Traffic Schedule VIII - “No Right Turn and No Left Turn” by adding WS Phillips Parkway for Southeast Traffic - No Left-Turns into the Spring Creek Elementary Parent Exit that is 280 feet northeast of the Brewster Driver Intersection and WS Phillips Parkway for Northeast Traffic - No Right-Turns into the Spring Creek Elementary Parent Exit that is 280 feet northeast of the Brewster Driver Intersection.

**Sponsors:**

Rother

**Attachments:**

[Map - No Left and No Right - WS Phillips into Spring Creek Elementary.pdf](#)

[Ordinance - No Left and No Right - WS Phillips into Spring Creek Elementary.doc](#)

2k. [15-0401](#)

Presentation, possible action, and discussion of an ordinance amending Chapter 10 “Traffic Code”, Section 2 “Traffic Control Devices” F “School Zones” , Traffic Schedule V- “School Zones” to include school zones along WS Phillips Parkway, Brewster Drive, and Dunlap Loop for Spring Creek Elementary School.

**Sponsors:**

Rother

**Attachments:**

[School Zone - Map - WS Phillips, Brewster, and Dunlap.pdf](#)

[School Zone - Ordinance - WS Phillips, Brewster, and Dunlap.docx](#)

2l. [15-0402](#)

Presentation, possible action, and discussion on professional services contract number 15-125 with Jones & Carter, Inc. in the amount of \$743,000., for the design, bidding, and construction administration for the Well No. 9 Combined Project and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

**Sponsors:**

Harmon

**Attachments:**

[Well 9 Map.pdf](#)

[Well #9 and Collection Line DRR.pdf](#)

2m. [15-0407](#)

Presentation, possible action, and discussion on approving a contract for the grant of federal HOME Community Housing Development Organization (CHDO) Set-Aside funds with Elder-Aid, Inc. in the amount of \$308,411 for acquisition and rehabilitation of four (4) existing dwelling units to be used as affordable rental housing for income-eligible elderly households.

**Sponsors:**

Eller

**Attachments:**

[Elder Aid Grant Contract Final 2015 Rental 7-28-2015.pdf](#)

2n. [15-0424](#)

Presentation, possible action, and discussion approving the renewal of the City’s annual copy and print services price agreements with estimated annual expenditures to Alphagraphics

(formerly Tops Printing) not to exceed \$80,000; Copy Corner not to exceed \$40,000; and Office Depot (available through the National Intergovernmental Purchasing Alliance Cooperative (NIPA)) not to exceed \$20,000. The total amount for Copy and Print Services is not to exceed \$140,000.

**Sponsors:**

Kersten

**Attachments:**[Bid 14-072 Copy and Print - AlphaGraphics-signed.pdf](#)[Bid 14-072 Copy and Print - Signed Copy Corner.pdf](#)2o. [15-0425](#)

Presentation, possible action, and discussion on a bid award for the annual purchase of electric distribution poles, which will be maintained in electrical inventory and expended as needed. The total recommended award is \$504,089 to Techline, Inc.

**Sponsors:**

Kersten

**Attachments:**[15-062 Tabulation.pdf](#)2p. [15-0426](#)

Presentation, possible action, and discussion on calling a public hearing on the City of College Station FY 2015-2016 Proposed Budget for Thursday September 10, 2014 at 7:00 PM in the City Hall Council Chambers.

**Sponsors:**

Kersten

2q. [15-0428](#)

Presentation, possible action, and discussion regarding approval of a resolution authorizing the Mayor to approve the Plan of Finance, the Issuance of New Hope Cultural Education Facilities Finance Corporation for MRC Senior Living Revenue Bonds and the project to be acquired with the proceeds of such bonds.

**Sponsors:**

Kersten

**Attachments:**[7-10-15-Consent-Resolution-REVISED 2.docx](#)[MPH letter.pdf](#)[Munites to Public Hearing-MPH.pdf](#)2r. [15-0432](#)

Presentation, possible action, and discussion approving a resolution authorizing a License to Encroach Agreement with Jim Easterly regarding the 6.04 square foot encroachment in to the public utility easement area of a portion of a structure located at Lot 1R, Block 4, Section 2, Summit Crossing Phase 1, according to the plat recorded in Volume 11180, Page 150 of the Official Records of Brazos County, Texas.

**Sponsors:**

Cotter

**Attachments:**      [Vicinity Map](#)  
[Location Map](#)  
[License Agreement Exhibit A \(Survey\)](#)  
[Lonetree Lic to Encl Agree 7-31-15.docx](#)  
[Lonetree Lic to Encl Resol 7-31-15.docx](#)  
[6- Application.pdf](#)

## 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. [15-0403](#)      Public Hearing, presentation, possible action, and discussion of an ordinance amending Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", E "Parking Regulations of Certain Described Areas", (1) "Traffic Schedule XIV - No Parking Here to Corner or No Parking Anytime", to remove parking along Munson Avenue.

**Sponsors:**      Rother

**Attachments:**      [Map - No Parking - Munson Avenue.pdf](#)  
[Park Removal Ordinance - Munson Avenue.docx](#)

2. [15-0404](#)      Public Hearing, presentation, possible action, and discussion of an ordinance amending Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", E "Parking

Regulations of Certain Described Areas”, (1) “Traffic Schedule XIV - No Parking Here to Corner or No Parking Anytime”, along WS Phillips Parkway, Brewster Drive, and Dunlap Loop.

**Sponsors:**

Rother

**Attachments:**

[No Park, Stand, Stop - Map - WS Phillips, Brewster, and Dunlap.pdf](#)

[No Park, Stand, Stop - Ordinance - WS Phillips, Brewster, and Dunlap.docx](#)

3. [15-0417](#)

Public Hearing, presentation, possible action, and discussion of an ordinance amending Chapter 10, “Traffic Code”, Section 4 “Administrative Adjudication of Parking Violations”, E “Parking Regulations of Certain Described Areas”, (1) “Traffic Schedule XIV - No Parking Here to Corner or No Parking Anytime”, to remove parking along Cherry Street between Tauber and Stasney Street.

**Sponsors:**

Rother

**Attachments:**

[Cherry Street - Parking Removal.pdf](#)

[Park Removal Ordinance - Cherry Street.docx](#)

4. [15-0433](#)

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 GC General Commercial and OV Corridor Overlay to GC General Commercial for approximately 4.73 acres being Lot 1, Block 16 of Glenhaven Estates Phase 6, generally located on the southwest corner of University Drive East and Glenhaven Drive.

**Sponsors:**

Bombek

**Attachments:**

[Background Information](#)

[Aerial& Small Area Map \(SAM\)](#)

[Ordinance](#)

5. [15-0431](#)

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 for approximately 20.872 acres from R Rural to 17.14 acres of RS Restricted Suburban and 3.732 acres of SC Suburban Commercial, both tracts being located in the Thomas Caruthers League, Abstract No.9, College Station, Brazos County, Texas. Said Tracts being portions of the remainder of a called 26.25 acre tract as described by a deed to Dale W. Conrad and Wife, Reba J. Conrad recorded in Volume 460, Page 505 of the Deed Records of Brazos County, Texas; generally located at 4201

Rock Prairie Road, and more generally located at the northeast corner of Rock Prairie Road and Bird Pond Road.

**Sponsors:**

Prochazka

**Attachments:**

[Background](#)

[Aerial & Small Area Map](#)

[Letter from the Applicant](#)

[Ordinance](#)

**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 August 7, 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 #:** 15-0420      **Version:** 1      **Name:** Minutes  
**Type:** Minutes      **Status:** Consent Agenda  
**File created:** 7/27/2015      **In control:** City Council Regular  
**On agenda:** 8/13/2015      **Final action:**  
**Title:** Presentation, possible action, and discussion of minutes for:  
    • July 23, 2015 Workshop  
    • July 23, 2015 Regular Council Meeting  
    • July 28, 2015 Special Meeting  
**Sponsors:** Sherry Mashburn  
**Indexes:**  
**Code sections:**  
**Attachments:** [WKSHP072315 DRAFT Minutes.pdf](#)  
[RM072315 DRAFT Minutes.pdf](#)  
[SM072815 DRAFT Minutes.pdf](#)

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

- July 23, 2015 Workshop
- July 23, 2015 Regular Council Meeting
- July 28, 2015 Special Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: None

Budget & Financial Summary: None

Attachments:

- July 23, 2015 Workshop
- July 23, 2015 Regular Council Meeting
- July 28, 2015 Special Meeting

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

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

**Present:**

Nancy Berry, Mayor

**Council:**

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

**City Staff:**

Kelly Templin, City Manager  
Chuck Gilman, Deputy City Manager  
Carla Robinson, City Attorney  
Tanya McNutt, Deputy City Secretary  
Ian Whittenton, Records Management Coordinator

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

The Workshop of the College Station City Council was called to order by Mayor Berry at 4:42 p.m. on Thursday, July 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 and §551.072-Real Estate, the College Station City Council convened into Executive Session at 4:43 p.m. on Thursday, July 23, 2015 in order to continue discussing matters pertaining to:

- A. Consultation with Attorney to seek advice regarding pending or contemplated litigation; to wit:
- Bobby Trant v. BVSWMA, 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. Consultation with Attorney to seek legal advice; to wit:

- Legal advice regarding aquatics outsourcing request for proposals.

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

- Property located at or near 204-220 Holleman Drive in College Station.

The Executive Session adjourned at 5:39 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 2g was pulled for clarification.

At 5:57 p.m., the meeting was paused due to difficulties with video being received by remote Councilmembers.

At 5:59 p.m., the meeting resumed.

(2g): Carol Cotter, Assistant City Engineer, stated her opinion that the collection of fees has been successful.

**5. Presentation, possible action, and discussion regarding Hosting of Christmas in the Park event by City of College Station Parks and Recreation Department at Stephen C. Beachy Central Park.**

David Schmitz, Director of Parks and Recreation, introduced Gerry Logan, Recreation Supervisor, who reported that community input has necessitated moving the Christmas event from Wolf Pen Creek back to Central Park. This will allow the department to consolidate all Christmas Light displays and offer a no-cost option for viewing of a large light display. The key event aspects will remain the same, to include pictures with Santa, a hayride through the light displays along the park trails, holiday-themed vendors and musical performances, etc.

Staff recommends returning the event to Central Park to meet the requests from the community.

**6. Presentation, possible action, and discussion regarding a possible YMCA in the College Station area.**

Councilmember Mooney requested that this item be brought before the Council for direction. He presented a document to council which gave information on community needs, efforts to establish, funding sources, costs, and possible solutions to a local natatorium which could feasibly be fulfilled by a YMCA in the community.

## **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 Benham requested an item to discuss using the Northgate Parking area for special uses such as events.

Councilmember Shultz requested an item to discuss other uses for HOT tax funds.

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

Mayor Berry gave an update on the Research Valley Partnership and the Metropolitan Planning Organization.

Councilmember Mooney gave an update on the Convention & Visitors Bureau

## **10. Adjournment**

There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 6:58 p.m. on Thursday, July 23, 2015.

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Nancy Berry, Mayor

ATTEST:

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Sherry Mashburn, City Secretary

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

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

**Present:**

Nancy Berry, Mayor

**Council:**

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

**City Staff:**

Kelly Templin, City Manager  
Carla Robinson, City Attorney  
Chuck Gilman, Deputy City Manager  
Tanya McNutt, Deputy City Secretary  
Ian Whittenton, Records Management Coordinator

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

The Regular Meeting of the College Station City Council was called to order by Mayor Berry at 7:09 p.m. on Thursday, July 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.**

**MOTION:** Upon a motion made by Councilmember Benham and a second by Councilmember Aldrich, the City Council voted six (6) for and none (0) opposed, to approve the Absence Request by Councilmember Nichols. The motion carried unanimously.

**Comments**

Ben Roper, 5449 Prairie Dawn Ct., came before Council to honor the service and sacrifice of Pfc. Analaura Esparza Gutierrez.

Frank Duchmascho, 1004 Woodhaven Circle, stated that he would like to see the bond item for a community center moved to the top of the ballot in the 2015 Bond Election, citing what he feels is significant usage of the current facility and safety concerns.

## **CONSENT AGENDA**

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

- **July 9, 2015 Workshop**
- **July 9, 2015 Regular Council Meeting**

**2b. Presentation, possible action, and discussion regarding the approval of Resolution 07-23-15-2b, adopting the City's proposed Program Year (PY) 2015-2019 Consolidated Plan and establishment of a Community Development Program as described in Chapter 373 of the Texas Local Government Code.**

**2c. Presentation, possible action, and discussion on a lease agreement with Wirestar Inc. for lease of City Fiber Optic Cable Facilities.**

**2d. Presentation, possible action, and discussion regarding awarding the bid and approval of an annual price agreement with BWI Companies, for an amount not to exceed \$94,527; for the annual purchase of athletic field maintenance materials to include fertilizers, chemicals, pesticides, herbicides, winter over-seed, infield material, grass seed and turf amendments.**

**2e. Presentation, possible action, and discussion regarding the approval of Resolution 07-23-15-2e, adopting the City's proposed Program Year (PY) 2015 Annual Action Plan and Community Development Budget.**

**2f. Presentation, possible action, and discussion on a bid award for the purchase of six 145kV potential transformers, which will be maintained in electrical inventory and expended as needed. The total recommended award is \$50,922 to Instrument Transformer Equipment Corp.**

**2g. Presentation, possible action, and discussion on Semi-Annual Report for Impact Fees 92-01, 97-01, 97-02B, 99-01, and 03-02.**

**2h. Presentation, possible action, and discussion authorizing the payment of Retention and Expansion, and Payroll Grants in a total amount of \$45,000 to Reynolds & Reynolds.**

**2i. Presentation, possible action, and discussion regarding the rejection of all proposals received for Aquatics Management Services, RFP 15-039.**

Item 2c was pulled from the agenda and not considered.

**MOTION:** Upon a motion made by Councilmember Aldrich and a second by Councilmember Mooney, the City Council voted six (6) for and none (0) opposed, to approve the Consent Agenda, less item 2c. The motion carried unanimously.

## **REGULAR AGENDA**

### **1. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2015-3674, vacating and abandoning two public utility easements located at 2045 Jones Butler Road as follows: A 0.167 acre portion of a 20-foot wide public utility easement as recorded in Volume 5282, Page 221 of the Deed Records of Brazos County, Texas and a 94 square foot public utility easement as recorded in Volume 6961, Page 201 of the Deed Records of Brazos County, Texas.**

Carol Cotter, Assistant City Engineer, stated that these two easement abandonments accommodate future development of the subject property in accordance with the approved Planned Development District (PDD) zoning. The City has received a temporary blanket easement for the entire site which will continue to provide access to public and private utilities until infrastructure is removed and relocated at the owners' expense and a new public utility easement is granted with the future site development.

Staff recommends approval.

At approximately 7:16 p.m., Mayor Berry opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 7:16 p.m.

**MOTION:** Upon a motion made by Councilmember Mooney and a second by Councilmember Aldrich, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance 2015-3674, vacating and abandoning two public utility easements located at 2045 Jones Butler Road as follows: A 0.167 acre portion of a 20-foot wide public utility easement as recorded in Volume 5282, Page 221 of the Deed Records of Brazos County, Texas and a 94 square foot public utility easement as recorded in Volume 6961, Page 201 of the Deed Records of Brazos County, Texas. The motion carried unanimously.

### **2. Public Hearing, presentation, possible action, and discussion approving Ordinance 2015-3675, vacating and abandoning three public utility easements and an access & public utility easement located at 2315 & 2317 Texas Avenue South: a 20 foot wide public utility easement recorded in Volume 6112, Page 149 of the Deed Records of Brazos County, Texas, a 5 foot wide public utility easement recorded in Volume 6112, Page 149 of the Deed Records of Brazos County, Texas, a 10 foot wide public utility easement recorded in Volume 6112, Page 149 of the Deed Records of Brazos County, Texas, and a 10-foot wide access and public utility easement recorded in Volume 488, Page 519 of the Deed Records of Brazos County, Texas.**

Carol Cotter, Assistant City Engineer, stated that these easement abandonments will accommodate future development of the subject property in accordance with the approved Multi-Family (R-4) zoning. There are no public or private utilities in the subject portion of easement to be abandoned, and staff recommends approval.

At approximately 7:20 p.m., Mayor Berry opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 7:20 p.m.

**MOTION:** Upon a motion made by Councilmember Mooney and a second by Councilmember Aldrich, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance 2015-3675 vacating and abandoning three public utility easements and an access & public utility easement located at 2315 & 2317 Texas Avenue South: a 20 foot wide public utility easement recorded in Volume 6112, Page 149 of the Deed Records of Brazos County, Texas, a 5 foot wide public utility easement recorded in Volume 6112, Page 149 of the Deed Records of Brazos County, Texas, a 10 foot wide public utility easement recorded in Volume 6112, Page 149 of the Deed Records of Brazos County, Texas, and a 10-foot wide access and public utility easement recorded in Volume 488, Page 519 of the Deed Records of Brazos County, Texas. The motion carried unanimously.

**3. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2015-3676, amending Chapter 12, Unified Development Ordinance, Section 12-3.16, “Development Review Procedures, Conditional Use Permit” for multi-family on the first floor in the WPC Wolf Pen Creek District, more specifically for The Lofts at Wolf Pen Creek, consisting of approximately 7.4 acres of The Lofts-WPC, Block 1, Lot 1, and A004601 M Rector (ICL) Tracts 54.1, located at 614 Holleman Drive East, more generally located at the southwest corner of Holleman Drive East and Dartmouth Street.**

Jessica Bullock, Planning and Development, reported that this request is for a Conditional Use Permit use only, to allow multi-family on the entire first floor of the Lofts at Wolf Pen Creek. In 2007, the City Council approved a CUP on the subject property permitting multi-family on the first floor of the development with the condition that at least 9,000 square feet of retail / restaurant use be retained.

The Planning and Zoning Commission considered this item at their July 2 meeting and voted 4-0 to recommend approval of the rezoning to allow multi-family use on the entire first floor of the Lofts at Wolf Pen Creek. Staff recommends approval with the condition that at least 4,500 square feet of commercial space be retained on the first floor.

At approximately 7:53 p.m., Mayor Berry opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 7:53 p.m.

**MOTION:** Upon a motion made by Councilmember Benham and a second by Councilmember Aldrich, the City Council voted five (5) for and one (1) opposed, with Councilmember Shultz voting against, to adopt Ordinance 2015-3676 amending Chapter 12, Unified Development Ordinance, Section 12-3.16, “Development Review Procedures, Conditional Use Permit” for multi-family on the first floor in the WPC Wolf Pen Creek District, more specifically for The Lofts at Wolf Pen Creek, consisting of approximately 7.4 acres of The Lofts-WPC, Block 1, Lot 1, and A004601 M Rector (ICL) Tracts 54.1, located at 614 Holleman Drive East, more generally located at the southwest corner of Holleman Drive East and Dartmouth Street. The motion carried.

**4. Presentation, possible action, and discussion regarding the citizen appointment to the Research Valley Partnership Board of Directors.**

Aubrey Nettles, Special Projects Coordinator, explained that this appointment is to replace one of three College Station appointees to the RVP Board of Directors. The seat is currently held by Tedi Ellison. The appointment is for a three year term that will conclude in May 2018.

**MOTION:** Upon a motion made by Councilmember Benham, and a second by Councilmember Mooney, the City Council voted six (6), for and none (0) opposed, to appoint Jim Jeff to the RVP Board of Directors. The motion carried unanimously.

**5. Adjournment.**

There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 8:05 p.m. on Thursday, July 23, 2015.

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

ATTEST:

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

MINUTES OF THE CITY COUNCIL SPECIAL MEETING  
CITY OF COLLEGE STATION  
JULY 28, 2015

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

**Present:**

Nancy Berry, Mayor

**Council:**

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

**City Staff:**

Chuck Gilman, Deputy City Manager  
Carla Robinson, City Attorney  
Sherry Mashburn, City Secretary  
Ian Whittenton, Records Management Coordinator

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

With a quorum present, the Special Meeting of the College Station City Council was called to order by Mayor Berry at 7:00 p.m. on Tuesday, July 28, 2015 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

**2. Presentation, possible action, and discussion on the 2015 Bond Citizen Advisory Committee's prioritized project recommendations for the potential 2015 bond election.**

Aubrey Nettles, Special Projects Coordinator, provided Council with further information on the potential 2015 bond election. She stated that the Citizen Advisory Committee (CAC) rankings are at the core of staff's recommendations. Recent legislation will enable College Station to use HOT funds for new parks. She also addressed other legislation that would impact a bond election and updated Council on TXDOT funding for shovel-ready projects and other possible funding partnerships.

Chuck Gilman, Deputy City Manager, reiterated that several factors have changed. He said that staff does not want to take away from the CAC's hard work, but staff is proposing changes to

some of the transportation projects to help stretch the tax dollars. One option is to use Certificates of Obligation for transportation projects.

Jeff Kersten, Assistant City Manager, spoke on the proposed facilities projects. He suggested utilizing some of our cash, approximately \$1 million per year, to pay for the traffic signals, sidewalks/oversized participation funds, and the system wide park improvements. Construction of a new Police Station and Fire Station #7 were discussed. The Fire Station could be deferred until such time as the school district addresses their build-out. He noted that the Community Center includes a Senior Center. Staff recommends doing the design work for the Police Station, Fire Station, and Community Center before committing to construction projects through General Obligation or Certificates of Obligation.

This discussion will be continued at the August 13 meeting, and the election must be called by August 24. Staff was asked to bring back the transportation projects for consideration for a general bond election.

**3. Adjournment.**

**MOTION:** There being no further business, Mayor Berry adjourned the Special Meeting of the City Council at 8:25 p.m. on Tuesday, July 28, 2015.

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

ATTEST:

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



## Legislation Details (With Text)

<b>File #:</b>	15-0363	<b>Version:</b>	1	<b>Name:</b>	Ordering General Election
<b>Type:</b>	Ordinance	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	7/1/2015	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	8/13/2015	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	<p>Presentation, possible action, and discussion on an ordinance authorizing a General Election to be held on November 3, 2015, for the purpose of electing City Councilmembers, Place 4 and 6, by the qualified voters of the City of College Station, establishing early voting locations, polling places for this election and making provisions for conducting the election.  (Presentación, posible acción y discusión acerca de una ordenanza que autorice Elecciones Generales a celebrarse el 3 de noviembre de 2015, con el propósito de elegir a los Miembros del Consejo de la Ciudad, Puestos número 4 y 6, por los votantes calificados de la Ciudad de College Station, estableciendo los puestos de votaciones tempranas, los centros de votaciones para estas elecciones e indicando las estipulaciones para realizar las elecciones.)</p>				
<b>Sponsors:</b>	Sherry Mashburn				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">ORD Ordering November 2015 General Election (1).pdf</a> <a href="#">ORD Ordering November 2015 General Election (2) Spanish.pdf</a>				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on an ordinance authorizing a General Election to be held on November 3, 2015, for the purpose of electing City Councilmembers, Place 4 and 6, by the qualified voters of the City of College Station, establishing early voting locations, polling places for this election and making provisions for conducting the election.  
*(Presentación, posible acción y discusión acerca de una ordenanza que autorice Elecciones Generales a celebrarse el 3 de noviembre de 2015, con el propósito de elegir a los Miembros del Consejo de la Ciudad, Puestos número 4 y 6, por los votantes calificados de la Ciudad de College Station, estableciendo los puestos de votaciones tempranas, los centros de votaciones para estas elecciones e indicando las estipulaciones para realizar las elecciones.)*

**Recommendation (Recomendación):** Approve as presented to the City Council.  
*(Aprobar en cuanto sea presentado ante el Consejo de la Ciudad.)*

**Summary (Resumen):** The ordinance calls a general election to be held on November 3, 2015 and provides a possible run-off date for December 15, 2015.  
*(La ordenanza convoca a elecciones generales para celebrarse el 3 de noviembre de 2015 y proporciona una fecha posible de segunda vuelta para el 15 de diciembre de 2015.)*

**Budget & Financial Summary (Presupuesto y Resumen Financiero):** The Brazos County Clerk provided a conservative estimate of \$95,000 for this year’s election. The cost will be split among the entities on the ballot. This does not include the cost to publish the Notice of Election. The Notice must be published in English and Spanish and must appear in The Eagle and La Voz.  
*(El Oficial del Condado de Brazos realizó un cálculo conservador de \$95,000 para las elecciones de*

*este año. El costo se dividirá entre las entidades indicadas en la boleta de votación. Este cálculo no incluye el costo de publicar la Notificación de las Elecciones. La Notificación deberá ser publicada en inglés y en español y deberá aparecer en los periódicos The Eagle y La Voz.)*

**Attachments** (*Documentos adjuntos*):

- Ordinance (*Ordenanza*)

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

AN ORDINANCE AUTHORIZING A GENERAL ELECTION TO BE HELD ON NOVEMBER 3, 2015, FOR THE PURPOSE OF ELECTING CITY COUNCILMEMBERS, PLACE 4 AND 6, BY THE QUALIFIED VOTERS OF THE CITY OF COLLEGE STATION; ESTABLISHING EARLY VOTING LOCATIONS AND POLLING PLACES FOR THIS ELECTION; AND MAKING PROVISIONS FOR CONDUCTING THE ELECTION.

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

**SECTION 1.** A general election is ordered to be held by the City of College Station (the “City”) at the various polling places and election precincts within the corporate limits of the City, as hereinafter designated, on November 3, 2015 from the hours of 7:00 a.m. to 7:00 p.m. This general election will be conducted jointly with Brazos County and will be administered for the City by the Brazos County Clerk, but this general election is not a county-wide election. At this election the qualified voters of the City will elect two City Councilmembers for Place 4 and 6 respectively with each position having a term of three years.

**SECTION 2.** Should any candidate in the general election fail to receive a majority vote, then in that event a runoff election shall be ordered for every place in the general election to which no one was elected as required by Section 17 (d) of the City Charter, as amended. In the event it becomes necessary to conduct a runoff election, it shall be held on Tuesday, December 15, 2015. Canvass of the returns of the runoff election, if necessary, shall be held no earlier than the 8<sup>th</sup> day and no later than the 11<sup>th</sup> day following the date of the runoff election or on the next regular business day if the 11<sup>th</sup> day falls on a Saturday, Sunday or official state holiday.

**SECTION 3.** The Vote Centers (polling locations) for College Station for this election shall be as follows:

Vote Centers	Vote Centers
Arena Hall 2906 Tabor Road Bryan, Texas	Church of the Nazarene 2122 E William J Bryan Pkwy Bryan, Texas
Lincoln Center 1000 Eleanor College Station, Texas	Castle Heights Baptist Church 4504 E. Hwy 21 Bryan, Texas
Memorial Student Center (MSC), 2408, 2 <sup>nd</sup> Fl Texas A&M Campus, Joe Routt Blvd. College Station, Texas	First Baptist Church - Bryan 3100 Cambridge Drive Bryan, Texas
College Station ISD Administration Building 1812 Welsh College Station, Texas	Living Hope Baptist Church 4170 Texas 6 Frontage Rd College Station, Texas
Parkway Baptist Church 1501 Southwest Parkway College Station, Texas	Beacon Baptist Church 2001 East Villa Maria Road Bryan, Texas



SECTION 5. Early voting by mail ballot shall be conducted in accordance with applicable provisions of the Texas Election Code. The address of 300 E. 26<sup>th</sup> Street, Suite 120, Bryan, Texas 77803, shall be the early voting clerk's mailing address to which ballot applications and ballots voted by mail may be sent for the City.

SECTION 6. All early votes and other votes to be processed in accordance with early voting procedures pursuant to the Texas Election Code shall be delivered to the Early Voting Ballot Board at the Brazos County Clerk's office. Early votes shall be counted at the central counting station. The Early Voting Ballot Board shall perform in accordance with applicable provisions of the Election Code.

SECTION 7. A Direct Record Electronic ("DRE") System, as the term is defined in the Texas Election Code, shall be utilized in connection with the election. This system shall be utilized for all early voting as well as for all precinct voting conducted on Election Day. The Brazos County Clerk will appoint a programmer, who shall prepare a program for the automatic tabulating equipment. Ample voting equipment shall be provided for early voting and in each of the various precincts on Election Day. The central counting station is established as the Brazos Center, 3232 Briarcrest Drive, Bryan, Texas.

SECTION 8. The Brazos County Clerk will appoint the Early Voting Ballot Board, a Presiding Judge of the Central Counting Station, a Tabulation Supervisor of the Central Counting Station, and a Central Counting Station Manager.

SECTION 9. The election will be held in accordance with the provisions of the Charter and Ordinances of the City of College Station and the laws of the State of Texas.

SECTION 10. Notice of the election, including a Spanish translation thereof, will be published at least once in a newspaper published in College Station on or after October 4, 2015 and on or before October 24, 2015, and will be posted on the bulletin board at City Hall on or before October 13, 2015.

SECTION 11. A writ of election as required by the Texas Election Code will be delivered on or before October 19, 2015 by the Brazos County Clerk to the presiding and alternate judges of each election precinct in which the election is ordered to be held.

SECTION 12. Testing of the automatic tabulating equipment will be performed and notice thereof will be given in accordance with Subchapter D of Chapter 127 of the Texas Election Code.

SECTION 13. If any portion of this Ordinance is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect.

SECTION 14. That this ordinance shall be effective immediately upon adoption.

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

CITY OF COLLEGE STATION:

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Nancy Berry, Mayor

ATTEST:

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Sherry Mashburn, City Secretary

APPROVED AS TO FORM:

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Carla Robinson, City Attorney

ORDENANZA NO. \_\_\_\_\_

UNA ORDENANZA AUTORIZANDO ELECCIONES GENERALES A CELEBRARSE EL 3 DE NOVIEMBRE DE 2015, CON EL PROPÓSITO DE ELEGIR MIEMBROS DEL CONSEJO, PARA LOS PUESTOS NÚMERO 4 Y 6, ESTABLECIENDO LOS CENTROS DE VOTACIONES TEMPRANAS Y CENTROS DE VOTACIONES PARA EL DÍA DE LAS ELECCIONES; Y LOS ARREGLOS NECESARIOS PARA DIRIGIR DICHAS ELECCIONES.

POR LO TANTO, EL CONSEJO DE LA CIUDAD DE COLLEGE STATION DISPONE LO SIGUIENTE:

SECCIÓN 1. Se ordenan elecciones generales a celebrarse para la Ciudad de College Station (la “Ciudad”) en los diferentes centros de votaciones y distritos electorales dentro de los límites corporativos de la Ciudad, como se designa en este documento, el 3 de noviembre de 2015 de las 7:00 a.m. a las 7:00 p.m. Estas elecciones generales de la Ciudad se celebrarán conjuntamente con el Condado de Brazos y serán administradas para la Ciudad por el Oficial de Elecciones del Condado de Brazos; pero estas elecciones generales no serán elecciones para todo el condado. En estas elecciones, los votantes calificados de la Ciudad elegirán a tres Miembros del Consejo de la Ciudad para los Puestos número 4 y 6 respectivamente en donde cada puesto tendrá un término de tres años.

SECCIÓN 2. Si algún candidato en las elecciones generales no recibiese una mayoría de votos, entonces en esa ocasión se ordenarán elecciones de segunda vuelta para cada puesto en las elecciones generales en las cuales nadie fue elegido, como se requiere en la Sección 17(d) de los Estatutos de la Ciudad, según la enmienda. En caso fuese necesario realizar elecciones de segunda vuelta, éstas se celebrarán el martes 15 de diciembre de 2015. El escrutinio de los votos de las elecciones de segunda vuelta no se podrán realizar antes del 8<sup>vo</sup> día ni pasarse del 11<sup>vo</sup> día después de la fecha de las elecciones de segunda vuelta.

SECCIÓN 3. Los Centros de Votaciones para College Station para estas elecciones será como se indica a continuación:

Centros de Votaciones	Centros de Votaciones
Arena Hall [Salón Arena] 2906 Tabor Road Bryan, Texas	Church of the Nazarene [Iglesia del Nazareno] 2122 E William J Bryan Pkwy Bryan, Texas
Lincoln Center [Centro Lincoln] 1000 Eleanor College Station, Texas	Castle Heights Baptist Church [Iglesia Bautista Castle Heights] 4504 E. Hwy 21 Bryan, Texas
Memorial Student Center (MSC), 2408, 2nd Fl [Centro Conmemorativo Estudiantil Salón 2408] Texas A&M Campus, Joe Routt Blvd. College Station, Texas	First Baptist Church - Bryan [Iglesia Bautista en Bryan First Baptist] 3100 Cambridge Drive Bryan, Texas

College Station ISD Administration Building <b>[Edificio Administrativo del Distrito Escolar Independiente de College Station]</b> 1812 Welsh College Station, Texas	Living Hope Baptist Church <b>[Iglesia Bautista <i>Living Hope</i>]</b> 4170 Texas 6 Frontage Rd College Station, Texas
Parkway Baptist Church <b>[Iglesia Bautista <i>Parkway</i>]</b> 1501 Southwest Parkway College Station, Texas	Beacon Baptist Church <b>[Iglesia Bautista <i>Beacon</i>]</b> 2001 East Villa Maria Road Bryan, Texas
College Station City Hall <b>[Municipalidad de College Station]</b> 1101 Texas Avenue College Station, Texas	Aldersgate Methodist Church <b>[Iglesia Metodista <i>Aldersgate</i>]</b> 2201 Earl Rudder Freeway College Station, Texas
Wellborn Community Center <b>[Centro Comunitario de Wellborn]</b> 4119 W. Greens Prairie Road College Station, Texas	Fellowship Freewill Baptist Church <b>[Iglesia Bautista <i>Fellowship Freewill</i>]</b> 1228 W. Villa Maria Road Bryan, Texas
Siegert Center – Smetana <b>[Centro Siegert - Smetana]</b> 1830 Smetana Road Bryan, Texas	Christ United Methodist Church <b>[Iglesia Metodista <i>Christ United</i>]</b> 4201 State Highway 6, South College Station, Texas
Pct. 4 Volunteer Fire Station (Brushy) <b>[Estación de Bomberos Voluntarios Distrito 4 (<i>Brushy</i>)]</b> 6357 Raymond Stotzer Pkwy College Station, Texas	St. Francis Episcopal Church <b>[Iglesia Episcopal <i>St. Francis</i>]</b> 1101 Rock Prairie Road College Station, Texas
Zion Church of Kurten <b>[Iglesia Zion en Kurten]</b> 977 N. FM 2038 Kurten, Texas	Galilee Baptist Church <b>[Iglesia Bautista <i>Galilee</i>]</b> 804 N. Logan Bryan, Texas
Millican Community Center <b>[Centro Comunitario de Millican]</b> 22284 Pierce Street Millican, Texas	College Heights Assembly of God <b>[Iglesia <i>College Heights Assembly of God</i>]</b> 4100 Old College Rd. Bryan, Texas
Brazos County Admin. Building <b>[Edificio Administrativo del Condado de Brazos]</b> 200 South Texas Ave. Bryan, Texas	Brazos Center <b>[Centro de Brazos]</b> 3232 Briarcrest Drive Bryan, Texas
Momentum Church <b>[Iglesia Momentum]</b> 1216 Beck St. Bryan, Texas	GW Williams Tabernacle <b>[GW Williams Tabernáculo]</b> 311 Waco St. Bryan, Texas

SECCIÓN 4. Las elecciones tempranas conjuntas se realizarán en persona y por correo. El período para las votaciones tempranas en persona para las elecciones generales será del 19 al 30

de octubre de 2015. Las boletas electorales de escaneo óptico serán utilizadas para las votaciones tempranas por correo y las máquinas electrónicas de registro directo serán utilizadas para las votaciones tempranas en persona. El Oficial de las Votaciones Tempranas para dichas elecciones será el Oficial del Condado. Ella determinará el número de personas a contratar y hará los arreglos necesarios para la capacitación de todas las personas contratadas para trabajar en las elecciones. Las votaciones tempranas realizadas en persona para las elecciones generales serán dirigidas conjuntamente en los centros de votaciones y en las fechas y horarios señalados por el Oficial del Condado de Brazos. Se detalla como sigue:

Brazos County Administration Building [**Edificio Administrativo del Condado de Brazos**]

200 S. Texas Ave., Bryan, Texas

Arena Hall [**Salón Arena**]

2906 Tabor Road, Bryan, Texas

Galilee Baptist Church [**Iglesia Bautista Galilee**]

804 N. Logan, Bryan, Texas

College Station Utilities Meeting & Training Facility

[**Edificio de Conferencias y Capacitación de la Empresa Eléctrica de College Station**]

1603 Graham Rod, College Station, Texas

Memorial Student Center [**Centro Conmemorativo Estudiantil**]

Room 526, A&M Campus, Joe Routh Blvd., College Station, Texas

el 19 al 23 de octubre            8:00 am – 5:00 pm  
(lunes - viernes)

el 26 al 28 de octubre            8:00 am – 5:00 pm  
(lunes - miércoles)

el 29 al 30 de octubre            8:00 am – 8:00 pm  
(jueves – viernes)

SECCIÓN 5. Las Elecciones Tempranas por correo serán dirigidas de acuerdo con las provisiones aplicables del Código de Elecciones de Texas. La dirección siguiente: 300 E. 26<sup>th</sup> Street, Suite 120, Bryan, Texas 77803, será la dirección de correo del oficial de elecciones tempranas a donde se podrán enviar las solicitudes y las boletas con votos emitidos para la Ciudad.

SECCIÓN 6. Todos los votos anticipados y otros votos a ser procesados de acuerdo con los procedimientos de las votaciones tempranas conforme el Código de Elecciones de Texas serán entregados a la Junta de Boleta de Votaciones Tempranas en la oficina del Oficial del Condado de Brazos. Los votos anticipados serán contados en la estación central de conteo. La Junta de Boleta de Votaciones Tempranas desempeñará su cargo de acuerdo con las provisiones aplicables del Código de Elecciones.

SECCIÓN 7. Un Sistema Directo de Registro Electrónico (“DRE, por sus siglas en el idioma inglés”), como se define el término en el Código de Elecciones de Texas, será utilizado en conexión con las elecciones. Este sistema será utilizado para todas las votaciones tempranas así como también para todas las votaciones realizadas en los distritos el Día de las Elecciones. El

Oficial del Condado de Brazos nombrará a un programador para preparar un programa para el equipo de tabulación automático. Se proporcionará suficiente equipo para votar en las votaciones tempranas así como también en cada uno de los diferentes distritos el Día de las Elecciones. La estación central de conteo se establecerá en el *Brazos Center [Centro Brazos], 3232 Briarcrest Drive, Bryan, Texas.*

SECCIÓN 8. El Oficial del Condado de Brazos nombrará a la Junta de Boleta de Votaciones Tempranas, a un Juez que preside en la Estación Central de Conteo, a un Supervisor de Tabulación de la Estación Central de Conteo y a un Gerente de la Estación Central de Conteo.

SECCIÓN 9. Las elecciones se celebrarán de acuerdo con las provisiones de los Estatutos y Ordenanzas de la Ciudad de College Station y con las leyes del Estado de Texas.

SECCIÓN 10. La Notificación de las Elecciones, incluyendo la respetiva traducción al idioma español, se publicará por lo menos una vez en un periódico publicado en College Station el día 4 de octubre de 2015 ó después de esa fecha y el día 24 de octubre de 2015 ó antes de esa fecha, y se colocará en el tablero de avisos de la Municipalidad el día 13 de octubre de 2015 ó antes de esa fecha.

SECCIÓN 11. Una orden de elecciones, requerida por el Código de Elecciones de Texas, será entregada el día 19 de octubre de 2015 ó antes de esa fecha, por el Oficial del Condado de Brazos al juez que preside y a los jueces alternos de cada distrito electoral en el cual se dispone celebrar elecciones.

SECCIÓN 12. Se harán las respectivas pruebas del equipo de tabulación automático y los resultados de dichas pruebas se entregarán y se harán saber de acuerdo con el Subcapítulo D del Capítulo 127 del Código de Elecciones de Texas.

SECCIÓN 13. Si alguna parte de esta Ordenanza se considera inválida por una corte de jurisdicción competente, las provisiones restantes de esta Ordenanza permanecerán en plena vigencia.

SECCIÓN 14. Que esta ordenanza entrará en efecto inmediatamente después de ser adoptada.

**APROBADA Y ADOPTADA** por el Consejo de la Ciudad de College Station el \_\_\_\_ día del mes de \_\_\_\_\_ de 2015.

CIUDAD DE COLLEGE STATION:

\_\_\_\_\_  
Nancy Berry, Alcalde

DOY FE:

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Sherry Mashburn, Secretaria de la Ciudad

APROBADA EN CUANTO A FORMA:

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Carla Robinson, Abogada de la Ciudad



## Legislation Details (With Text)

**File #:** 15-0364      **Version:** 1      **Name:** ILA with Brazos County for Election Services  
**Type:** Agreement      **Status:** Consent Agenda  
**File created:** 7/1/2015      **In control:** City Council Regular  
**On agenda:** 8/13/2015      **Final action:**

**Title:** Presentation, possible action, and discussion on an interlocal government agreement with Brazos County for the conduct and management of the City of College Station General Election and Bond Election that will be held on Tuesday, November 3, 2015.  
(Presentación, posible acción y discusión acerca de un acuerdo de gobierno interlocal con el Condado de Brazos para celebrar y administrar las Elecciones Generales y elección de bonos de la Ciudad de College Station a celebrarse el día martes 3 de noviembre de 2015.)

**Sponsors:** Sherry Mashburn

**Indexes:**

**Code sections:**

**Attachments:** [ILA 2015.pdf](#)  
[ILA 2015 - Spanish.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on an interlocal government agreement with Brazos County for the conduct and management of the City of College Station General Election and Bond Election that will be held on Tuesday, November 3, 2015.

*(Presentación, posible acción y discusión acerca de un acuerdo de gobierno interlocal con el Condado de Brazos para celebrar y administrar las Elecciones Generales y elección de bonos de la Ciudad de College Station a celebrarse el día martes 3 de noviembre de 2015.)*

**Summary (Resumen):** A General Election and Bond Election will be held on November 3, 2015 for the purpose of electing City Councilmembers, Place 4 and 6.

*(Se celebrarán Elecciones Generales y elección de bonos el 3 de noviembre de 2015 con el propósito de elegir a los miembros del Consejo de la Ciudad, Puestos número 4 y 6.)*

**Budget & Financial Summary (Presupuesto y Resumen Financiero):** The Brazos County Clerk provided a conservative estimate of \$95,000 for this year's election. The cost will be split among the entities on the ballot. This does not include the cost to publish the Notice of Election. The Notice must be published in English and Spanish and must appear in The Eagle and La Voz.

*(El Oficial del Condado de Brazos realizó un cálculo conservador de \$95,000 para las elecciones de este año. El costo se dividirá entre las entidades indicadas en la boleta de votación. Este cálculo no incluye el costo de publicar la Notificación de las Elecciones. La Notificación deberá ser publicada en inglés y en español y deberá aparecer en los periódicos The Eagle y La Voz.)*

**Attachments (Documentos adjuntos):**

Interlocal Agreement with Brazos County (*Acuerdo Interlocal con el Condado de Brazos*) \*\*Legal has reviewed and approved. (*La oficina de asuntos legales ha revisado y ha aprobado lo mencionado anteriormente.*)



**INTERLOCAL GOVERNMENT AGREEMENT**  
**Joint Election**

This agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between Brazos County (“the County”) and the City of College Station (“the City”).

WHEREAS, Brazos County will conduct a general election and bond election on Tuesday, November 3, 2015; and

WHEREAS, the City of College Station has called for a General Election and Bond Election to be held within the city limits of College Station, Texas, on November 3, 2015; and

WHEREAS, Brazos County and the City of College Station will hold elections on the same day; and

WHEREAS, the parties to this agreement desire that a joint election be held that is cost effective and convenient for the voters of the entities;

NOW, THEREFORE, IT IS AGREED that a joint election will be held by the County and the City under the following terms and conditions, and the parties hereto agree with said conditions:

1. That there shall be one ballot that contains all appropriate races and propositions available for qualified voters of the two entities.
2. That there shall be one set of voting equipment to be used at the common polling places.
3. That election forms to be used and records to be maintained in a manner convenient and adequate to record and report the results of the election for the County and the City.
4. That the joint tabulation of the precinct results shall be in a manner to facilitate the independent canvass of returns by the two entities.
5. That each entity shall be responsible for the preparation, publication and Spanish translations of its own Notice of Election and Order of Election.
6. That the implementation, conduct and management of said election shall be by the Brazos County Clerk. The Brazos County Clerk is hereby designated as the Chief Election Official and Early Voting Clerk for the two entities for the elections to be held on November 3, 2015. The implementation, conduct and management of the election shall include, but not be limited to:
  - A. The securing of qualified individuals to serve as election judges for each polling place.
  - B. The securing of locations and facilities where the election is to be conducted.
  - C. The securing of the election materials and supplies requisite to the proper administration of the election, and the programming and preparation of DRE voting equipment to be used in the election.

- D. The securing of a contract with an independent, qualified contractor for election services and supplies
  - E. The Brazos County Clerk will be responsible for the conduct of joint early voting by personal appearance and by mail, with the Brazos County Administration Building, Arena Hall, Galilee Baptist Church, Memorial Student Center, and College Station Utilities Meeting and Training facility as the locations for early voting by personal appearance.
7. The amount to be paid by the City to the County for services rendered by the County in the November 3, 2015, election is:
- A. Brazos County will first fund all costs in full, other than the publication of each entity's Notice of Election.
  - B. The City of College Station will reimburse the County for certain costs as follows:
    - 1. One-fifth (1/5) the cost for payment of the early voting election workers. The locations are, the Brazos County Administration Building, Arena Hall, Galilee Baptist Church, Memorial Student Center, and College Station Utilities Meeting and Training facility.
    - 2. One-fifth (1/5) the cost paid to Texas Voting Systems for election services and supplies.
    - 3. Each entity shall fund one-third (1/3) the expenses of the election day polling places within its City limits, when that entity has items appearing on the ballot for that precinct; unless the Secretary of State approves the use of vote centers in Brazos County, in which case the City shall fund one-fifth (1/5) of the expenses of all polling places used on election day as vote centers.
    - 4. One-fifth (1/5) of the cost of publication for all jointly required notices.
    - 5. The cost of rental of two (2) DRE voting equipment used in the precinct in which the City has items appearing on the ballot for that precinct.
    - 6. One-fifth (1/5) the cost of the Early Ballot Board, Central Counting Station, the tabulation supervisor and data processing manager.
    - 7. Administrative fee of 10% for the City's portion of expenses as allowed in the Texas Election Code.
8. Should any of the five governmental entities that hold elections on the uniform election date (Brazos County, City of Bryan, City of College Station, Bryan ISD, and College Station ISD) cancel all or part of their elections, then the distribution of expenses above shall be prorated accordingly.
9. The financial obligations of the parties under this agreement are payable from current revenues of the respective parties.
10. That the undersigned are the duly authorized representatives of the parties' governing bodies, and their signatures represent adoption and acceptance of the terms and conditions of this agreement.

APPROVED AND AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

BRAZOS COUNTY

\_\_\_\_\_  
Karen McQueen, County Clerk

CITY OF COLLEGE STATION

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

Attest:

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

Approved:

\_\_\_\_\_  
Carla Robinson, City Attorney

**ACUERDO DE GOBIERNO INTERLOCAL**  
**Elecciones Conjuntas**

El presente acuerdo se realiza el \_\_\_\_ día del mes de \_\_\_\_\_ de 2015, por y entre el Condado de Brazos (“el Condado”) y la Ciudad de College Station (“la Ciudad”).

CONSIDERANDO que el Condado de Brazos celebrará elecciones generales y elección de bonos el día martes 3 de noviembre de 2015; y

CONSIDERANDO que la Ciudad de College Station ha convocado Elecciones Generales y elección de bonos para realizarse dentro de los límites de la ciudad de College Station, Texas, el 3 de noviembre de 2015; y

CONSIDERANDO que el Condado de Brazos y la Ciudad de College Station celebrarán elecciones el mismo día; y

CONSIDERANDO que las partes de este acuerdo desean celebrar elecciones conjuntas para que les sea conveniente y costo-efectivo a los votantes de ambas entidades;

AHORA, POR LO TANTO, SE ACUERDA que el Condado y la Ciudad celebrarán elecciones conjuntas bajo los términos y condiciones siguientes, y que las partes presentes están de acuerdo con dichas condiciones:

1. Que habrá una boleta que contenga todas las nominaciones apropiadas y las propuestas disponibles para los votantes calificados de ambas entidades.
2. Que habrá un juego de equipo necesario para las votaciones a ser utilizado en los centros de votaciones comunes.
3. Que los formularios de elecciones utilizados y los registros llevados deberán mantenerse de una manera conveniente y adecuada para registrar y reportar los resultados de las elecciones para el Condado y para la Ciudad.
4. Que la tabulación conjunta de los resultados de los distritos se hará de una manera que facilite el escrutinio de los votos de forma independiente para ambas entidades.
5. Que cada entidad será responsable de la preparación, publicación y traducción al idioma español de sus propios documentos denominados Notificación de Elecciones y Orden de Elecciones.
6. Que la implementación, realización y manejo de dichas elecciones será dirigida por el Oficial del Condado de Brazos. El Oficial del Condado de Brazos es nombrado, por el presente acuerdo, el Oficial Encargado de las Elecciones y será el Oficial de la Elecciones Tempranas para ambas entidades, para las elecciones a celebrarse el 3 de noviembre de 2015. La implementación, realización y manejo de las elecciones incluirá, pero no se limitará a lo siguiente:
  - A. Conseguir individuos calificados para servir como jueces de las elecciones para cada centro de votaciones.

- B. Conseguir los lugares y las instalaciones donde se realizarán las elecciones.
  - C. Conseguir los materiales de elecciones y demás materiales requeridos para administrar apropiadamente las elecciones, y la programación y preparación del equipo de votaciones DRE a ser utilizado en las elecciones.
  - D. Conseguir un contrato con un contratista independiente y calificado para los servicios y materiales necesarios para las elecciones.
  - E. El Oficial del Condado de Brazos será el responsable de dirigir las votaciones tempranas conjuntas en persona y por correo. Los centros de votaciones para las votaciones tempranas en persona serán los siguientes: El Edificio Administrativo del Condado de Brazos [*Brazos County Administration Building*], El Salón Arena [*Arena Hall*], la Iglesia Bautista Galilee [*Galilee Baptist Church*], el Centro Conmemorativo Estudiantil [*Memorial Student Center*] y el Edificio de Conferencias y Capacitación de la Empresa Eléctrica de College Station [*College Station Utilities Meeting and Training facility*].
7. La cantidad que la Ciudad le deberá pagar al Condado por servicios ofrecidos por el Condado en las elecciones del 3 de noviembre de 2015 se detalla a continuación:
- A. El Condado de Brazos primero pondrá todos los fondos menos la publicación de la Notificación de Elecciones que deberá hacer cada entidad.
  - B. La Ciudad de College Station le reembolsará al Condado ciertos costos como se detalla a continuación:
    - 1. Un quinto (1/5) del costo del pago a los empleados contratados para las elecciones tempranas. Los centros de votaciones serán: El Edificio Administrativo del Condado de Brazos [*Brazos County Administration Building*], El Salón Arena [*Arena Hall*], la Iglesia Bautista Galilee [*Galilee Baptist Church*], el Centro Conmemorativo Estudiantil [*Memorial Student Center*], y el Edificio de Conferencias y Capacitación de la Empresa Eléctrica de College Station [*College Station Utilities Meeting and Training facility*].
    - 2. Un quinto (1/5) del costo pagado a la compañía *Texas Voting Systems* por materiales y servicios prestados para las elecciones.
    - 3. Cada entidad pondrá los fondos necesarios para cubrir un tercio (1/3) de los gastos de los centros de votaciones el día de las elecciones, dentro de los límites de cada ciudad, cuando la entidad tiene nominaciones que aparecen en la boleta para dicho distrito. A menos que el Secretario de el Estado aprueba el uso de centros de votación en Brazos County, en caso la ciudad financiará un quinto (1/5) de los gastos de todos los lugares de votación utilizados el día de las elecciones como voto centros.
    - 4. Un quinto (1/5) del costo de las publicaciones de todas las notificaciones conjuntas necesarias.

5. El costo de dos (2) equipos para votaciones DRE alquilados para ser utilizados en los distritos en los cuales la Ciudad tiene nominaciones que aparecen en la boleta para ese distrito.
6. Un quinto (1/5) del costo del pago remunerado de la Junta de Boleta de Elecciones Tempranas, de la Estación Central de Conteo, del supervisor de tabulación y del gerente de procesamiento de datos.
7. La cuota administrativa del 10% por la parte de los gastos de la Ciudad como lo es permitido en el Código de Elecciones de Texas.
8. Si alguna de las cinco entidades gubernamentales que celebra elecciones en la fecha uniforme (Condado de Brazos, Ciudad de Bryan, Ciudad de College Station, Distrito Escolar Independiente de Bryan, Distrito Escolar Independiente de College Station) cancela toda o parte de las elecciones, entonces la distribución de los gastos mencionados anteriormente será prorrateada como corresponde.
9. Las obligaciones financieras de las partes bajo este acuerdo se pagarán de los ingresos actuales de las partes respectivas.
10. Que los que firman a continuación son los representantes debidamente autorizados por los entes reguladores de ambas entidades, y que sus firmas representan la adopción y aceptación de los términos y condiciones de este acuerdo.

APPROBADO Y ACORDADO el \_\_\_\_\_ día del mes de \_\_\_\_\_ de 2014.

CONDADO DE BRAZOS

\_\_\_\_\_  
Karen McQueen, Oficial del Condado

CIUDAD DE COLLEGE STATION

\_\_\_\_\_  
Nancy Berry, Alcalde

Doy fe:

\_\_\_\_\_  
Sherry Mashburn, Secretaria de la Ciudad

Aprobada:

\_\_\_\_\_  
Carla Robinson, Abogada de la Ciudad



## Legislation Details (With Text)

**File #:** 15-0378      **Version:** 2      **Name:** Recoat Interior Park Place Water Tower  
**Type:** Contract      **Status:** Consent Agenda  
**File created:** 7/8/2015      **In control:** City Council Regular  
**On agenda:** 8/13/2015      **Final action:**  
**Title:** Presentation, possible action, and discussion regarding a contract with Dunham Engineering for professional services to design and inspect the recoating of the interior of the Park Place Water Tower, at a total cost of \$100,000.  
**Sponsors:** David Coleman  
**Indexes:**  
**Code sections:**  
**Attachments:** [Contract.tif](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding a contract with Dunham Engineering for professional services to design and inspect the recoating of the interior of the Park Place Water Tower, at a total cost of \$100,000.

Relationship to Strategic Goals: Core services and infrastructure

Recommendation: Staff recommends approval of this contract.

Summary: The Park Place water tower (located at Texas and Holleman) was put into service in 2002 and the interior coating system of the steel tank is still original. Our regular inspections indicate this coating system is beginning to fail, which is to be expected after 13 years in service. We also found some pin-hole leaks on a couple of the welds at pipe joints in the vertical section of the fill/drain pipe that must be spot-repaired.

This contract will provide engineering design services to create a construction contract and bid package for the recoating and repair work to be performed, plus inspection services during the construction process. We anticipate bidding the construction contract in the fall, and bringing the contract award for Council consideration early in fiscal year 2016, to allow the recoating work to be done in the winter, when water demands are lowest.

Since this recoating work is essential to realize the maximum life span of the water tower, staff recommends approval.

Budget & Financial Summary: Budget for this engineering contract is included in the Water Capital Improvement Projects Fund. The budget for the construction contract will be included in the FY16 Capital Improvements Program budget.

Reviewed and Approved by Legal: Yes

Attachment: Contract



Legislation Details (With Text)

<b>File #:</b>	15-0393	<b>Version:</b>	1	<b>Name:</b>	4-Way Stops Along WS Phillips Parkway
<b>Type:</b>	Ordinance	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	7/14/2015	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	8/13/2015	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Presentation, possible action, and discussion on the consideration of an ordinance amending Chapter 10, "Traffic Code", Section 2 "Traffic Control Devices", C "Four-Way Stop Intersections", Traffic Schedule II - "Four-Way Stop Intersections", of the Code of Ordinances of the City of College Station, Texas, by implementing all-way stop control intersections at the intersections of WS Phillips Parkway and Barron Cut Off Road, WS Phillips Parkway and Brewster, and WS Phillips Parkway and Victoria Avenue.				
<b>Sponsors:</b>	Troy Rother				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Map - 4-Way Stops along WS Phillips Parkway.pdf</a> <a href="#">Ordinance - 4-Way Stops along WS Phillips Parkway.pdf</a>				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on the consideration of an ordinance amending Chapter 10, "Traffic Code", Section 2 "Traffic Control Devices", C "Four-Way Stop Intersections", Traffic Schedule II - "Four-Way Stop Intersections", of the Code of Ordinances of the City of College Station, Texas, by implementing all-way stop control intersections at the intersections of WS Phillips Parkway and Barron Cut Off Road, WS Phillips Parkway and Brewster, and WS Phillips Parkway and Victoria Avenue.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: To improve safety and mobility for people driving, walking, and riding bicycles near the new Spring Creek Elementary school, all-way stops are warranted at the intersections of WS Phillips Parkway and Barron Cut Off Road, WS Phillips Parkway and Brewster, and WS Phillips Parkway and Victoria Avenue.

All-way stops for WS Phillips Parkway at Barron Cut Off Road and WS Phillips Parkway at Brewster were included in the design of the new segments of WS Phillips Parkway that were constructed in preparation for the new Spring Creek Elementary. Based upon all-way stops being included in the design plans for this roadway, the City of College Station Traffic Management Team recommends adding these all-way stops to the City of College Station Code of Ordinances.

Historically, Victoria Avenue has not had to stop at this intersection and has had the higher traffic volume; however, with WS Phillips Parkway connecting Greens Prairie Trail to Barron Road, this is unlikely to remain true. Due to driver confusion and increasing volume on these two roadways, citizens in the area and the College Station Police Department asked the Traffic Engineer to evaluate adding an all-way stop at this intersection. Based upon Traffic Engineering's evaluation, the City of College Station Traffic Management Team recommends implementing an all-way stop at this intersection.

This ordinance allows for the implementation and enforcement of an all-way stop at these intersections.

Budget & Financial Summary: The installation of the Stop signs and Stop Bars is budgeted and available in the traffic operations budget.

Attachments:

1. Ordinance
2. Location Map

# Proposed 4-Way Stops Along WS Phillips Parkway



Proposed School Zone for Spring Creek Elementary: —

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

**AN ORDINANCE AMENDING CHAPTER 10, “TRAFFIC CODE”, SECTION 2 “TRAFFIC CONTROL DEVICES”, C “FOUR-WAY STOP INTERSECTIONS”, TRAFFIC SCHEDULE II – “FOUR-WAY STOP INTERSECTIONS”, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY ADDING WS PHILLIPS PARKWAY AT BARRON CUT OFF, WS PHILLIPS PARKWAY AT BREWSTER AND WS PHILLIPS PARKWAY AT VICTORIA, AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.**

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

- PART 1:** That amending Chapter 10, “Traffic Code”, Section 2 “Traffic Control Devices”, C “Four-Way Stop Intersections”, Traffic Schedule II – “Four-Way Stop Intersections”, of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.
- PART 2:** That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 3:** That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine of not less than Twenty-Five Dollars (\$25.00) or more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**APPROVED:**

\_\_\_\_\_  
**Mayor**

**ATTEST:**

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

**APPROVED:**

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

**EXHIBIT “A”**

That Chapter 10, “Traffic Code”, Section 2 “Traffic Control Devices”, C “Four-Way Stop Intersections”, Traffic Schedule II – “Four-Way Stop Intersections” is amended to include the following:

WS Phillips Parkway at Barron Cut Off

WS Phillips Parkway at Brewster

WS Phillips Parkway at Victoria



Legislation Details (With Text)

**File #:** 15-0394      **Version:** 1      **Name:** Facilities Maintenance Contracts  
**Type:** Contract      **Status:** Consent Agenda  
**File created:** 7/14/2015      **In control:** City Council Regular  
**On agenda:** 8/13/2015      **Final action:**

**Title:** Presentation, possible action, and discussion on approving job order construction contracts #15300297 and #15300298 for various facilities corrective maintenance services from Jamail & Smith Construction, LP in the amount of \$201,957.54 and Facilities Sources in the amount of \$64,192.93, for a total award amount of \$266,150.47. Contract pricing is available from Jamail & Smith Construction, LP through the Texas Multiple Award Schedule (Contract TXMAS-14-56090). Contract pricing is available from The Cooperative Purchasing Network (TCPN Contract #R5083) for Facilities Sources.

**Sponsors:** Donald Harmon

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on approving job order construction contracts #15300297 and #15300298 for various facilities corrective maintenance services from Jamail & Smith Construction, LP in the amount of \$201,957.54 and Facilities Sources in the amount of \$64,192.93, for a total award amount of \$266,150.47. Contract pricing is available from Jamail & Smith Construction, LP through the Texas Multiple Award Schedule (Contract TXMAS-14-56090). Contract pricing is available from The Cooperative Purchasing Network (TCPN Contract #R5083) for Facilities Sources.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of job order construction contracts #15300297 and #15300298 for various facilities corrective maintenance services from Jamail & Smith Construction, LP in the amount of \$201,957.54 and Facilities Sources in the amount of \$64,192.93.

Summary: In August of 2013, Faithful+Gould, Inc. conducted a site visit at the City of College Station to complete a comprehensive facilities condition assessment of 36 building and site systems. This corrective maintenance job order contract addresses some of the recommendations in the condition assessment. The projects were selected by prioritization of the most critical components listed in the assessment that can be completed within existing facilities maintenance budgetary resources.

70,095.45      Anderson Park roof replacement  
90,348.20      Fire Station #1 roof replacement & exterior repairs

41,513.89 Wolf Pen Creek Park miscellaneous repairs

**\$201,957.54**

**Jamail &**

**Smith**

**Construction,**

**LP Total**

8,434.16 Thomas Park Pool House repairs

12,842.12 Bee Creek Park repairs

2,523.30 Fire Station #3 roof repairs

2844.48 Arts Council Building fence repairs

22,103.40 Fire Station #2 exterior repairs

3,503.92 Sandy Point Pump Station

4,382.99 Utility Customer Service Building miscellaneous repairs

7,558.56 Wayne Smith Park

**\$64,192.93**

**Facility**

**Sources Total**

Budget and Financial Summary: Funds are budgeted and available in the Facilities Maintenance operating budget.

Reviewed and Approved by Legal: N/A

Attachments:

1. Contracts are on file in the City Secretary's Office



## Legislation Details (With Text)

**File #:** 15-0395      **Version:** 1      **Name:** Graham Road - Temporary Speed Reduction

**Type:** Ordinance      **Status:** Consent Agenda

**File created:** 7/14/2015      **In control:** City Council Regular

**On agenda:** 8/13/2015      **Final action:**

**Title:** Presentation, possible action, and discussion on an ordinance amending Chapter 10, "Traffic Code", Section 3 "Speed Limits", Subsection F (1) "Temporary Speed Limits Established For Certain Described Streets", Traffic Schedule XIII, "Temporary Speed Limits" by amending the Graham Road speed limit between Longmire Drive and Dove Crossing Lane to 30 mph during the Graham Road Rehabilitation Project.

**Sponsors:** Troy Rother

**Indexes:**

**Code sections:**

**Attachments:** [Speed Zone Map.pdf](#)  
[Graham Road Temporary Speed Limit Reduction Ordinance.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on an ordinance amending Chapter 10, "Traffic Code", Section 3 "Speed Limits", Subsection F (1) "Temporary Speed Limits Established For Certain Described Streets", Traffic Schedule XIII, "Temporary Speed Limits" by amending the Graham Road speed limit between Longmire Drive and Dove Crossing Lane to 30 mph during the Graham Road Rehabilitation Project.

### Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: The City is rehabilitating a portion of Graham Road between Longmire Drive and Dove Crossing Lane. The project will include the reconstruction of the road subgrade, pavement, and removal and replacement of an 18-inch sewer main. The project is estimated to take 4 months to complete.

The travel lanes will be temporarily reduced to a width of 10 feet during construction. Due to the close proximity of motorists to the construction zone and workers, staff is pursuing the temporary establishment of a 30 mph construction zone speed limit, which will lower the speed limit from the posted speed limit of 45 mph. This speed reduction will allow for the use of low profile barriers along the edge of the work zone and improve the safety of motorists and construction crews. The reduced speed limit will only be utilized in the active work zone and when 30 mph speed limit signs are posted. The temporary speed reduction ordinance will expire upon the completion of the project.

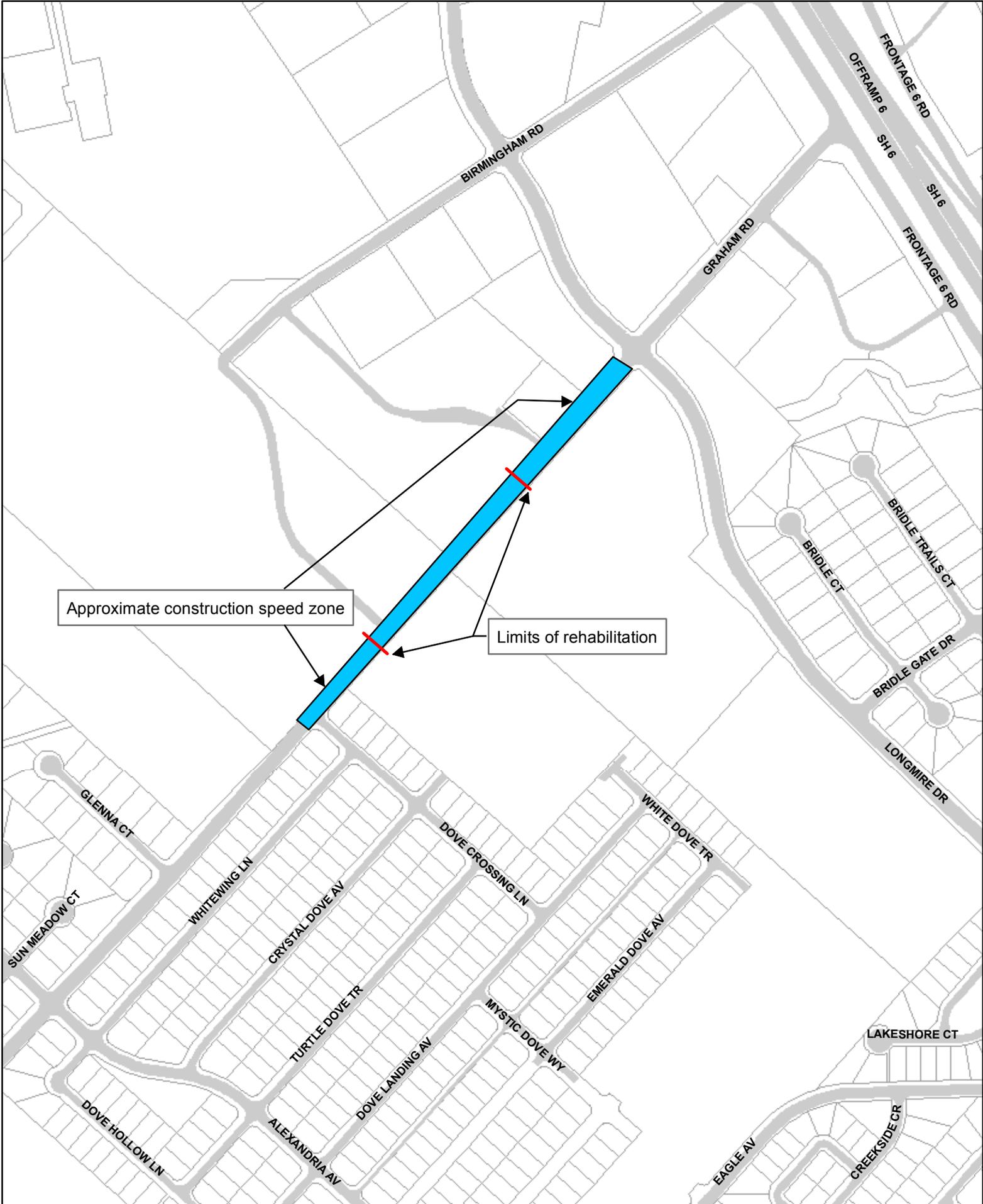
Budget & Financial Summary: Funds are budgeted and available in the construction contract for the

traffic control associated with this potential temporary speed reduction.

**Attachments:**

1. Ordinance
2. Location Map

# Graham Road Temporary Speed Reduction



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

**AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", SECTION 3, "SPEED LIMITS", SUBSECTION F, "TEMPORARY SPEED LIMITS ESTABLISHED FOR CERTAIN DESCRIBED STREETS", TRAFFIC SCHEDULE XIII, "TEMPORARY SPEED LIMITS", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY ADDING A THIRTY (30) MILE PER HOUR SPEED LIMIT IN POSTED CONSTRUCTION ZONES ON GRAHAM ROAD FROM LONGMIRE DRIVE TO DOVE CROSSING LANE, AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.**

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

**PART 1:** That Chapter 10, "Traffic Code", Section 3 "Speed Limits", Subsection F (1) "Temporary Speed Limits Established For Certain Described Streets", Traffic Schedule XIII, "Temporary Speed Limits", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

**PART 3:** That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine of not less than Twenty-Five Dollars (\$25.00) or more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

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

**APPROVED:**

\_\_\_\_\_  
**Mayor**

**ATTEST:**

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

**APPROVED:**

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

## **EXHIBIT “A”**

Chapter 10, “Traffic Code”, Section 3 “Speed Limits”, Subsection F (1) “Temporary Speed Limits Established For Certain Described Streets” of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending Traffic Schedule XIII – “Temporary Speed Limits” to add:

### **Graham Road:**

Graham Road from Longmire Drive to Dove Crossing Lane, the speed limit is thirty (30) miles per hour in posted construction zones. After March 1, 2016 and completion of the Graham Road Rehabilitation Project this ordinance will expire and Ordinance No. 2621 dated April 10, 2003 will control the speed limit. This ordinance does not repeal Ordinance No. 2621 dated April 10, 2003.



## Legislation Details (With Text)

**File #:** 15-0396      **Version:** 1      **Name:** Graham Road Rehabilitation  
**Type:** Contract      **Status:** Consent Agenda  
**File created:** 7/14/2015      **In control:** City Council Regular  
**On agenda:** 8/13/2015      **Final action:**  
**Title:** Presentation, possible action, and discussion regarding construction contract 15300300 with Elliott Construction, in the amount of \$860,022.50 for the Graham Road Rehabilitation Project.  
**Sponsors:** Donald Harmon  
**Indexes:**  
**Code sections:**  
**Attachments:** [15-056 Tab.pdf](#)  
[Graham Road Map.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding construction contract 15300300 with Elliott Construction, in the amount of \$860,022.50 for the Graham Road Rehabilitation Project.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: This project includes the rehabilitation of Graham Road from Dove Crossing Lane to the Lick Creek crossing. This area of Graham road has experienced significant shifts due to sub-grade issues. The rehabilitation will include removal of pavement and sidewalk, excavation of subgrade, re-compaction of subgrade and chemical stabilization, and replacement of pavement and sidewalk. This project also includes the removal and replacement of approximately 713 linear feet of 18-inch sanitary sewer main.

Budget & Financial Summary: The budget for this project is \$1,060,000 and is included in the FY15 Streets Capital Project Fund and the Wastewater Capital Projects Fund budget. A total of \$159,413 have been expended or committed to date, leaving a balance of \$900,587 for construction and related expenditures.

Attachments:

1. Contract - On file in the City Secretary's Office
2. Project Location Map
3. Bid Tabulation





**City of College Station - Purchasing Division**  
**Bid Tabulation for ITB 15-036**  
**"Graham Road Rehabilitation Project"**  
**Open Date: Thursday, June 25, 2015 @ 2:00 p.m.**

ITEM	QTY	UNIT	DESCRIPTION	Elliott Construction, LLC (Wellborn, TX)		Brazos Paving, Inc. (Bryan, TX)		Texcon General Contractors (Kurten, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
<b>GENERAL ITEMS</b>									
1	1	LS	Mobilization, bonds and insurance as required in the specifications.	\$60,000.00	\$60,000.00	\$58,300.00	\$58,300.00	\$74,000.00	\$74,000.00
2	1	LS	Install traffic control, including all signage, barricades, concrete barriers, temporary paving, cones, striping, buttons and related items as shown and included on plans & specifications, to include all material, labor and equipment to complete the work.	\$57,000.00	\$57,000.00	\$72,792.00	\$72,792.00	\$95,000.00	\$95,000.00
<b>GENERAL ITEMS - SUBTOTAL</b>				\$117,000.00		\$131,092.00		\$169,000.00	
<b>REMOVALS</b>									
3	3882	SY	Remove concrete pavement and curb as shown on plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$12.00	\$46,584.00	\$13.50	\$52,407.00	\$19.00	\$73,758.00
4	1081	SY	Remove sidewalks as shown on plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$12.00	\$12,972.00	\$13.50	\$14,593.50	\$18.00	\$19,458.00
5	26	SY	Remove driveway as shown on plans & specifications to include of material, labor and equipment to complete the work.	\$12.00	\$312.00	\$20.00	\$520.00	\$19.00	\$494.00
6	1	LS	Remove 713 LF of sanitary sewer line and 2 manholes and dispose of materials offsite as required by regulations and as shown on plans & specifications to include all material, labor and equipment to complete the work.	\$5,000.00	\$5,000.00	\$23,964.00	\$23,964.00	\$50,000.00	\$50,000.00
7	1	LS	Remove metal beam guard fence, thrie beams, end treatments, concrete headwall, concrete barriers and ped rails at drainage crossing as shown on plans & specifications and return metal beam guard fence, thrie beams, end treatments, associated hardware, and ped rails to City to include all material, labor and equipment to complete the work.	\$5,000.00	\$5,000.00	\$9,575.00	\$9,575.00	\$13,000.00	\$13,000.00
8	78	LF	Remove existing water service line and fittings as shown on plans & specifications to include all material, labor and equipment to complete the work.	\$4.00	\$312.00	\$12.00	\$936.00	\$26.00	\$2,028.00
9	1	LS	Remove existing pavement markings and striping as shown on plans & specifications to include all material, labor and equipment to complete the work.	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
10	1	LS	Remove miscellaneous signs, posts, fencing, concrete, and other encroachments, to include all material, labor and equipment to complete the work.	\$500.00	\$500.00	\$3,150.00	\$3,150.00	\$5,000.00	\$5,000.00
<b>REMOVALS - SUBTOTAL</b>				\$71,180.00		\$107,645.50		\$168,738.00	
<b>ROADWAY &amp; EARTHWORK</b>									
*11	5620	CY	Remove roadway subgrade by excavation, dispose of unsuitable materials (unsuitable soils & foam material) offsite. Reuse and replace the suitable excavated material to the roadway as fill to design grades and standards. Excavation depths minimum 4 feet in thickness. To include all material, labor and equipment to complete the work. This work will be measured and paid by the in-place cubic yard and removal depths and locations will be determined in field by inspector/testing firm.	\$11.50	\$64,630.00	\$13.25	\$74,465.00	\$11.00	\$61,820.00
*12	2810	CY	Haul in select fill material to project and compact and condition to design standards. To include all material, labor and equipment to complete the work. This work will be measured and paid by the in-place cubic yard and location and removal depths will be determined in field by inspector/testing firm.	\$25.00	\$70,250.00	\$20.80	\$58,448.00	\$17.00	\$47,770.00
*13	2810	CY		\$12.00	\$33,720.00	\$12.00	\$33,720.00	\$5.00	\$14,050.00
14	35033	SF	Install 8" thick reinforced jointed concrete pavement, including all materials, labor and equipment to complete the work complete and in-place.	\$5.50	\$192,681.50	\$4.55	\$159,400.15	\$5.00	\$175,165.00
15	37937	SF	Install 6" thickness chemically stabilized subgrade treatment to be determined by the testing firm, to include all material, labor and equipment to complete the work, complete and in-place.	\$1.00	\$37,937.00	\$0.75	\$28,452.75	\$0.60	\$22,762.20



**City of College Station - Purchasing Division**  
**Bid Tabulation for ITB 15-036**  
**"Graham Road Rehabilitation Project"**  
**Open Date: Thursday, June 25, 2015 @ 2:00 p.m.**

ITEM	QTY	UNIT	DESCRIPTION	Elliott Construction, LLC (Wellborn, TX)		Brazos Paving, Inc. (Bryan, TX)		Texcon General Contractors (Kurten, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
16	1514	LF	Install mono curb as (monolithically with 8" jointed concrete pavement) shown and included on plans & specifications, to include all material, labor and equipment to complete the work, complete and in-place.	\$3.00	\$4,542.00	\$4.60	\$6,964.40	\$7.00	\$10,598.00
17	9670	SF	Install concrete sidewalks as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	\$4.50	\$43,515.00	\$4.75	\$45,932.50	\$4.30	\$41,581.00
18	234	SF	Install concrete driveway as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	\$5.00	\$1,170.00	\$7.00	\$1,638.00	\$5.00	\$1,170.00
19	160	LF	Install new bronze colored Type C221 combination rail, foundations and hardware as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	\$120.00	\$19,200.00	\$295.00	\$47,200.00	\$500.00	\$80,000.00
20	1	LS	Install new 1" Water Service Connection include all excavation, backfilling, bedding, marking, testing and disinfection as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	\$2,500.00	\$2,500.00	\$1,824.00	\$1,824.00	\$3,000.00	\$3,000.00
21	5	EA	Install sidewalk ramps as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	\$650.00	\$3,250.00	\$700.00	\$3,500.00	\$1,000.00	\$5,000.00
<b>ROADWAY &amp; EARTHWORK - SUBTOTAL</b>				<b>\$473,395.50</b>		<b>\$461,544.80</b>		<b>\$462,916.20</b>	
<b>EROSION CONTROL</b>									
22	1	LS	File notice of intent and storm water pollution prevention plan with TCEQ, maintain and post all project information and keep records and report to inspector and engineer.	\$2,000.00	\$2,000.00	\$850.00	\$850.00	\$4,000.00	\$4,000.00
23	1	LS	Furnish, install, maintain and remove sediment devices including hay bales, storm drain inlet protection, construction entrance and exits, check dams, watering and other sediment control devices as shown on plans and specifications, complete and in place.	\$2,500.00	\$2,500.00	\$3,900.00	\$3,900.00	\$7,000.00	\$7,000.00
24	1824	LF	Furnish, install, maintain and remove silt control fencing as shown on plans and specifications, complete and in place.	\$3.00	\$5,472.00	\$2.85	\$5,198.40	\$4.50	\$8,208.00
25	1000	SY	Hydromulch all disturbed areas including smoothing, mulch, seed, fertilizer, watering, maintenance and clean-up as shown on plans and specifications, complete and in place.	\$3.00	\$3,000.00	\$1.50	\$1,500.00	\$3.00	\$3,000.00
<b>EROSION CONTROL - SUBTOTAL</b>				<b>\$12,972.00</b>		<b>\$11,448.40</b>		<b>\$22,208.00</b>	
<b>SANITARY SEWER</b>									
26	713	LF	Furnish and Install 18" diameter SDR-26-ASTM F679 sewer pipe with structural backfill up to 18 feet in depth, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$161.00	\$114,793.00	\$166.50	\$118,714.50	\$155.00	\$110,515.00
27	2	EA	Furnish and Install 5' manhole structure with structural backfill as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$11,400.00	\$22,800.00	\$5,720.00	\$11,440.00	\$7,500.00	\$15,000.00
28	713	LF	Furnish, provide and install trench safety protection and other safety devices, to include all materials, labor and equipment to complete the work, complete and in place.	\$4.00	\$2,852.00	\$1.25	\$891.25	\$5.00	\$3,565.00
*9	40	CY	Furnish, provide and install gravel bedding under sewer line, to include all materials, labor and equipment to complete the work, complete and in place as directed by the Engineer	\$30.00	\$1,200.00	\$57.00	\$2,280.00	\$75.00	\$3,000.00



**City of College Station - Purchasing Division**  
**Bid Tabulation for ITB 15-036**  
**"Graham Road Rehabilitation Project"**  
**Open Date: Thursday, June 25, 2015 @ 2:00 p.m.**

ITEM	QTY	UNIT	DESCRIPTION	Elliott Construction, LLC (Wellborn, TX)		Brazos Paving, Inc. (Bryan, TX)		Texcon General Contractors (Kurten, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
30	1	LS	Furnish and provide all sewer by-pass pumping during the installation of the sewer line system. To include all materials, labor and equipment to complete the work, complete and in place.	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$50,000.00	\$50,000.00
<b>SANTIARY SEWER - SUBTOTAL</b>				<b>\$151,645.00</b>		<b>\$143,325.75</b>		<b>\$182,080.00</b>	
<b>SIGNAGE, PAVEMENT MARKING &amp; STRIPING</b>									
31	1	LS	Furnish and Install all reflective pavement markings, sealer, arrows, symbols and preparation as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$32,330.00	\$32,330.00	\$25,428.00	\$25,428.00	\$28,000.00	\$28,000.00
32	2	EA	Furnish and Install all sign assemblies as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$750.00	\$1,500.00	\$710.00	\$1,420.00	\$1,000.00	\$2,000.00
<b>SIGNAGE, PAVEMENT MARKING &amp; STRIPING - SUBTOTAL</b>				<b>\$33,830.00</b>		<b>\$26,848.00</b>		<b>\$30,000.00</b>	
<b>TOTAL BID AMOUNT - ALL ITEMS</b>				<b>\$860,022.50</b>		<b>\$881,904.45</b>		<b>\$1,034,942.20</b>	



Approximate Limits of Work  
Graham Road Rehabilitation Project

**Legend**

Streets



Legislation Details (With Text)

**File #:** 15-0397      **Version:** 1      **Name:** Greens Prairie Trail Design Contract  
**Type:** Contract      **Status:** Consent Agenda  
**File created:** 7/14/2015      **In control:** City Council Regular  
**On agenda:** 8/13/2015      **Final action:**  
**Title:** Presentation, possible action, and discussion on professional services contract no. 15300337 with Mitchell & Morgan, LLP in the amount of \$328,538 for the professional engineering services related to the design of the Greens Prairie Trail Rehabilitation Project.  
**Sponsors:** Donald Harmon  
**Indexes:**  
**Code sections:**  
**Attachments:** [Project Map.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on professional services contract no. 15300337 with Mitchell & Morgan, LLP in the amount of \$328,538 for the professional engineering services related to the design of the Greens Prairie Trail Rehabilitation Project.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

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

Summary: The Greens Prairie Trail Rehabilitation Project will consist of rehabilitating Greens Prairie Trail from FM2154 to and through the intersection with Royder Road (approximately 3,500 linear feet) with the proposed roadway being a 4-lane minor arterial with median.

Budget & Financial Summary: This project was not included in the FY15 Approved Budget. In an effort to move forward with this project due to the fast pace of development in the area, it is recommended that the design begin this fiscal year. Budget in the amount of \$350,000 has been identified for design. This budget will come from two other projects that were recently bid and are anticipated to have savings - Rock Prairie Road Rehabilitation (Stonebrook to Fitch) and Eisenhower Extension. Funds for construction of the project have not yet been identified, but this project is one that is was identified by the 2015 Bond Citizen Advisory Committee for consideration of funding. Design of the project is scheduled for FY15-FY16 with construction scheduled for FY16-FY17.

Attachments:

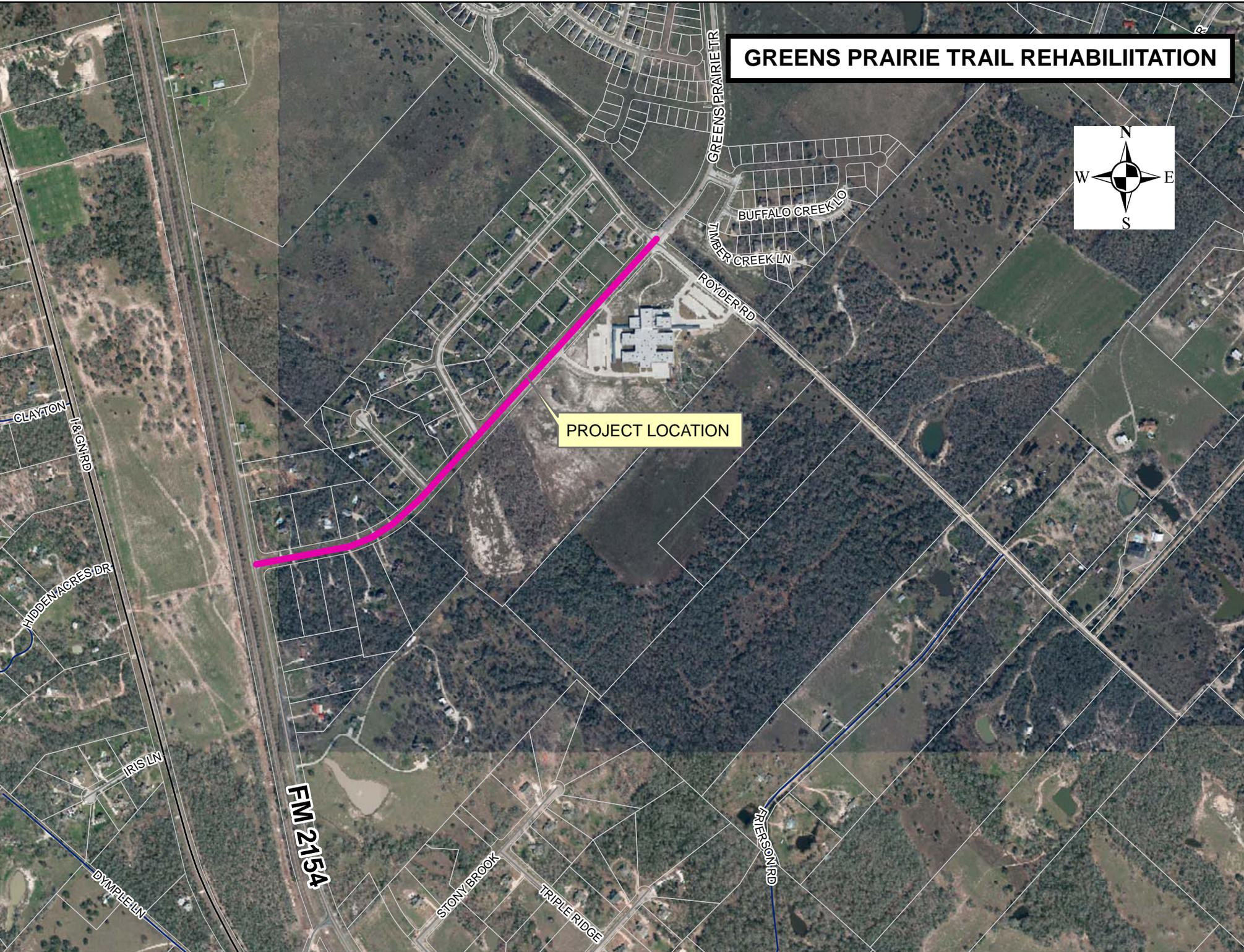
1. Contract - On file with the City Secretary's Office
2. Project Location Map



# GREENS PRAIRIE TRAIL REHABILITATION



PROJECT LOCATION





## Legislation Details (With Text)

<b>File #:</b>	15-0400	<b>Version:</b>	1	<b>Name:</b>	Spring Creek Elementary - No Left Turn and No Right Turn
<b>Type:</b>	Ordinance	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	7/14/2015	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	8/13/2015	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Presentation, possible action, and discussion of an ordinance amending Chapter 10, "Traffic Code", Section 2 "Traffic Control Devices", K "Intersections Controlled by No Right Turn or No Left Turn Signs", Traffic Schedule VIII - "No Right Turn and No Left Turn" by adding WS Phillips Parkway for Southeast Traffic - No Left-Turns into the Spring Creek Elementary Parent Exit that is 280 feet northeast of the Brewster Driver Intersection and WS Phillips Parkway for Northeast Traffic - No Right -Turns into the Spring Creek Elementary Parent Exit that is 280 feet northeast of the Brewster Driver Intersection.				
<b>Sponsors:</b>	Troy Rother				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Map - No Left and No Right - WS Phillips into Spring Creek Elementary.pdf</a> <a href="#">Ordinance - No Left and No Right - WS Phillips into Spring Creek Elementary.pdf</a>				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion of an ordinance amending Chapter 10, "Traffic Code", Section 2 "Traffic Control Devices", K "Intersections Controlled by No Right Turn or No Left Turn Signs", Traffic Schedule VIII - "No Right Turn and No Left Turn" by adding WS Phillips Parkway for Southeast Traffic - No Left-Turns into the Spring Creek Elementary Parent Exit that is 280 feet northeast of the Brewster Driver Intersection and WS Phillips Parkway for Northeast Traffic - No Right-Turns into the Spring Creek Elementary Parent Exit that is 280 feet northeast of the Brewster Driver Intersection.

### Relationship to Strategic Goals:

- Core Services and Infrastructure
- Neighborhood Integrity
- Improving Mobility

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

Summary: This item will amend Schedule V of the Traffic Control Device Inventory by adding a 20 mph school zone on WS Phillips Parkway, Brewster Drive, and Dunlap Loop, which are near the newly constructed Spring Creek Elementary School. The school zone will extend along WS Phillips Parkway in front of the school, extend north along Brewster Drive, and extend west along Dunlap Loop where Dunlap Loop intersects with Brewster Drive near the school property.

This ordinance will also change the heading that now reads "\*\*Operational Time (M-F)" to instead

read “\*Operational Time (School Days)”. The purpose of this change is to clarify that school zones are only in operation on days when CSISD is in session.

The attached revised Exhibit B - Schedule V of the Traffic Control Device Inventory, indicates the proposed addition, which are all under the section for College Station High School. It also includes the changed heading. These changes are in Bold and Red Italics.

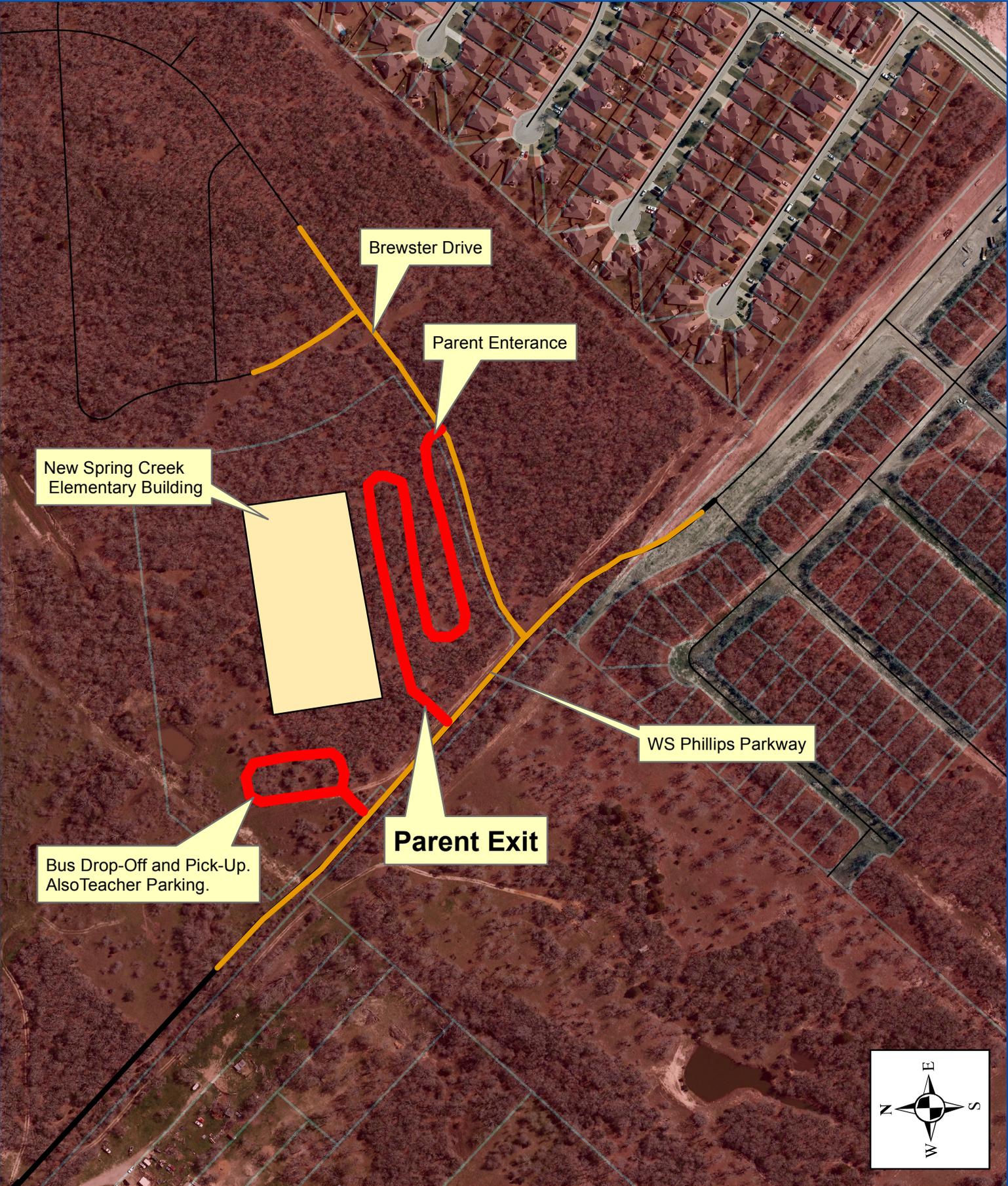
The addition of these school zones will improve safety and mobility for children attending Spring Creek Elementary.

Budget & Financial Summary: School Zone signs and beacons are planned operation and maintenance expenses accounted for in the Public Works Traffic Operations budget.

Attachments:

1. Ordinance with Exhibit A and Exhibit B
2. Map

# Proposed No Left-Turn and No Right-Turn From WS Phillips Parkway into Spring Creek Elementary Parent Exit



Proposed Spring Creek Elementary School Zone: 

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

**AN ORDINANCE AMENDING CHAPTER 10, “TRAFFIC CODE”, SECTION 2 “TRAFFIC CONTROL DEVICES”, K “INTERSECTIONS CONTROLLED BY NO RIGHT TURN OR NO LEFT TURN SIGNS”, TRAFFIC SCHEDULE VIII – “NO RIGHT TURN AND NO LEFT TURN”, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY ADDING WS PHILLIPS PARKWAY SOUTHEAST TRAFFIC – NO LEFT-TURNS INTO THE SPRING CREEK ELEMENTARY PARENT EXIT THAT IS 280 FEET NORTHEAST OF THE BREWSTER DRIVER INTERSECTION AND WS PHILLIPS PARKWAY NORTHEAST TRAFFIC – NO RIGHT-TURNS INTO THE SPRING CREEK ELEMENTARY PARENT EXIT THAT IS 280 FEET NORTHEAST OF THE BREWSTER DRIVER INTERSECTION, AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.**

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

- PART 1:** That Chapter 10, “Traffic Code”, Section 2 “Traffic Control Devices”, K “Intersections Controlled by No Right Turn or No Left Turn Signs”, Traffic Schedule VIII – “No Right Turn and No Left Turn” as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.
- PART 2:** That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 3:** That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine of not less than Twenty-Five Dollars (\$25.00) or more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

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

**APPROVED:**

\_\_\_\_\_  
**Mayor**

**ATTEST:**

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

**APPROVED:**

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

## **EXHIBIT “A”**

That Chapter 10, “Traffic Code”, Section 2 “Traffic Control Devices”, K “Intersections Controlled by No Right Turn or No Left Turn Signs”, Traffic Schedule VIII – “No Right Turn and No Left Turn” is amended to include the following:

### **WS Phillips Parkway**

WS Phillips Parkway Southeast Traffic – No Left-Turns into the Spring Creek Elementary Parent Exit that is 280 feet northeast of the Brewster Driver Intersection.

WS Phillips Parkway Northeast Traffic – No Right-Turns into the Spring Creek Elementary Parent Exit that is 280 feet northeast of the Brewster Driver Intersection.



Legislation Details (With Text)

<b>File #:</b>	15-0401	<b>Version:</b>	1	<b>Name:</b>	Spring Creek Elementary - School Zone
<b>Type:</b>	Ordinance	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	7/14/2015	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	8/13/2015	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Presentation, possible action, and discussion of an ordinance amending Chapter 10 "Traffic Code", Section 2 "Traffic Control Devices" F "School Zones", Traffic Schedule V- "School Zones" to include school zones along WS Phillips Parkway, Brewster Drive, and Dunlap Loop for Spring Creek Elementary School.				
<b>Sponsors:</b>	Troy Rother				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">School Zone - Map - WS Phillips, Brewster, and Dunlap.pdf</a> <a href="#">School Zone - Ordinance - WS Phillips, Brewster, and Dunlap.pdf</a>				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion of an ordinance amending Chapter 10 "Traffic Code", Section 2 "Traffic Control Devices" F "School Zones", Traffic Schedule V- "School Zones" to include school zones along WS Phillips Parkway, Brewster Drive, and Dunlap Loop for Spring Creek Elementary School.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Neighborhood Integrity
- Improving Mobility

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

Summary: This item will amend Schedule V of the Traffic Control Device Inventory by adding a 20 mph school zone on WS Phillips Parkway, Brewster Drive, and Dunlap Loop, which are near the newly constructed Spring Creek Elementary School. The school zone will extend along WS Phillips Parkway in front of the school, extend north along Brewster Drive, and extend west along Dunlap Loop where Dunlap Loop intersects with Brewster Drive near the school property.

This ordinance will also change the heading that now reads "\*\*Operational Time (M-F)" to instead read "\*\*Operational Time (School Days)". The purpose of this change is to clarify that school zones are only in operation on days when CSISD is in session.

The attached revised Exhibit B - Schedule V of the Traffic Control Device Inventory, indicates the proposed addition, which are all under the section for College Station High School. It also includes the changed heading. These changes are in Bold and Red Italics.

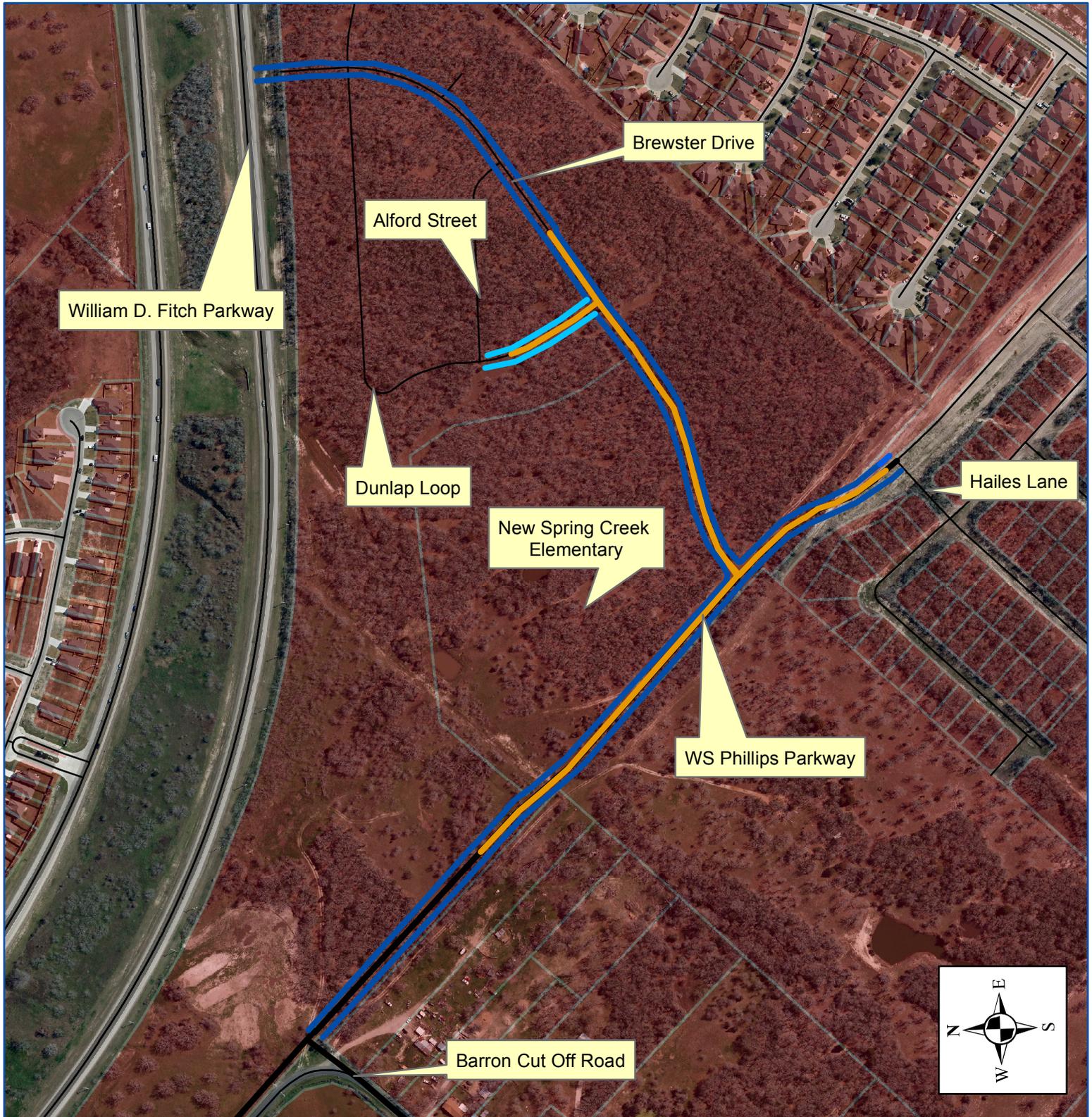
The addition of these school zones will improve safety and mobility for children attending Spring Creek Elementary.

Budget & Financial Summary: School Zone signs and beacons are planned operation and maintenance expenses accounted for in the Public Works Traffic Operations budget.

Attachments:

1. Ordinance with Exhibit A and Exhibit B
2. Map

# Proposed Spring Creek Elementary School Zone and Proposed No Parking, Standing, or Stopping on WS Phillips Parkway, Brewster Drive, and Dunlap Loop



Proposed School Zone: —

Proposed No Parking, Standing, or Stopping Anytime: —

Proposed No Parking, Standing, or Stopping on School Days  
from 7:00 am to 9:00 am and from 2:30 pm to 4:30 pm: —

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

**AN ORDINANCE AMENDING CHAPTER 10, “TRAFFIC CODE”, SECTION 2 “TRAFFIC CONTROL DEVICES”, F “SCHOOL ZONES”, TRAFFIC SCHEDULE V— “SCHOOL ZONES”, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY ADDING WS PHILLIPS PARKWAY – BEGINNING 1,050 FEET NORTHWEST OF THE INTERSECTION WITH BREWSTER DRIVE AND EXTENDING SOUTHWEST TO 125 FEET NORTHWEST OF THE INTERSECTION WITH HAINES LANE AND BREWSTER DRIVE – BEGINNING AT THE INTERSECTION WITH WS PHILLIPS PARKWAY AND EXTENDING NORTHEAST TO 1,150 FEET NORTHEAST OF THE INTERSECTION WITH WS PHILIPS PARKWAY AND DUNLAP LOOP – BEGINNING 200 FEET NORTHWEST OF THE INTERSECTION WITH BREWSTER DRIVE AND EXTENDING SOUTHEAST TO THE INTERSECTION WITH BREWSTER DRIVE, BY PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.**

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

- PART 1:** That Chapter 10, “Traffic Code”, Section 2 “Traffic Control Devices”, F “School Zones”, Traffic Schedule V— “School Zones”, of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.
- PART 2:** That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 3:** That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine of not less than Twenty-Five Dollars (\$25.00) or more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

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

**APPROVED:**

\_\_\_\_\_  
**Mayor**

**ATTEST:**

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

**APPROVED:**

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

**EXHIBIT “A”**

That Chapter 10, “Traffic Code”, Section 2, “Traffic Control Devices”, F, “School Zones”, Traffic Schedule V— “School Zones” of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by adopting the revised “Traffic Control Device Inventory – Schedule V”, dated August 13, 2015, attached hereto as Exhibit “A”, replacing “Traffic Control Device Inventory – Schedule V”, dated July 14, 2012.

**EXHIBIT “A”**

<b>Schedule V – School Zones – <i>Revised August 13, 2015</i></b>					
<b>Location</b>	<b>Posted Hours</b>	<b>Posted Speed Limit</b>	<b>*Operational Time (<i>School Days</i>)</b>	<b>Prd. No./ Date Adopted</b>	<b>BASE MAP NO.</b>
<p><b>* The operational time is a period in which the zone is enforceable. This time is variable and may change each semester/year depending on the actual school hours set by CSISD.</b></p>					
<b>College Hills Elementary</b>					
1. Francis Drive, West of Ashburn Avenue - East of Williams Street.	When Flashing	20 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	#1986 Nov. 12, 1992	1998- 01
2. Francis Drive, West of Walton Drive - East of James Parkway.	When Flashing	20 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	#1986 Nov. 12, 1992	1998- 01
3. Gilchrist Avenue, West of Ashburn Avenue - East of Williams Street.	When Flashing	20 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	#1441 Aug. 11, 1983	1998- 01
4. Gilchrist Avenue, West of Williams Street - East of Walton Drive.	When Flashing	20 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	#1441 Aug. 11, 1983	1998- 01
5. Walton Drive, South of Nunn Street - North of Francis Drive.	When Flashing	20 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	#1986 Nov. 12, 1992	1998- 01

6. Walton Drive, South of Francis Drive - North of Bolton Avenue.	When Flashing	20 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	#1986 Nov. 12, 1992	1998- 01
<b>South Knoll Elementary</b>					
7. Southwest Parkway, East of Langford Street - West of Laura Lane.	When Flashing	20 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	#1441 Aug. 11, 1983	1998- 02
8. Southwest Parkway, East of Lawyer Place - West of Sabine Court.	When Flashing	20 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	#1441 Aug. 11, 1983	1998- 02
9. Langford Street, South of S. Ridgefield Court - North of Boswell Street.	When Flashing	20 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	#1441 Aug. 11, 1983	1998- 02
10. Langford Street, South of Boswell Street - North of Southwest Parkway.	When Flashing	20 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	#1441 Aug. 11, 1983	1998- 02
11. Boswell Street, East of Lawyer Street - West of Langford Street.	When Flashing	20 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	#1441 Aug. 11, 1983	1998- 02
<b>Southwood Valley Elementary</b>					
12. Deacon Drive, East of San Felipe Drive - West of Brothers Boulevard.	When Flashing	20 mph	7:20—8:05 a.m. 2:45—3:30 p.m.	#1441 Aug. 11, 1983	1998- 02

13. Deacon Drive, East of Pierre Place - West of Celinda Circle.	When Flashing	20 mph	7:20—8:05 a.m. 2:45—3:30 p.m.	#1441 Aug. 11, 1983	1998- 02
14. Brothers Boulevard, South of Todd Trail - North of Deacon Drive (intersection of Deacon and Brothers).	When Flashing	20 mph	7:20—8:05 a.m. 2:45—3:30 p.m.	#1441 Aug. 11, 1983	1998- 02
15. Brothers Boulevard, South of Todd Trail - North of Deacon Drive (intersection of Todd Trail and Brothers).	When Flashing	20 mph	7:20—8:05 a.m. 2:45—3:30 p.m.	#1441 Aug. 11, 1983	1998- 02
<b>Oakwood Middle School/Willow Branch Intermediate School</b>					
16. Holik Street, South of George Bush Drive - North of Anna Street (intersection of George Bush and Holik).	When Flashing	20 mph	7:45—8:45 a.m. 3:15—4:00 p.m.	#1441 Aug. 11, 1983	1998- 03
17. Holik Street, North of Anna Street - South of George Bush Drive (intersection of Anna and Holik).	When Flashing	20 mph	7:45—8:45 a.m. 3:15—4:00 p.m.	#1441 Aug. 11, 1983	1998- 03
18. Anderson Street, South of George Bush Drive - North of Wolf Run.	When Flashing	20 mph	7:45—8:45 a.m. 3:15—4:00 p.m.	#1441 Aug. 11, 1983	1998- 03
19. Anderson Street, South of Wolf Run - North of Park Place.	When Flashing	20 mph	7:45—8:45 a.m. 3:15—4:00 p.m.	#1441 Aug. 11, 1983	1998- 03

20. Timber Street, South of George Bush Drive and North of Anna Street (intersection of George Bush Dr. and Timbers).	When Flashing	20 mph	7:45—8:45 a.m. 3:15—4:00 p.m.	#2210 Sept. 26, 1996	1998- 03
21. Timber Street, North of Anna Street - South of George Bush Drive.	When Flashing	20 mph	7:45—8:45 a.m. 3:15—4:00 p.m.	#2210 Sept. 26, 1996	1998- 03
<b>Rock Prairie Elementary/College Station Middle School</b>					
22. Welsh Avenue, North of Edelweiss Avenue - South of Willow Loop.	When Flashing	25 mph	7:15—8:45 a.m. 2:45—4:15 p.m.	#1941 Feb. 13, 1992	1998- 04
23. Honeysuckle Lane, East of Welsh Avenue - West of Westchester Avenue.	7:15—8:45 a.m. 2:45—4:15 p.m.	25 mph	7:15—8:45 a.m. 2:45—4:15 p.m.	#1941 Feb. 13, 1992	1998- 04
24. Canterbury Drive, East of Welsh Avenue - West of Westchester Avenue.	7:15—8:45 a.m. 2:45—4:15 p.m.	25 mph	7:15—8:45 a.m. 2:45—4:15 p.m.	#1941 Feb. 13, 1992	1998- 04
25. Dover Drive, East of Welsh Avenue - West of Westchester Avenue.	7:15—8:45 a.m. 2:45—4:15 p.m.	25 mph	7:15—8:45 a.m. 2:45—4:15 p.m.	#1941 Feb. 13, 1992	1998- 04
26. Abbey Lane, East of Victoria Avenue - West of Nottingham Drive.	7:15—8:45 a.m. 2:45—4:15 p.m.	25 mph	7:15—8:45 a.m. 2:45—4:15 p.m.	#1989 April 11, 1989	1998- 04

27. Yorkshire Drive, East of Victoria Avenue - West of Nottingham Drive.	7:15—8:45 a.m. 2:45—4:15 p.m.	25 mph	7:15—8:45 a.m. 2:45—4:15 p.m.	#1989 April 11, 1989	1998- 04
28. Victoria Avenue, South of Yorkshire Drive - North of Shire Drive.	When Flashing	25 mph	7:15—8:45 a.m. 2:45—4:15 p.m.	#1821 Sept. 14, 1989	1998- 04
29. Rock Prairie Road, East of Rio Grande Boulevard - West of Bahia Drive.	When Flashing	25 mph	7:15—8:45 a.m. 2:45—4:15 p.m.	#1987 Nov. 12, 1987	1998- 04
30. Rio Grande Boulevard, South of Capistrano Court - North of Rock Prairie Road.	When Flashing	25 mph	7:15—8:45 a.m. 2:45—4:15 p.m.	#1987 Nov. 12, 1987	1998- 04
31. Westchester Avenue, South of Dover Street - North of Rock Prairie Road.	7:15—8:45 a.m. 2:45—4:15 p.m.	25 mph	7:15—8:45 a.m. 2:45—4:15 p.m.	#1874 Dec. 13, 1990	1998- 04
32. Rock Prairie Road, East of Shire Drive - West of Victoria Avenue.	When Flashing	25 mph	7:15—8:45 a.m. 2:45—4:15 p.m.	# 2259 Aug. 28, 1997	1998- 04
33. Edelweiss Avenue, East of Caterina Lane - West of Innsbruck Circle.	When Flashing	25 mph	7:15—8:45 a.m. 2:45—4:15 p.m.	# 2703 Mar. 11, 2004	N/A
34. Innsbruck Circle, North of western intersection of Edelweiss Avenue and Innsbruck Circle.	7:15—8:45 a.m. 2:45—4:15 p.m.	25 mph	7:15—8:45 a.m. 2:45—4:15 p.m.	# 2703 Mar. 11, 2004	N/A

35. Innsbruck Circle, North of eastern intersection of Edelweiss Avenue and Innsbruck Circle.	7:15—8:45 a.m. 2:45—4:15 p.m.	25 mph	7:15—8:45 a.m. 2:45—4:15 p.m.	# 2703 Mar. 11, 2004	N/A
36. Sunflower Trail, North of Edelweiss Avenue - South of Welsh Avenue.	7:15—8:45 a.m. 2:45—4:15 p.m.	25 mph	7:15—8:45 a.m. 2:45—4:15 p.m.	# 2703 Mar. 11, 2004	N/A
<b>A&amp;M Consolidated High School</b>					
37. Welsh Avenue, South of Nueces Drive - North of FM 2818 (intersection of Welsh and Nueces).	7:30 a.m.— 4:00 p.m.	25 mph	7:30 a.m.— 4:00 p.m.	#1889 April 11, 1991	1998- 02
38. Welsh Avenue, North of FM 2818 - South of Nueces Drive (intersection of Welsh and FM 2818).	7:30 a.m.— 4:00 p.m.	25 mph	7:30 a.m.— 4:00 p.m.	#1889 April 11, 1991	1998- 02
39. Nueces Drive, South of Hondo Drive - North of Arboles Circle	7:30 a.m.— 4:00 p.m.	25 mph	7:30 a.m.— 4:00 p.m.	#2403 Aug. 12, 1999	1999- 01
40. Nueces Drive, North of FM 2818 - South of Guadalupe Drive	7:30 a.m.— 4:00 p.m.	25 mph	7:30 a.m.— 4:00 p.m.	#2403 Aug. 12, 1999	1999- 01
41. Guadalupe Drive, West of Langford Street - East of Nueces Drive	7:30 a.m.— 4:00 p.m.	25 mph	7:30 a.m.— 4:00 p.m.	#2403 Aug. 12, 1999	1999- 01
42. Welsh Avenue, North of FM 2818 (at the south end of the limit identified in #38 above)	When Flashing	35 mph	7:30—8:30 a.m. 3:30—4:00 p.m.	Sept. 26, 2013	NA
43. Welsh Avenue, South of FM 2818 (345 feet south of the FM 2818 and Welsh intersection)	When Flashing	35 mph	7:30—8:30 a.m. 3:30—4:00 p.m.	Sept. 26, 2013	NA

44. Nueces Drive, North of FM 2818 (at the south end of the limit identified in #40 above)	When Flashing	35 mph	7:30—8:30 a.m. 3:30—4:00 p.m.	Sept. 26, 2013	NA
45. FM 2818, West of Welsh (650 feet west of FM 2818 and Welsh intersection)	When Flashing	35 mph	7:30—8:30 a.m. 3:30—4:00 p.m.	Sept. 26, 2013	NA
46. FM 2818, East of Nueces (220 feet east of FM 2818 and Nueces intersection)	When Flashing	35 mph	7:30—8:30 a.m. 3:30—4:00 p.m.	Sept. 26, 2013	NA
<b>Pebble Creek Elementary</b>					
47. Parkview Drive, West of Bogey Court - East of Birdie Court.	When Flashing	20 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	#2198 Aug. 29, 1996	1998- 05
48. Venture Drive, West of Lakeway Drive - East of S.H. 6 East Frontage Road.	When Flashing	20 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	#2198 Aug. 29, 1996	1998- 05
49. Lakeway Drive, South of Greens Prairie Road - North of Parkview Drive.	When Flashing	20 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	#2198 Aug. 29, 1996	1998- 05
50. Lakeway Drive, North of Quality Circle - South of Venture Drive.	When Flashing	20 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	#2198 Aug. 29, 1996	1998- 05
<b>Forest Ridge Elementary</b>					

51. Greens Prairie Road, West of Arrington - East of Castlegate Drive.	When Flashing	25 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	#2868 Feb. 9, 2006	N/A
<b>Cypress Grove Intermediate</b>					
52. Graham Road, West of Schaffer Road - East of Victoria Avenue.	When Flashing	25 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	#2403 Aug. 12, 1999	1999- 02
53. Graham Road, West of S.H. 6 West Frontage Road - East of Schaffer Road.	When Flashing	25 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	#2403 Aug. 12, 1999	1999- 02
54. Schaffer Road, North of Graham Road - South of Hasselt Street.	When Flashing	25 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	#2403 Aug. 12, 1999	1999- 02
<b>Creekview Elementary</b>					
55. Eagle Avenue, West of New Port Lane - 385 feet east of school property	When Flashing	20 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	# Aug 17, 2009	N/A
<b>Greens Prairie Elementary</b>					
56. Greens Prairie Trail - beginning 210 feet east of the intersection with Royder Road and extending west 1150 feet from the west side of the intersection	When Flashing	25 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	# Dec. 8, 2011	N/A
57. Royder Road - beginning 160 feet north of the intersection with Greens Prairie Trail and extending south 815 feet from the south side of the intersection	When Flashing	25 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	# Dec. 8, 2011	N/A

<b>College Station High School</b>					
58. Barron Road - beginning 220 feet east of the intersection with Victoria Avenue and extending west 1350 feet from the west side to the intersection	When Flashing	25 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	# July 12, 2012	N/A
59. Victoria Avenue - beginning 250 feet north of the intersection with Barron Road and extending south 1730 feet from the south side of the intersection	When Flashing	25 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	# July 12, 2012	N/A
<i>Spring Creek Elementary</i>					
<i>60. WS Phillips Parkway – beginning 1,050 feet northwest of the intersection with Brewster Drive and extending southwest to 125 feet northwest of the intersection with Haines Lane</i>	<i>When Flashing</i>	<i>20 mph</i>	<i>7:15—8:45 a.m. 2:45—4:15 p.m.</i>	<i>July 23, 2015</i>	<i>N/A</i>
<i>61. Brewster Drive – beginning at the intersection with WS Phillips Parkway and extending northeast to 1,150 feet northeast of the intersection with WS Philips Parkway</i>	<i>When Flashing</i>	<i>20 mph</i>	<i>7:15—8:45 a.m. 2:45—4:15 p.m.</i>	<i>July 23, 2015</i>	<i>N/A</i>
<i>62. Dunlap Loop – beginning 200 feet northwest of the intersection with Brewster Drive and extending southeast to the intersection with Brewster Drive.</i>	<i>*Operational Time for school year</i>	<i>20 mph</i>	<i>7:15—8:45 a.m. 2:45—4:15 p.m.</i>	<i>July 23, 2015</i>	<i>N/A</i>



## Legislation Details (With Text)

**File #:** 15-0402      **Version:** 1      **Name:** Well No. 9 Combined Project

**Type:** Contract      **Status:** Consent Agenda

**File created:** 7/14/2015      **In control:** City Council Regular

**On agenda:** 8/13/2015      **Final action:**

**Title:** Presentation, possible action, and discussion on professional services contract number 15-125 with Jones & Carter, Inc. in the amount of \$743,000., for the design, bidding, and construction administration for the Well No. 9 Combined Project and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

**Sponsors:** Donald Harmon

**Indexes:**

**Code sections:**

**Attachments:** [Well 9 Map.pdf](#)  
[Well #9 and Collection Line DRR.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on professional services contract number 15-125 with Jones & Carter, Inc. in the amount of \$743,000., for the design, bidding, and construction administration for the Well No. 9 Combined 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 professional services contract and recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

**Summary:** The scope of this contract includes design, bidding, and construction administration services for the Well No. 9 Combined Project. This project consists of the Well No. 9 Project and the Well No. 9 Collection Line Project as identified in the Capital Plan. The Well No. 9 Project includes a 3,300 gallon per minute water well with its associated electrical, SCADA, security, and drainage infrastructure. The Well will be constructed on City property. The Well No. 9 Collection Line Project includes approximately 5,200 linear feet of large diameter piping, an all-weather access driveway, and communication conduit/fiber. Easement acquisition has been executed in a previous project.

Jones & Carter was selected for this project as the most highly qualified firm as part of RFQ# 15-028.

**Budget & Financial Summary:** Funds in the amount of \$5,855,000 are budgeted for this project in the Water Capital Improvement Projects Fund. 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 Secretary's Office
2. Project Location Maps
3. Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds  
from Debt

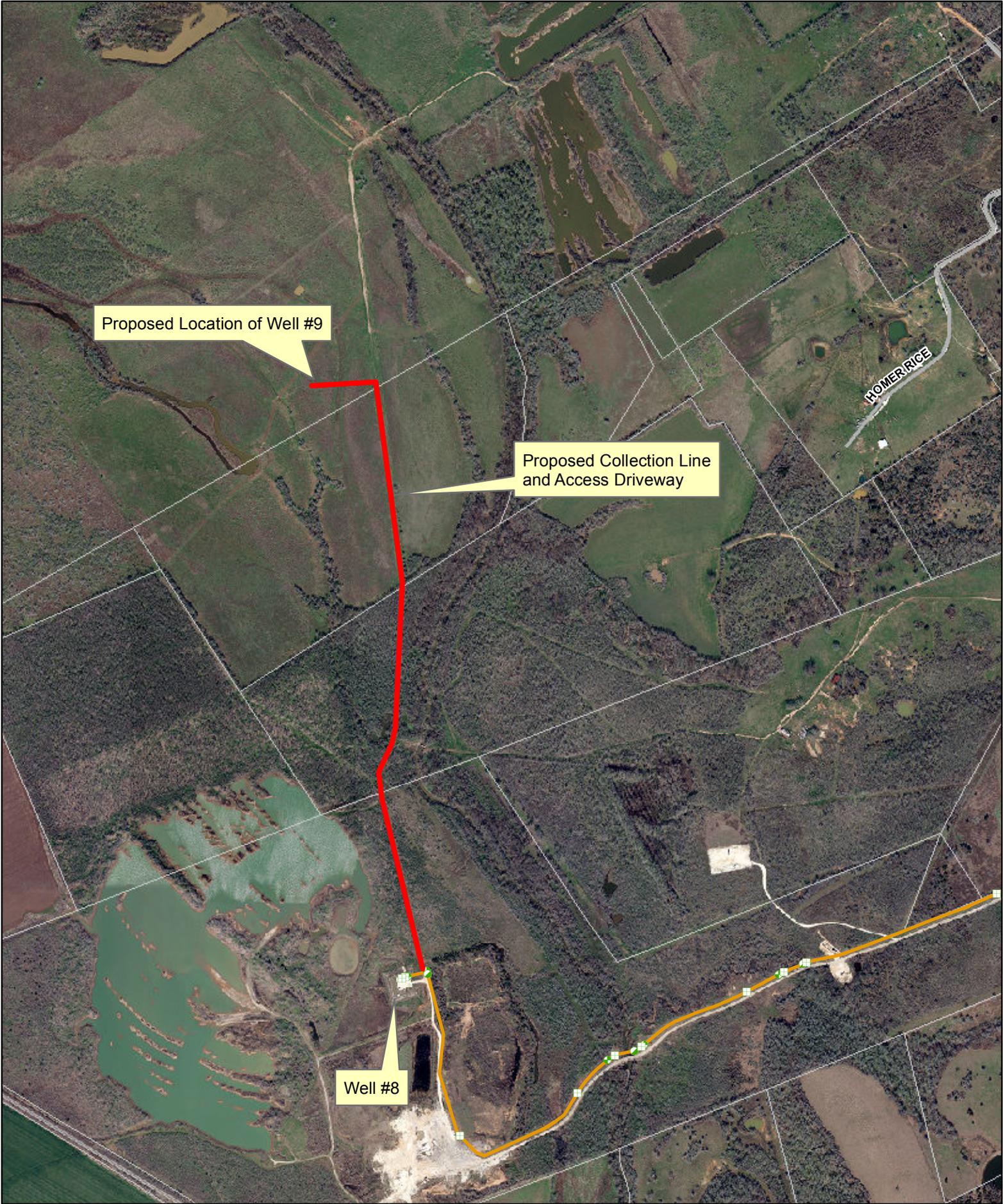


Proposed Location of Well #9

Proposed Collection Line and Access Driveway

Well #8

HOMERICE



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 \$6,000,000, 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 13th DAY OF August, 2015.

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

ATTEST:

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

(Seal)

APPROVED:



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

## Exhibit "A"

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

### Design and Construction of Well #9 and the Well #9 Collection Line

The Well Number 9 Project includes the design and construction of a water well with its associated electrical, SCADA, security, and drainage infrastructure. The Well Number 9 Collection Line Project is for the design and construction of a collection line progressing from Water Well Number 9 to a connection point in the existing wellfield. The project includes large diameter piping, an all-weather access driveway, and communication conduit/fiber.



Legislation Details (With Text)

<b>File #:</b>	15-0407	<b>Version:</b>	1	<b>Name:</b>	Elder-Aid CHDO HOME Contract
<b>Type:</b>	Contract	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	7/16/2015	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	8/13/2015	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Presentation, possible action, and discussion on approving a contract for the grant of federal HOME Community Housing Development Organization (CHDO) Set-Aside funds with Elder-Aid, Inc. in the amount of \$308,411 for acquisition and rehabilitation of four (4) existing dwelling units to be used as affordable rental housing for income-eligible elderly households.				
<b>Sponsors:</b>	Debbie Eller				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Elder Aid Grant Contract Final 2015 Rental_7-28-2015.pdf</a>				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on approving a contract for the grant of federal HOME Community Housing Development Organization (CHDO) Set-Aside funds with Elder-Aid, Inc. in the amount of \$308,411 for acquisition and rehabilitation of four (4) existing dwelling units to be used as affordable rental housing for income-eligible elderly households.

Relationship to Strategic Goals: (Select all that apply)

- Financially Sustainable City
- Core Services and Infrastructure
- Neighborhood Integrity

Recommendation(s):  
Staff recommends approval of this Contract

Summary:  
The federal HOME program provides assistance to income qualified persons by funding a variety of affordable housing activities. The City is required by the U. S. Department of Housing and Urban Development (HUD) to make at least 15% of each year’s HOME grant allocation available for non-profit agencies that meet the definition of a Community Housing Development Organization (CHDO). CHDO’s must have, as one of their goals, the provision of affordable housing. They must also have a board make-up that comply with the HOME Program requirements. The 15% set-aside funds may be used for most HOME eligible activities. The HOME grant provides the flexibility to exceed the 15% requirement if eligible, feasible projects are proposed that address the community needs. Affordable senior housing has been identified as a HIGH priority need in the Consolidated Plan.

Elder-Aid, Inc. was certified by the City as an eligible CHDO in May 2015 to allow the organization to

expand their mission of serving the elderly into College Station. They have demonstrated capacity as a CHDO for the City of Bryan since 1998, where they have received HOME funds to construct eighteen (18) single-family homes restricted for rental to elderly households. Elder-Aid submitted a proposal to acquire and rehabilitate four (4) existing dwelling units for use as affordable rental units for income-eligible, elderly households. The dwelling units consist of two (2) duplexes located on Lodgepole.

**Budget & Financial Summary:** These funds are available in the FY 2015 HOME budget. Funds used to repay HUD for the EMBRACE project will be utilized under this contract.

**Reviewed and Approved by Legal:** Yes

**Attachments:**

Attachment 1: Elder-Aid, Inc. Grant Contract for HOME Programs

**CITY OF COLLEGE STATION, TEXAS**

**CONTRACT AND GRANT FOR  
HOME PROGRAMS: ELDER-AID, INC.**

**Article I. PARTIES**

**Section 1.01** This HOME CHDO Allocation of Funding Contract (the "Contract") is between the **City of College Station** ("City"), a home-rule municipality of the State of Texas, and **Elder-Aid, INC**, ("Recipient"), a Texas Non-Profit Corporation (collectively referred to as the "Parties").

**Article II. CONTRACT PERIOD**

**Section 2.01** This contract shall commence on August 13, 2015 and the project shall be completed by August 13, 2017 unless extended by agreement of the Parties in writing. This agreement will remain valid throughout the "Period of Affordability" as defined by 22.02.

**Article III. RECIPIENT PERFORMANCE**

**Section 3.01** Recipient shall administer Four (4) projects in accordance with the HOME INVESTMENT PARTNERSHIPS ACT OF 1990, 42 U.S.C. 12701 ET SEQ. (THE ACT) and the implementing regulations, 24 CFR PART 92, TEXAS GOVERNMENT CODE SECTION 531.001 ET SEQ., and the HOME INVESTMENT PARTNERSHIPS PROGRAM RULES. Recipient shall perform all activities in accordance with the terms of the Performance Statement, ("Exhibit A" attached hereto); the Budget, ("Exhibit B" attached hereto); the Project Implementation Schedule, ("Exhibit C" attached hereto); the Applicable Laws and Regulations, ("Exhibit D" attached hereto); the Certifications, ("Exhibit E" attached hereto); the assurances, covenants, warranties, certifications, and all other statements made by Recipient in its application for the project funded under this contract; and with all other terms, provisions, and requirements set forth in this contract.

**Section 3.02** In the event the affordability requirements of 24 CFR 92.252 & 24 CFR 92.254 are not satisfied by Recipient hereunder, Recipient shall bear ultimate responsibility for repayment of HOME funds.

**Section 3.03** In the event that there is program income, repayments, and/or recaptured funds, the funds must be used in accordance with the requirements of 24 CFR 92.503, as outlined in the Performance Statement, "Exhibit A".

**Section 3.04** Recipient agrees to maintain itself as a CHDO in accordance with Title II of the National Affordable Housing Act (1990), as it may be amended, concerning the HOME

Investment Partnership program (HOME) and 24 CFR 92.300.

**Section 3.05** All HOME assisted units shall comply with the HOME rents as stated in 24 CFR. 92.252. Recipient must annually provide City with information on rents and occupancy of HOME-assisted units. Rents may not exceed the maximum HOME rents published annually by HUD (Exhibit F). Any increase in rents for HOME-assisted units is subject to the provisions of 24 CFR 92.252(f)(3). Tenants of HOME units must receive not less than 30 days prior written notice before implementing any increase in rents. Based upon the HOME portion of the total eligible development cost, four (4) units will be designated as HOME assisted units and will be floating units. The term floating units means units that are designated as HOME assisted units but may change over time as long as the total number of HOME assisted units within the project remains not less than four (4) and that these units do not differ over the affordability period in terms of size, amenities and number of bedrooms from other non-HOME assisted units.

**Section 3.06** Maximum rents and income will be established annually by the U. S. Department of Housing and Urban Development, and the Recipient will be notified in writing of said rates by the Community Development Division of the Planning and Development Services Department, as soon as the Division is made of aware of said rates.

**Section 3.07** Annually or as tenant occupancy changes, whichever occurs earlier, the Recipient will submit to the City a copy of the lease and proof of income of the tenants occupying the HOME units. This information will be submitted for the duration of the affordability period as noted in the Land Use Restriction Agreement.

**Section 3.08** The Recipient agrees not to prohibit a Section 8 tenant from occupying a HOME unit. The Recipient is not prohibited from conducting a background check on credit history or criminal history.

#### **Article IV. CITY FINANCIAL OBLIGATIONS**

**Section 4.01** City Financial Obligations. In consideration of full and satisfactory performance of the activities referred to in Article V of this contract, City shall be obligated to pay for eligible actual and reasonable costs incurred by Recipient during the contract period for performances rendered under this contract by Recipient, subject to the limitations set forth in this Article IV.

- (a) The Parties agree that City's obligations under Article IV of this contract are contingent upon the actual receipt of adequate local and/or federal funds. If adequate funds are not available to make payments under this contract, City shall notify Recipient in writing within a reasonable time after such fact is determined. City shall then terminate this contract and shall not be liable for failure to make payments to Recipient under this contract.
- (b) City shall not be liable to Recipient for any costs incurred by Recipient, or any portion thereof, which have been paid to Recipient or which are subject to payment to Recipient, or

which have been reimbursed to Recipient, or are subject to reimbursement to Recipient, by any source other than City or Recipient.

- (c) City shall not be liable to Recipient for any costs incurred by Recipient which are not eligible project costs, as set forth in 24 CFR 92.206(A) and Article VI of this contract. Funds provided under this contract shall not be used nor shall City be liable for payment of costs associated directly or indirectly incurred because of prohibited activities as defined in 24 CFR 92.214.
- (d) City shall not be liable to Recipient for any costs incurred by Recipient or for any performances rendered by Recipient which are not strictly in accordance with the terms of this contract, including the terms of Exhibits A, B, C, D, and E of this contract.
- (e) City shall not be liable for costs incurred or performance rendered by Recipient before commencement or after termination of this contract.

**Section 4.02 LIMIT OF LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, THE TOTAL OF ALL PAYMENTS AND OTHER OBLIGATIONS INCURRED BY CITY UNDER THIS CONTRACT SHALL UNDER NO CIRCUMSTANCES EXCEED THREE HUNDRED EIGHT THOUSAND FOUR HUNDRED ELEVEN AND 00/100, (\$308,411.00), FROM THE FY 2012 (HUD GRANT YEAR 2011) AND FY 2013 (HUD GRANT YEAR 2012) BUDGET.

**Section 4.03 Conversion to Homeownership** With the permission of the City, the owner of the HOME-assisted rental unit(s) may convert said units to homeownership pursuant to 24 CFR§92.255.

## **Article V. DISBURSEMENT OF FUNDS**

**Section 5.01** City shall pay costs incurred which it determines are eligible and which are properly submitted under this contract in accordance with the requirements of 24 CFR 92.502. Recipient may not request disbursement of funds under this contract until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount of money needed to pay eligible costs actually incurred, and may not include amounts for prospective or future needs.

**Section 5.02** Any and all Program Income as defined by 24 CFR 84.21 must be disbursed by Recipient prior to requesting a disbursement of funds from the City. Proceeds from the sale of properties acquired and rehabilitated under this contract are not to be considered program income but may be retained by the CHDO as allowed under 24 CFR 92.300(a)(2) as CHDO Proceeds. All such proceeds retained the Recipient must be used for future affordable housing activities within the jurisdictional boundaries of the City of College Station, subject to approval by the City.

**Section 5.03** The Parties agree that City's obligations to make payments under this contract is contingent upon Recipient's full and satisfactory performance of its obligations under this contract. City reserves the right to recover, recapture or offset funds paid under this contract in the event City determines that Recipient will be unable to commit or expend funds within the prescribed time, as determined by City. Recipient agrees to refund to the City all funds that the City in its sole discretion determines to have been used for ineligible and/or unapproved purposes. Such refunds will be made within thirty (30) days of notification by the City of the ineligible expenditure.

**Section 5.04** The Parties agree that any right or remedy provided for in this Article V or in any other provision of this contract is not cumulative, and shall not preclude the exercise of any other right or remedy under this Contract or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

**Article VI. UNIFORM ADMINISTRATIVE REQUIREMENTS, COSTS  
PRINCIPLES AND PROGRAM INCOME  
FOR GOVERNMENT ENTITIES AND NON-PROFITS**

**Section 6.01** Recipient shall comply with the requirements of OMB Circulars Number A-122 "COST PRINCIPALS FOR NON PROFIT ORGANIZATIONS", OMB Circular Number A-110 "UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND OTHER AGREEMENTS WITH INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON PROFIT ORGANIZATIONS, and 24 CFR Part 84 "UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND AGREEMENTS WITH INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON PROFIT ORGANIZATIONS", and any other OMB Circulars which may apply either prospectively or retroactively. Recipient nonprofit organization must comply with applicable OMB Circulars pursuant to 24 CFR 92.505 and any other applicable regulations.

**Article VII. RETENTION AND ACCESSIBILITY OF RECORDS**

**Section 7.01** Recipient must establish and maintain sufficient records, including those listed under 24 CFR 92.508. The sufficiency of the records will be determined by City.

**Section 7.02** Recipient shall give HUD, the Comptroller General of the United States, the City of College Station Auditor, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Recipient pertaining to this contract. Such rights to access shall continue as long as the records are retained by Recipient. Recipient agrees to maintain such records in a location accessible to the above-named persons and entities.

**Section 7.03** All records pertinent to this contract shall be retained by Recipient for five calendar years after the date of termination of this contract or of submission of the final close-out report, whichever is later, with the following exceptions:

- (a) If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been finally resolved, including all legal and administrative appeals.
- (b) Records relating to real property acquisition shall be retained for the period of affordability required under 24 CFR 92.254.
- (c) Records covering displacement and acquisitions must be retained for at least five years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 CFR 92.353.

**Section 7.04** Recipient shall require the substance of this Article VII to be included in all subcontracts.

**Section 7.05** Recipient must provide citizens, public agencies, and other interested parties with reasonable access to records consistent with the TEXAS PUBLIC INFORMATION ACT.

## **Article VIII. REPORTING REQUIREMENTS**

**Section 8.01** Recipient shall submit to City such reports on the operation and performance of this Agreement as may be required by City including but not limited to the reports specified in this Article VIII. Recipient shall provide City with all reports necessary for City's compliance with 24 CFR 92.508, 92.509 and 24 CFR 570 SUBPART J or any other applicable statute, law or regulation. Additionally Recipient shall provide HUD and City complete access to the property, all books, records, files, reports or other papers as requested by City and HUD.

**Section 8.02** In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed by the Parties hereto that if Recipient fails to promptly submit to City any report required by this Agreement, City may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Recipient hereunder. If City withholds such payments, it shall notify Recipient in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by City until such time as Recipient fully cures or performs any and all delinquent obligations which are identified as the reason funds are withheld.

**Section 8.03** Verification of Income. Verification of income for HOME assisted unit tenants will be pursuant to 24 C.F.R 5.609.

**Section 8.04** Recipient shall submit activity reports to the City on an annual basis, with information on rents and occupancy. The format of such reports shall, at a minimum, consist of a HOME Project Compliance Report – Rental Housing Checklist 6-D (Exhibit G), Financial Summary (Exhibit H), and Program Narrative (Exhibit I). Annual reports will be due no later than October 30<sup>th</sup> of each year.

#### **Article IX. MONITORING**

**Section 9.01** The City reserves the right to carry out regular and periodic field inspections to ensure compliance with the requirements of this contract. After each monitoring visit, City shall provide Recipient with a written report of the monitor's findings. If the monitoring reports note deficiencies in Recipient's performances under the terms of this contract, the monitoring report shall include requirements for the timely correction of such deficiencies by Recipient. Failure by Recipient to take action specified in the monitoring report may be cause for suspension or termination of this contract, as provided in Article XVIII and XIX of this contract.

#### **Article X. INDEPENDENT CONTRACTOR**

**Section 10.01** It is expressly understood and agreed by the Parties hereto that City is contracting with Recipient as an Independent Contractor and not any employee, or agent of City. This contract does not establish or constitute a joint venture or enterprise between City and Recipient.

**Section 10.02** By entering into this contract, City and Recipient do not intend to create a joint enterprise.

#### **Article XI. INSURANCE, INDEMNIFICATION AND RELEASE**

**Section 11.01** The Recipient shall procure and maintain, at its sole cost and expense for the duration of this Contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Recipient, its officers, agents, volunteers, and employees.

**Section 11.02** The Recipient's insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. The Required Limits of Insurance are attached in **Exhibit "J"**.

**Section 11.03 Indemnification.** The Recipient shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Recipient under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Recipient, or any third party.

**Section 11.04 Release.** The Recipient assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Recipient's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Recipient, or any third party.

## **Article XII. SUBCONTRACTS**

**Section 12.01** Except for subcontracts to which the federal labor standards requirements apply, Recipient may not subcontract for performances of any obligation required or described in this contract without obtaining City's prior written approval. Recipient shall only subcontract for performance obligations required or described in this contract to which the federal labor standards requirements apply after Recipient has submitted a Subcontractor Eligibility form, as specified by City, for each such proposed subcontract and Recipient has obtained City's prior written approval, based on the information submitted, of Recipient's intent to enter into such proposed subcontract. Recipient, in subcontracting for the performance of any obligation required as described in this contract, expressly understands that in entering into such subcontracts, City is in no way liable to Recipient's subcontractor(s).

**Section 12.02** In no event shall any provision of this Article XII, specifically the requirement that Recipient obtain City's prior written approval of a subcontractor's eligibility, be construed as relieving Recipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this contract, as if such performances rendered were rendered by Recipient. City's approval under Article XII does not constitute adoption, ratification, or acceptance of Recipient's or subcontractor's performance hereunder. City maintains the right to insist upon Recipient's full compliance with the terms of this contract, and by the act of approval under Article XII, City does not waive any rights or remedies which may exist or which may subsequently accrue to City under this contract.

**Section 12.03** Recipient shall comply with all applicable federal, state, and local laws, regulations, and ordinances for making procurement under this contract.

**Section 12.04** Recipient shall submit a subcontractor utilization report prior to beginning work and prior to hiring any additional subcontractors.

### **Article XIII. CONFLICT OF INTEREST**

**Section 13.01** No person who (a) is an employee, agent, consultant, officer or elected or appointed official of City or of any applicant that receives funds and who exercises or has exercised any functions or responsibilities with respect to activities assisted with funds provided under this contract or (b) who is in a position to participate in a decision-making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a HOME assisted activity, or have an interest in any contract, subcontract or contract (or the proceeds thereof) with respect to a HOME assisted activity either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Recipient shall ensure compliance with applicable provisions under 24 CFR Sections 84.40 - 84.48 and OMB Circular A-110 in the procurement of property and services.

### **Article XIV. NONDISCRIMINATION AND SECTARIAN ACTIVITY**

**Section 14.01** Equal Opportunity. Recipient shall ensure that no person shall on the grounds of race, color, religion, sex, handicap, family status, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under this contract. In addition, funds provided under this contract must be made available in accordance with the requirements of Section 3 of the HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 USC 1701u) that:

- (a) To the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of any project assisted with HOME funds provided under this contract be given to low-income persons residing within the general local government area in which the project is located; and
- (b) To the greatest extent feasible, contracts for work to be performed in connection with any such project be awarded to business concerns, including, but not limited to, individuals or firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the same metropolitan area or non-metropolitan City as the project.

**Section 14.02** Religious Organizations. Funds provided under this contract may not be provided to primarily religious organizations, such as churches, for any activity, including secular activities. In

addition, funds provided under this contract may not be used to rehabilitate or construct housing owned by primarily religious organizations, such as churches, for any activity, including secular activities. In addition, funds provided under this contract may not be used to rehabilitate or construct housing owned by primarily religious organizations or to assist primarily religious organizations in acquiring housing. The completed housing project must be used exclusively by the owner entity for secular purposes and must be available to all persons regardless of religion. There must be no religious or membership criteria for tenants of the property as specified under 24 CFR 92.257.

## **Article XV. LEGAL AUTHORITY**

**Section 15.01** Recipient assures and guarantees that Recipient possesses the legal authority to enter into this contract, to receive funds authorized by this contract, and to perform the services Recipient has obligated itself to perform hereunder.

**Section 15.02** The person or persons signing and executing this contract on behalf of Recipient, or representing themselves as signing and executing this contract on behalf of Recipient, do hereby warrant and guarantee that he, she or they have been duly authorized by Recipient to execute this contract on behalf of Recipient and to validly and legally bind Recipient to all terms, performances, and provisions herein set forth.

**Section 15.03** Recipient shall not employ, award contract to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by U.S. Department of Housing and Urban Development. In addition, City shall have the right to suspend or terminate this contract if Recipient is debarred, suspended, proposed for debarment, or ineligible to participate in the HOME Program.

## **Article XVI. LITIGATION AND CLAIMS**

**Section 16.01** Recipient shall give City immediate notice in writing of:

- (a) any action, including any proceeding before an administrative agency, brought or filed against Recipient in connection with this contract; and
- (b) any claim against Recipient, the cost and expense of which Recipient may be entitled to be reimbursed by City.

Except as otherwise directed by City, Recipient shall furnish immediately to City copies of all documents received by Recipient with respect to such action, proceeding, or claim.

## **Article XVII. CHANGES AND AMENDMENTS**

**Section 17.01** Except as specifically provided otherwise in this contract, any alterations, additions, or deletions to the terms of this contract shall be by amendment hereto in writing and executed by both the Parties to this contract.

**Section 17.02** It is understood and agreed by the Parties hereto that any performance under this contract must be rendered in accordance with the Act, the regulations promulgated under the Act, the assurances and certifications made to City by Recipient, and the assurances and certifications made to the United States Department of Housing and Urban Development by the City with regard to the operation of the HOME Program.

**Section 17.03** Any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal or state law or regulations are automatically incorporated into this contract without written amendment hereto, and shall become effective on the date designated by such law or regulations. All other amendments to the contract must be in writing and signed by both Parties, except as provided in paragraphs 17.02 and 17.03.

## **Article XVIII. SUSPENSION**

**Section 18.01** In the event Recipient fails to comply with any term of this contract, City may, upon written notification to Recipient, suspend this contract in whole or in part and withhold further payments to Recipient, and prohibit Recipient from incurring additional obligations of funds under this contract.

## **Article XIX. TERMINATION**

**Section 19.01** The City may terminate this contract in whole or in part, in accordance with 24 CFR 85.43 and this Article or as provided in this contract. In the event Recipient materially fails as determined by City, to comply with any term of this contract, whether stated in a Federal statute or regulation, an assurance, in a City plan or application, a notice of award, or elsewhere, City may take one or more of the following actions:

- (a) Temporarily withhold cash payments pending correction of the deficiency or default by the Recipient.
- (b) Disallow all or part of the cost of the activity or action not in compliance; and require immediate repayment of such disallowed costs.
- (c) Withhold further HOME awards from Recipient.

- (d) Exercise other rights and remedies that may be legally available as determined by the City to comply with the terms of this contract.
- (e) City may terminate this contract for convenience in accordance with 24 CFR 85.44.

## **Article XX. AUDIT**

**Section 20.01** Unless otherwise directed by City, Recipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this contract, subject to the following conditions and limitations:

- (a) Recipient shall have an audit made in accordance with 24 CFR 92.506, THE SINGLE AUDIT ACT OF 1984, 31 U.S.C. 7501 et. seq., and OMB Circular No.133, "AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS", for any of its fiscal years included within the contract Period, in which Recipient receives more than \$300,000.00 in federal financial assistance provided by a federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative contracts, interest subsidies, insurance or direct appropriations, but does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of State and local government;
- (b) At the option of Recipient, each audit required by this Article may cover either Recipient's entire operations or each department, agency, or establishment of Recipient which received, expended, or otherwise administered federal funds;
- (c) Notwithstanding paragraphs 4.01(c) and (d), Recipient shall utilize operating expense funds budgeted under this contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by City under this contract, provided however that City shall not make payment for the cost of such audit services until City has received the complete and final audit report from Recipient;
- (d) Unless otherwise specifically authorized by City in writing, Recipient shall submit the complete and final report of such audit to City within thirty (30) days after completion of the audit, but no later than one (1) year after the end of each fiscal period included within the period of this contract. Audits performed under Subsection A of this Article XX are subject to review and resolution by City or its authorized representative.
- (e) As part of its audit, Recipient shall verify expenditures according to the Budget attached as Exhibit B.

**Section 20.02** Notwithstanding Paragraph 20.01 City reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this contract. Recipient agrees to permit City or its authorized representative to audit Recipient's records and to

obtain any documents, materials, or information necessary to facilitate such audit.

**Section 20.03** Recipient understands and agrees that it shall be liable to City for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this contract. Recipient further understands and agrees that reimbursement to City of such disallowed costs shall be paid by Recipient from funds which were not provided or otherwise made available to Recipient under this contract.

**Section 20.04** Recipient shall take all necessary actions to facilitate the performance of such audit or audits conducted pursuant to this Article XX as City may require of Recipient.

**Section 20.05** All approved HOME audit reports shall be made available for public inspection within 30 days after completion of the audit.

## **Article XXI. ENVIRONMENTAL CLEARANCE REQUIREMENTS**

**Section 21.01** Recipient understands and agrees that by the execution of this contract, City shall assume the responsibilities for environmental review, decision making, and other action which would otherwise apply to City in accordance with and to the extent specified in 24 CFR, PART 58. In accordance with 24 CFR 58.77(b), Recipient further understands and agrees that City shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

**Section 21.02** Funds provided under this contract, may not be obligated and expended before the actions specified in this Article occur.

**Section 21.03** City shall prepare and maintain a written Environmental Review Record for this project in accordance with 24 CFR PART 58 to ensure compliance with the NATIONAL ENVIRONMENTAL POLICY ACT (NEPA). Recipient must also maintain a copy of the Environmental Review Record in Recipient's project file. City must comply with all other applicable environmental requirements as specified in Exhibit D of this contract. City shall document its compliance with such other requirements in its environmental review file.

## **Article XXII. SPECIAL CONDITIONS**

**Section 22.01** City shall not release any funds for any costs incurred by Recipient under this contract until City has received certification from Recipient that its fiscal control and fund accounting procedures are adequate to assure the proper disbursement of and accounting for funds provided under this contract. City shall specify the content and form of such certification.

**Section 22.02** Affordability. Funds provided under this contract must meet the affordability requirement of 24 CFR 92.252 and 24 CFR 92.254 and the HOME rules as applicable. The

affordability period will be 15 years.

**Section 22.03** Repayment. Recipient agrees that all repayments, including all interest and any other return on the investment of HOME funds will be made to City pro-rata. Repayment is due if the unit is not operated in accordance with the affordability requirement.

**Section 22.04** Housing Quality Standards. Recipient shall ensure that all housing assisted with funds provided under this contract shall meet the requirements of 24 CFR 92.251 for the duration of this contract.

**Section 22.05** Affirmative Marketing. Recipient shall adopt Affirmative Marketing procedures and requirements for rental and homebuyer projects containing five (5) or more HOME-assisted housing units. The Affirmative Marketing procedures and requirements shall include, but need not be limited to, those specified in 24 CFR 92.351. City will assess the efforts of the Recipient during the marketing of the units by use of compliance certification. Where a Recipient fails to follow the Affirmative Marketing procedures and requirements, corrective actions shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions the City may deem necessary. Recipient must provide City with an annual assessment of the Affirmative Marketing program of the development if an Affirmative Marketing program is required under this section. The assessment must include:

- (a) Method used to inform the public and potential residents about Federal Fair Housing laws and Affirmative Marketing policy. Recipient's advertising of housing must include the Equal Housing Opportunity logo or statement. Advertising media may include newspaper, radio, television, brochures, leaflets, or signage. Recipient may wish to use community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.
- (b) Records describing actions taken by the Recipient to affirmatively market housing and records to assess the results of these actions. Recipient must maintain a file containing all marketing efforts (i.e. copies of newspapers ad, memos of phone calls, copies of letters) to be available for inspection at least annually by City.
- (c) Recipient shall solicit applications for housing from persons in the housing market who are least likely to apply for housing without benefit of special outreach efforts. In general, persons who are not of the race/ethnicity of the residents of the neighborhood in which the housing is located shall be considered those least likely to apply.
- (d) Recipient shall maintain a listing of all residents residing in each home through the end of the compliance period.
- (e) The Recipient will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps

shall include: Placing qualified small and minority businesses and women's business enterprises on solicitation lists; Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in the preceding paragraph.

**Section 22.06** Enforcement of Affordability. City shall provide a legally enforceable contract consisting of a Land Use Restriction Agreement, containing remedies adequate to enforce the affordability requirements of 24 CFR 92.252, as applicable, for each activity assisted under this contract, to be recorded in the real property records of Brazos County. Funds recaptured because housing no longer meets the affordability requirements under 24 CFR 92.252(a)(5) are subject to the requirements of 24 CFR 92.503.

**Section 22.07** Reversion of Assets. Upon termination of this contract, all funds remaining on hand on the date of termination and all accounts receivable attributable to the use of funds received under this contract shall revert to City. Recipient shall return these assets to City within seven (7) days after the date of termination. This section does not refer to CHDO proceeds from the sale of property.

**Section 22.08** Flood Hazards. Funds provided under this contract may not be used in connection with acquisition, rehabilitation, or construction of a development located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards.

**Section 22.09** Fair Housing. Recipient participating in the HOME program shall use affirmative fair housing marketing practices in determining eligibility and concluding all transactions. These requirements apply to all projects of five (5) or more units. Each participating entity must affirmatively further fair housing in accordance with 24 CFR 92.350.

**Section 22.10** Displacement, Relocation, and Acquisition. Recipient must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this contract. Recipient must comply with the applicable provisions of 24 CFR 92.353.

**Section 22.11** Property Standards. Recipient shall ensure that all housing assisted with funds provided under this contract (1) shall meet the lead-based paint requirements in 24 CFR 92.355 upon project completion and (2) shall meet the requirements of 24 CFR 92.251 for the duration of this contract.

**Section 22.12** Tenant and Participation Protections. Recipient shall ensure that all tenant and

participation protection policies are in accordance with 24 CFR 92.253, and the Recipient shall comply with all other provisions of 24 CFR 92 Subpart F.

**Section 22.13** All documents necessary for the conveyance of real property, pursuant to the contract, must be approved, prior to execution, by the City. (i.e. deeds, notes, Deed of Trust, etc.)

**Section 22.14** Funding under this contract is contingent upon Recipient meeting all terms and conditions of this contract.

**Section 22.15** This contract and the performance hereunder may not be assigned without the express written consent of City.

**Section 22.16** This contract is binding on Recipient's assigns and successors-in-interest.

### **Article XXIII. ORAL AND WRITTEN CONTRACTS**

**Section 23.01** All oral and written contracts between the Parties relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained in this contract.

**Section 23.02** The attachments enumerated and denominated below are hereby made a part of this contract, and constitute promised performances by Recipient in accordance with Article III of this contract.

- (a) Exhibit A. Performance Statement
- (b) Exhibit B. Budget
- (c) Exhibit C. Project Implementation Schedule
- (d) Exhibit D. Applicable Laws and Regulations
- (e) Exhibit E. Certifications
- (f) Exhibit F. HOME Rents
- (g) Exhibit G. Project Compliance Report: Rental Housing Checklist 6-D
- (h) Exhibit H. Financial Summary
- (i) Exhibit I. Project Narrative
- (j) Exhibit J. Insurance Requirements
- (k) Exhibit K. CHDO Proposal

### **Article XXIV. VENUE**

**Section 24.01** For purposes of litigation pursuant to this contract, venue shall be in Brazos County, Texas.

**Article XXV. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

**Section 25.01** Recipient shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders and decrees of any court or administrative body or tribunal related to the activities and performances of contractor under this contract. Upon request by City, Recipient shall furnish satisfactory proof of its compliance herein.

**ELDER-AID, INC.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: President \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY OF COLLEGE STATION**

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

APPROVED:

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

**STATE OF TEXAS**       §  
                                  §  
**COUNTY OF BRAZOS**   §

**ACKNOWLEDGMENT**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, in her capacity as Executive Director of \_\_\_\_\_, a Texas Non-Profit Corporation.

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

**STATE OF TEXAS**       §  
                                  §  
**COUNTY OF BRAZOS**   §

**ACKNOWLEDGMENT**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Kelly Templin, as City Manager of the City of College Station, a Texas municipal corporation, on its behalf.

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

**EXHIBIT A  
PERFORMANCE STATEMENT**

**Elder-Aid, INC.**

Recipient is awarded **THREE HUNDRED EIGHT THOUSAND FOUR HUNDRED ELEVEN AND 00/100, (\$308,411.00), FROM THE FY 2012 (HUD GRANT YEAR 2011) AND FY 2013 (HUD GRANT YEAR 2012) BUDGET.** from the City of College Station HOME Investment Partnerships Program – Community Housing Development Organization (CHDO) set-aside funds. These funds must be used for the acquisition and rehabilitation of the following properties:

Elder-Aid, Inc., is proposing to purchase approximately 4 housing units for the purpose of providing affordable rental units for income eligible and disadvantaged tenants. Elder-Aid intends to target all applicants at or below 60% of the area median income (AMI) and those applicants that are elderly, disabled, or in transition from homelessness.

Elder-Aid will also provide numerous inhouse referrals for case management, transitioning out of poverty, utility assistance, medical referrals and financial budgeting assistance and education.

It is Elder-Aid's intent to purchase the following properties for the Affordable Rental Program. These properties will be located in College Station and available for rent soon after purchase. Elder-Aid will focus more on 2 bedroom units due to the demand by elderly.

Properties for proposed purchase are as follows:

**Duplexs located at:**

**2332-2334 Lodgepole Ct, College Station, 2 bedroom.**

**2329-2331 Lodgepole Ct, College Station, 2 bedroom.**

These properties will be made available for lease to income-eligible households at or below 60% of the Area Median Income.

Recipient shall dedicate all easements required by City, including blanket easements which shall be substituted with as-built easements for all City utilities.

All work must be in compliance with current City of College Station Building Codes. All required permits must be obtained prior to any work commencing. All required inspections must be performed by the City of College Station Building Inspectors.

Recipient must provide written notification of all subcontractors to City.

Within six (6) months from issuance of the Certificate of Occupancy, said HOME unit must be occupied by an eligible resident. Recipient is not prohibited from conducting a background check,

including credit history and criminal history checks.

The project must be completed no later than, **August 13, 2017**.

Upon completion of such construction, Recipient must submit a copy of all valid and eligible expense invoices paid. At that point, the City will have 30 days to review and validate eligible expenses contained in the invoices. Payment by City on valid and eligible invoices shall not exceed the maximums established in Exhibit B, Budgets.

Any and all Program Income as defined by 24 CFR 84.21 must be disbursed by Recipient prior to requesting a disbursement of funds from the City. Proceeds from the sale of properties acquired and rehabilitated under this contract are not to be considered program income but may be retained by the CHDO as allowed under 24 CFR 92.300(a)(2), as CHDO Proceeds. All such proceeds retained by the Recipient must be used for future affordable housing activities within the jurisdictional boundaries of the City of College Station, subject to approval by the City. The City grants the Recipient the right to maintain all project proceeds. All program income, recaptured funds, repaid funds, project proceeds, etc., are subject to this contract.

**EXHIBIT B  
BUDGET**

**ELDER-AID, INC.**

SOURCES OF FUNDS:

Maximum Proceeds of grant under the contract	\$308,411.00
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USES OF FUNDS:

Acquisition,	\$216,500.00
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Rehabilitation & Development Costs	\$63,584.00
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CHDO Developer Fee	\$28,327.00
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**EXHIBIT C**

**PROJECT IMPLEMENTATION SCHEDULE**

CONTRACT START DATE: August 13, 2015

CONTRACT END DATE: August 13, 2017

**PRODUCTION SCHEDULE:**

Month	HOME Amount Expended	# Housing Units Completed	# Housing Units Occupied
August 2015	112,000.00		2
September 2015	10,200.00		2
October 2015	114,700.00	2	4
November 2015	8,000.00		4
December 2015	10,200.00		4
January 2016	9,000.00		4
February 2016	600.00	4	4

## **EXHIBIT D**

### **THE APPLICABLE LAWS AND REGULATIONS**

Recipient shall comply with all federal, state, and local laws and regulations applicable to the activities and performances rendered by Recipient under this contract including but not limited to the laws, and the regulations specified in Section I through VI of this Exhibit D.

#### **I. CIVIL RIGHTS**

THE FAIR HOUSING ACT (42 U.S.C. 3601-20) AND IMPLEMENTING REGULATIONS AT 24 CFR PART 100; EXECUTIVE ORDER 11063, AS AMENDED BY EXECUTIVE ORDER 12259 (3 CFR, 1958-1963 COMP., P. 652 AND 3 CFR, 1980 COMP., P. 307) (EQUAL OPPORTUNITY IN HOUSING) AND IMPLEMENTING REGULATIONS AT 24 CFR, PART 107; AND TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000D) (NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS) AND IMPLEMENTING REGULATIONS ISSUED AT 24 CFR, PART 1;

EXECUTIVE ORDER 11063, AS AMENDED BY EXECUTIVE ORDER 12259, AND 24 CFR PART 107, "NONDISCRIMINATION AND EQUAL OPPORTUNITY IN HOUSING UNDER EXECUTIVE ORDER 11063". THE FAILURE OR REFUSAL OF RECIPIENT TO COMPLY WITH THE REQUIREMENTS OF EXECUTIVE ORDER 11063 OR 24 CFR, PART 107 SHALL BE A PROPER BASIS FOR THE IMPOSITION OF SANCTIONS SPECIFIED IN 24 CFR 107.60;

THE PROHIBITION AGAINST DISCRIMINATION ON THE BASIS OF AGE UNDER THE AGE DISCRIMINATION ACT OF 1975 (42 U.S.C. 6101-07) AND IMPLEMENTING REGULATIONS AT 24 CFR, PART 146, AND THE PROHIBITIONS AGAINST DISCRIMINATION AGAINST HANDICAPPED INDIVIDUALS UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. 794) AND IMPLEMENTING REGULATIONS AT 24 CFR, PART 8;

THE REQUIREMENTS OF EXECUTIVE ORDER 11246 (3 CFR 1964-65, COMP., P. 339) (EQUAL EMPLOYMENT OPPORTUNITY) AND THE IMPLEMENTING REGULATIONS ISSUED AT 41 CFR, CHAPTER 60.

THE REQUIREMENTS OF 24 CFR 92.351 (MINORITY OUTREACH), EXECUTIVE ORDERS 11625 AND 12432 (CONCERNING MINORITY BUSINESS ENTERPRISE), AND 12138 (CONCERNING WOMEN'S BUSINESS ENTERPRISE). CONSISTENT WITH HUD'S RESPONSIBILITIES UNDER THESE ORDERS, RECIPIENT MUST MAKE EFFORTS TO ENCOURAGE THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES IN CONNECTION WITH HOME FUNDED ACTIVITIES. RECIPIENT MUST PRESCRIBE PROCEDURES ACCEPTABLE TO THE CITY TO ESTABLISH ACTIVITIES TO ENSURE THE INCLUSION, TO THE MAXIMUM EXTENT POSSIBLE, OF MINORITIES AND WOMEN, AND ENTITIES OWNED BY MINORITIES AND WOMEN. THE CONTRACTOR / SUBCONTRACTOR WILL BE REQUIRED TO IDENTIFY CONTRACTS WHICH HAVE BEEN BID BY MINORITY OWNED, WOMEN OWNED, AND/OR SMALL DISADVANTAGED BUSINESSES.

THE AGE DISCRIMINATION ACT OF 1975 (42 U.S.C., SECTION 6101 ET SEQ.);

SECTION 504 OF THE REHABILITATION ACT OF 1973 (29 U.S.C., SECTION 794) AND "NONDISCRIMINATION BASED ON HANDICAP IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT", 24 CFR, PART 8. BY SIGNING THIS CONTRACT, RECIPIENT UNDERSTANDS AND AGREES THAT THE ACTIVITIES FUNDED HEREIN SHALL BE OPERATED IN ACCORDANCE WITH 24 CFR, PART 8; AND THE ARCHITECTURAL BARRIERS ACT OF 1968 (42 U.S.C., SECTION 4151 ET. SEQ.) INCLUDING THE USE OF A TELECOMMUNICATIONS DEVICE FOR DEAF PERSONS (TDDs) OR EQUALLY EFFECTIVE COMMUNICATION SYSTEM.

## **II. LEAD-BASED PAINT**

TITLE IV OF THE LEAD-BASED PAINT POISONING PREVENTION ACT (42 U.S.C. SEC. 4831).

## **III. ENVIRONMENTAL STANDARDS**

NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 (42 U.S.C. SEC. 4321 ET. SEQ.) AND 40 CFR PARTS 1500-1508;

THE NATIONAL HISTORIC PRESERVATION ACT OF 1966 (16 U.S.C. SEC. 470 ET. SEQ.) AS AMENDED; PARTICULARLY SECTION 106 (16 U.S.C. SEC. 470F);

EXECUTIVE ORDER 11593, PROTECTION AND ENHANCEMENT OF THE CULTURAL ENVIRONMENT, MAY 13, 1971 (36 FED. REG. 8921), PARTICULARLY SECTION 2(C);

THE RESERVOIR SALVAGE ACT OF 1960 (16 U.S.C. SEC. 469 ET SEQ.). PARTICULARLY SECTION 3 (16 U.S.C. SEC. 469A-1), AS AMENDED BY THE ARCHEOLOGICAL AND HISTORIC PRESERVATION ACT OF 1974; FLOOD DISASTER PROTECTION ACT OF 1973, (42 U.S.C. SEC. 4001 ET. SEQ.) AS AMENDED, PARTICULARLY SECTIONS 102(A) AND 202(A) (42 U.S.C. SEC. 4012A (A) AND SEC. 4106(A);

EXECUTIVE ORDER 11988, FLOODPLAIN MANAGEMENT, MAY 24, 1977 (42 FED. REG. 26951), PARTICULARLY SECTION 2(A).

EXECUTIVE ORDER 11990 PROTECTION OF WETLANDS, MAY 24, 1977 (42 FED. REG. 26961), PARTICULARLY SECTIONS 2 AND 5.

THE SAFE DRINKING WATER ACT OF 1974, (42 U.S.C. SEC. 201, 300(F) ET SEQ.) AND (21 U.S.C. SEC. 349) AS AMENDED, PARTICULARLY SECTION 1424(E) (42 U.S.C. SEC. 300H-303(E);

THE ENDANGERED SPECIES ACT OF 1973, (16 U.S.C. SEC. 1531 ET. SQ.) AS AMENDED, PARTICULARLY SECTION 7 (16 U.S.C. SEC. 1536);

THE WILD AND SCENIC RIVERS ACT OF 1968, (16 U.S.C. SEC. 1271 ET SEQ.) AS AMENDED,

PARTICULARLY SECTION 7(B) AND (C)(16 U.S.C. SEC. 1278(B) AND (C));

THE CLEAN AIR ACT (41 U.S.C. SEC. 7401 ET SEQ.) AS AMENDED, PARTICULARLY SECTION 176(C) AND (D) (42 U.S.C. SEC. 7506(C) AND (D));

FARMLANDS PROTECTION AND POLICY ACT OF 1981, (7 U.S.C. SEC. 4201 ET SEQ.);

24 CFR PART 51, ENVIRONMENTAL CRITERIA AND STANDARDS.

**IV. ACQUISITION/RELOCATION**

THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (42 U.S.C., SEC. 4601 ET. SEQ.), 49 CFR PART 24, AND 24 CFR SECTION 570.496A (55 FED. REG. 29309 (JULY 18, 1990)).

**V. LABOR REQUIREMENTS**

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, AS AMENDED (40 USC 327-333);

COPELAND (ANTI-KICKBACK) ACT (40 USC 276C);

FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED (29 USC 201, ET. SEQ.).

**VI. SECTION 3 CLAUSE**

ALL SECTION 3 COVERED CONTRACTS MUST INCLUDE THE FOLLOWING CLAUSE:

A. THE WORK TO BE PERFORMED UNDER THIS CONTRACT IS SUBJECT TO THE REQUIREMENTS OF SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED, 12 U.S.C. 1701U (SECTION 3). THE PURPOSE OF SECTION 3 IS TO ENSURE THAT EMPLOYMENT AND OTHER ECONOMIC OPPORTUNITIES GENERATED BY HUD ASSISTANCE OR HUD-ASSISTED PROJECTS COVERED BY SECTION 3, SHALL, TO THE GREATEST EXTENT FEASIBLE, BE DIRECTED TO LOW- AND VERY LOW-INCOME PERSONS, PARTICULARLY PERSONS WHO ARE RECIPIENTS OF HUD ASSISTANCE FOR HOUSING.

B. THE PARTIES TO THIS CONTRACT AGREE TO COMPLY WITH HUD'S REGULATIONS IN 24 CFR PART 135, WHICH IMPLEMENT SECTION 3. AS EVIDENCED BY THEIR EXECUTION OF THIS CONTRACT, THE PARTIES TO THIS CONTRACT CERTIFY THAT THEY ARE UNDER NO CONTRACTUAL OR OTHER IMPEDIMENT THAT WOULD PREVENT THEM FROM COMPLYING WITH THE PART 135 REGULATIONS.

C. THE CONTRACTOR AGREES TO SEND TO EACH LABOR ORGANIZATION OR REPRESENTATIVE OF WORKERS WITH WHICH THE CONTRACTOR HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER UNDERSTANDING, IF ANY, A NOTICE ADVISING THE LABOR ORGANIZATION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS SECTION 3 CLAUSE, AND WILL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AT THE WORK SITE WHERE BOTH EMPLOYEES

AND APPLICANTS FOR TRAINING AND EMPLOYMENT POSITIONS CAN SEE THE NOTICE. THE NOTICE SHALL DESCRIBE THE SECTION 3 PREFERENCE, SHALL SET FORTH MINIMUM NUMBER AND JOB TITLES SUBJECT TO HIRE, AVAILABILITY OF APPRENTICESHIP AND TRAINING POSITIONS, THE QUALIFICATIONS FOR EACH; AND THE NAME AND LOCATION OF THE PERSON(S) TAKING APPLICATIONS FOR EACH OF THE POSITIONS; AND THE ANTICIPATED DATE THE WORK SHALL BEGIN.

D. THE CONTRACTOR AGREES TO INCLUDE THIS SECTION 3 CLAUSE IN EVERY SUBCONTRACT SUBJECT TO COMPLIANCE WITH REGULATIONS IN 24 CFR PART 135, AND AGREES TO TAKE APPROPRIATE ACTION, AS PROVIDED IN AN APPLICABLE PROVISION OF THE SUBCONTRACT OR IN THIS SECTION 3 CLAUSE, UPON A FINDING THAT THE SUBCONTRACTOR IS IN VIOLATION OF THE REGULATIONS IN 24 CFR PART 135. THE CONTRACTOR WILL NOT SUBCONTRACT WITH ANY SUBCONTRACTOR WHERE THE CONTRACTOR HAS NOTICE OR KNOWLEDGE THAT THE SUBCONTRACTOR HAS BEEN FOUND IN VIOLATION OF THE REGULATIONS IN 24 CFR PART 135.

E. THE CONTRACTOR WILL CERTIFY THAT ANY VACANT EMPLOYMENT POSITIONS, INCLUDING TRAINING POSITIONS, THAT ARE FILLED (1) AFTER THE CONTRACTOR IS SELECTED BUT BEFORE THE CONTRACT IS EXECUTED, AND (2) WITH PERSONS OTHER THAN THOSE TO WHOM THE REGULATIONS OF 24 CFR PART 135 REQUIRE EMPLOYMENT OPPORTUNITIES TO BE DIRECTED, WERE NOT FILLED TO CIRCUMVENT THE CONTRACTOR'S OBLIGATIONS UNDER 24 CFR PART 135.

F. NONCOMPLIANCE WITH HUD'S REGULATIONS IN 24 CFR PART 135 MAY RESULT IN SANCTIONS, TERMINATION OF THIS CONTRACT FOR DEFAULT, AND DEBARMENT OR SUSPENSION FROM FUTURE HUD ASSISTED CONTRACTS.

G. WITH RESPECT TO WORK PERFORMED IN CONNECTION WITH SECTION 3 COVERED INDIAN HOUSING ASSISTANCE, SECTION 7(B) OF THE INDIAN SELF-DETERMINATION AND EDUCATION ASSISTANCE ACT (25 U.S.C. 450E) ALSO APPLIES TO THE WORK TO BE PERFORMED UNDER THIS CONTRACT. SECTION 7(B) REQUIRES THAT TO THE GREATEST EXTENT FEASIBLE (I) PREFERENCE AND OPPORTUNITIES FOR TRAINING AND EMPLOYMENT SHALL BE GIVEN TO INDIANS, AND (II) PREFERENCE IN THE AWARD OF CONTRACTS AND SUBCONTRACTS SHALL BE GIVEN TO INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES. PARTIES TO THIS CONTRACT THAT ARE SUBJECT TO THE PROVISIONS OF SECTION 3 AND SECTION 7(B) AGREE TO COMPLY WITH SECTION 3 TO THE MAXIMUM EXTENT FEASIBLE, BUT NOT IN DEROGATION OF COMPLIANCE WITH SECTION 7(B).

**EXHIBIT E**

**CERTIFICATION REGARDING LOBBYING FOR  
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certified, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is material representation of fact which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed: BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
James Thomas  
President  
**ELDER-AID, INC.**

**EXHIBIT F**  
**HOME Rents**  
**College Station – Bryan MSA**  
**Effective June 1, 2015**

	<b>Program</b>	<b>Efficiency</b>	<b>1 BR</b>	<b>2 BR</b>	<b>3 BR</b>	<b>4 BR</b>	<b>5 BR</b>	<b>6 BR</b>
	Low HOME Rent	\$533	\$571	\$686	\$791	\$883	\$975	\$1,065
	High HOME Rent	\$647	\$651	\$803	\$996	\$1,091	\$1,186	\$1,280
	Fair Market Rent	\$647	\$651	\$803	\$1,161	\$1,392	\$1,601	\$1,810
	50% Rent Limit	\$533	\$571	\$686	\$791	\$883	\$975	\$1,065
	65% Rent Limit	\$674	\$723	\$869	\$996	\$1,091	\$1,186	\$1,280



**EXHIBIT H**

<b>Revenue Source</b>	<b>FY __ Estimate</b>	<b>FY ___ Actual</b>
Rental Income		
<b>Total Rental Income</b>		

<b>Expenses Account</b>		
Personnel:		
Gross Salaries		
Benefits		
Payroll Taxes		
Operations:		
Auto Expense		
Insurance		
Office Supplies		
Postage		
Professional Fees		
Printing		
Rent		
Repairs/Maintenance		
Telephone		
Travel/Training		
Utilities		
Other (Please Specify)		
<b>Total Operating Expenses</b>		
Surplus (Deficit)		
Income/Expenses		

**EXHIBIT I  
PROGRAM NARRATIVE**

<b>Reporting Dates:</b>	
Total Units:	
# Occupied:	
# Vacant:	
# of Skips during year:	
# Evictions during year:	
# of Applications Processed:	
# of Applications Denied:	
# Leases Pending:	
# Lease Renewals:	
# of Turn-overs	
Marketing Efforts:	
Other:	

## **EXHIBIT J**

### **INSURANCE REQUIREMENTS**

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

#### **I. Standard Insurance Policies Required:**

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

#### **II. General Requirements Applicable to All Policies:**

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

#### **III. Commercial General Liability**

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

contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

**IV. Business Automobile Liability**

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

**V. Workers’ Compensation Insurance**

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

**EXHIBIT K**

**2015  
Community Housing Development Organization (CHDO)  
Proposal for Funding**

**General Information**

Agency: Elder-Aid, Inc.	Date Submitted: July 15, 2015
Name of Proposal Writer: Lisa Guest	Position: Executive Director
Contact Person: Lisa Guest	E-Mail Address: lguest@elderaidbcs.org
Mailing Address: 307 S. Main St., Suite #202	Street Address: same
Contact Phone: 979-823-5127	Fax Number: 979-823-5119
Agency Fiscal Year: January 1 – December 31, 2015	

**Summary of Funding Request**

Project Type	Total No. of Units or Households	No. of HOME-Asst'd Units	Amount Requested	Matching Funds	Other Sources	Total Project Cost	% of HOME Investment
Rentals	<b>4</b>	<b>4</b>	<b>308,411</b>			<b>308,411</b>	<b>100%</b>

## Part One: Agency Information

### Part 1A Non-Profit Status & Board Members:

a.	1. How many members are on the Board?	8
	2. How many Board seats are mandatory (i.e., required by a grant or your charter?)	3
	3. Does the agency have an annual Board orientation? If not, why?	A board orientation is only held when new board members are elected. Two new board members were elected in May so we are planning an orientation for late August or early September.
	4. What are the Board terms?	1 year
	5. How many consecutive terms can a member serve?	No term limits.
	6. Are the Board seats staggered (i.e., does half of the Board have their seat up for renewal in one year, and the other half the next year, etc.)?	No
	7. How often does the Board meet?	Monthly
	8. What is the average attendance?	90%
	9. Are there repercussions for too many missed meetings? Explain.	Yes, two unexcused absences constitute a voluntary resignation.

b. Is your agency incorporated as a non-profit organization under the laws of the State of Texas? If so, date of incorporation: June 18, 1998

c. Is your agency tax exempt under Internal Revenue code Section 501(c)(3)?  
 Yes     No

### Part 1B: Staff Development Experience

a.

**staff classification and documentation:** Provide staff information (including job title/duties) and indicate the number of paid full-time and paid part-time employees. Include payroll report and résumé for listed employees.

- ♦ See CHDO application package submitted January 8, 2015, Section 25, Staff Job Descriptions and Section 27, Staff Résumés.

- ♦ 1 full-time employee effective May 2015 – Lisa Guest, Executive Director and 1 part-time employee effective August 2014 – Kim Evans, Community Liaison. Attached is Elder-Aid’s most recent payroll.
  - ♦ At this time, Elder-Aid does not employ contract workers in any development or administrative roles within the organization or the CHDO program.
- b. **Relevant development experience:** Provide details regarding staff experience for both homeownership and rental development projects (acquisition, rehabilitation/construction, ownership/operation of housing). Indicate previous experience with CHDO projects, if applicable.
- ♦ See CHDO application package submitted January 8, 2015, Section 23, Home Contract and Affordability Terms for Elder-Aid’s current portfolio. Of the 19 homes listed, affordability terms have expired for 1003 & 1005 Commerce, as well as 1004 Holt. The purchase of the 1139 Bittle home involved no HOME funds.
  - ♦ Lisa Guest, Executive Director, has been employed with Elder-Aid since 2011 and in that time she has been involved in the property acquisition and construction of six homes and the rehabilitation of 1139 Bittle Lane.
  - ♦ All Elder-Aid homes are rentals. Elder-Aid has never been involved in CHDO homeownership developments since the organization serves low-income elderly individuals who are often in poor health with poor credit and limited income. These circumstances make them ineligible for loans to purchase homes and unable to maintain or repair their homes.

Part 1C: Developer Capacity

- a. **Past and current performance:** Provide information on past HOME, CHDO and/or other real estate development activities. Explain the capacity of the organization to take on this additional activity with regard to existing projects.
- ♦ See CHDO application package submitted January 8, 2015, Section 28, Letter of Recommendation from the City of Bryan.
  - ♦ With the completion of 1012 & 1014 Bittle Lane projects, Elder-Aid has fulfilled all obligations to the City of Bryan HOME projects and has no other Bryan CHDO projects under development and will have the ability to manage the Lodgepole project without adversely affecting other programs.
  - ♦ Many of Elder-Aid’s current Board of Directors are long-standing members. As a matter of fact, Jim Thomas, Kirk Brown, and Jim Davis, along with Elder-Aid founder, Sara Loeppert, were instrumental in acquiring three

donated houses from Texas A&M that became Elder-Aid's first CHDO rehabilitation projects. These houses were due to be demolished, until Jim Thomas and Kirk Brown saw how a little money and a lot of hard work could impact an elderly person's life.

- ◆ Since then, Elder-Aid's Board of Directors have overseen the construction of 15 additional houses, including the most recent projects, 1012 & 1014 Bittle Lane. Rehabilitation of the proposed Lodgepole Circle property involves much less work than building a house from scratch and should not tax the organization's capacity.

b. **Organization/management structure:** Explain how the current corporation structure supports housing development activities. Does the current management have the ability to manage additional development activities? Indicate what policies and procedures are in place to govern development activities.

- ◆ Elder-Aid is in the process of defining policies and procedures that address HOME and CHDO development activities and its corporate lines of authority.
- ◆ From Elder-Aid's very first CHDO project in 1998, board members Kirk Brown, Jim Thomas, and Jim Davis have been and continue to be central figures in assessing and determining appropriate CHDO projects for the organization. Although not paid staff, collectively these three men have more than 50 years of CHDO rehabilitation and construction experience. These men were instrumental in assessing and recommending Elder-Aid move forward with the Lodgepole Circle Project and will take the lead roles in ensuring that the necessary rehabilitation is completed according to city codes and regulations and in a timely manner.
- ◆ As evidenced by Elder-Aid's past CHDO experience, the organization is more than qualified to support housing development activities in the City of College Station and will not require a secondary organizational structure for future projects within the College Station area. Due to the limited funding available for HOME housing projects each year, there is no need to separate Elder-Aid's housing development program from its other programs.

c. **Staff/Board capacity and skills:** Describe staff capacity to manage the proposed project. Include strengths/weaknesses/opportunities for growth relating to property management, design and construction management, and marketing and intake. Also discuss the roles of the Board and its relationship to staff.

- ♦ See CHDO application package submitted January 8, 2015, Section 17, Elder-Aid Organizational Chart for corporate chain of command and Section 26, CHDO Management and Planning Certificate.
  - ♦ Elder-Aid's current Executive Director began in 2011 with little knowledge regarding CHDO operations or regulations. Since then, she has become well versed in all CHDO management and planning, demonstrating that she is able to adapt to its changing regulations and is dedicated to quickly but efficiently learn new skills pertaining to HOME projects.
  - ♦ Without Lisa's initiative to better Elder-Aid, she would not have located and completed the CHDO Management and Planning Certification, a 15-week online certification course, of which Elder-Aid was one of only 30 participants selected nation-wide. Also, Lisa Guest attended the July 2014 Houston CHDO Workshop: Understanding the 2013 HOME Final Rule to ensure Elder-Aid remains current with the new rules and regulations.
- d. **Development team capacity:** Explain how the development team roles are defined. Include prior experience working together on previous projects.
- ♦ See CHDO application submitted January 8, 2015, Section 22, Board Expertise and Skills; Section 23, HOME Contract and Affordability Terms; and Section 26, CHDO Management and Planning Certificate.
  - ♦ As outlined throughout this document Elder-Aid has established itself as a strong organization with the proven experience and ability to become a successful and valued CHDO for the College Station Community Development Services Department. Elder-Aid's Executive Director is a self-learner with the initiative and research skills to educate herself on any topic and will go to great lengths to obtain the knowledge required.
  - ♦ Elder-Aid's Construction Committee includes Lisa Guest, Jim Davis, Kirk Brown, and Jim Thomas. Lisa and the other members of the committee have worked together since 2011 and in that time Elder-Aid has constructed six houses and rehabbed one house at 1139 Bittle Lane. The team is well organized and capable of making use of large numbers of community volunteers to help keep costs down.

Part 1D: Fiscal Soundness

- a. **Financial Management:** Discuss budgeting operations, internal controls, and financial reporting measures for the organization.
- ♦ See CHDO Application, submitted January 8, 2015, Section 9, Affidavit of Financial Standard; Sections 11-13, Annual Audits; Section 14, Annual Budget 2014; Section 15, Balance Sheet as of October 31, 2014; Section 16,

P&L Statement as of October 31, 2014; Section 21, Monthly BOD Meeting Dates and Minutes; Section 24, AHP Monthly Property Statement; and Section 31, Financial Procedures.

- ◆ The above documents demonstrate Elder-Aid's ability to manage all aspects of financial management for the organization.
  - ◆ Elder-Aid's monthly rental income maintains a stable funding base for the organization, while additional income from grants and donations are used to fund client assistance programs. Unless specified otherwise, 100% of all donations are allocated to client assistance. These funds can be used to pay for home repairs, utilities, medications, and other needs clients may request. The Board of Directors reviews all undesignated donations before approving its allocation.
  - ◆ The only time Elder-Aid has experienced cash flow issues is during CHDO construction projects due to the time constraints of paying invoices, waiting for checks to be paid and posted so that copies can be printed, and the time between submitting CHDO invoices and waiting to receive payment from the city.
  - ◆ To avoid cash flow issues, Elder-Aid has obtained an unsecured line of credit with Prosperity Bank that will cover the gap between expenditures and City of College CHDO reimbursements.
  - ◆ As demonstrated in this application and the above documents, Elder-Aid has demonstrated its ability to manage income and expenses in a conservative manner to ensure sufficient funds remain available.
- b. **Audit:** Indicate if the organization has an annual audit. Provide a copy of the most recent annual audit.
- ◆ See CHDO Application, submitted January 8, 2015, Sections 11, 12, and 13 for annual audit results.
  - ◆ Due to the expense of external audits, Elder-Aid's policy requires the Treasurer to perform annual internal audits and every third year an external audit is conducted by a third-party accounting firm. An external audit was conducted by Thompson, Derrig & Craig, CPA in 2012. An internal audit was conducted in 2013 and will be performed for 2014 by the Board of Director Treasurer.
  - ◆ Of the past audits conducted there were no negative findings that needed to be addressed.

- c. **Financial stability:** Explain whether the organization maintains a stable funding base for operations and offers sufficient funds to carry out current and proposed activities.
- ◆ Elder-Aid has been a CHDO with the City of Bryan since 1998 and has demonstrated their ability to construct, oversee, and manage its projects and homes. Financially Elder-Aid is able to maintain and repair all homes when the need arises. Each budget year, Elder-Aid assesses the current status of all homes to determine repairs and maintenance that will be needed. In recent years Elder-Aid replaced four central AC units and two roofs on older properties, as well as the rehabilitation of 1139 Bittle, a property that was purchased using no CHDO funds.
  - ◆ Elder-Aid currently has 19 homes in its portfolio and all homes are in pristine physical and financial condition. Rental income is more than adequate to support both planned and unplanned expenses that may arise during the fiscal year, as well as maintaining appropriate property and liability insurance on all houses.

Part 1E: Community Relations

- a. **Community support:** Discuss the organization's relationship to the local community, with consideration given to the proposed project. Also indicate relationships with local government and lenders.
- ◆ See CHDO Application, submitted January 8, 2015, Section 30, Public Input Resolution.
  - ◆ Elder-Aid has been building CHDO houses since 1998 and as a result has strong ties with the local community through programs such as home repairs, utility assistance, transportation, and housing. In regards to NIMBY, due to the state of the City of Bryan property values, Elder-Aid has not experienced opposition to the construction of its homes. In fact, Elder-Aid has seen some neighbors upgrade their homes after the organization built new homes in their neighborhood.
  - ◆ As for the College Station area, Elder-Aid does not foresee opposition to the Lodgepole Circle Project since the organization will be rehabbing an existing property, which will add value to the neighborhood. Current tenants will be allowed to remain in their homes, but will be required to sign a new one-year lease per HUD/Brazos Valley Council of Governments Voucher program requirements.
  - ◆ Elder-Aid's Corporate Board of Directors' Resolution dated June 6, 2007 established a formal process for community members and potential opponents to express their needs and concerns.

- ◆ Elder-Aid has built a strong relationship with the City of Bryan, in which their support has been proven through the commitment of HOME funds for 18 Elder-Aid homes over 17 years.
- ◆ Elder-Aid board of directors are committed to helping the elderly and when funds have been short to build homes, board members have committed personal funds to make projects happen.
- ◆ The Board of Directors passed a resolution to establish a line of credit at Prosperity Bank, which will permit the organization to move forward with the purchase of this property. See Resolution dated, June 17, 2015.

*End of Agency Information*

## Part Two: Project Information

### Part 2A: Narrative

Provide a brief narrative description of your project(s).

- ◆ Elder-Aid intends to purchase two duplexes located at 3329 – 3331 and 3332 - 3334 Lodgepole Circle.

### Part 2B: Activity Type

a. Is the proposed project an eligible CHDO set-aside activity?

Yes       No

b. Please select the activities that best relate to your project (s)

- |   |  |
|---|--|
| <input type="checkbox"/> Homebuyer Activity         | <input type="checkbox"/> Acquisition and New Construction          |
| <input checked="" type="checkbox"/> Rental Activity | <input checked="" type="checkbox"/> Acquisition and Rehabilitation |
| <input type="checkbox"/> Acquisition only           | <input type="checkbox"/> Mixed Use – Retail/Residential            |
| <input type="checkbox"/> Construction only          | <input type="checkbox"/> Other                                     |

### Part 2C: Project Location

All projects must be located within the city limits of College Station. Is the project located in College Station?

Yes       No

### Part 2D: Market Analysis

a. Develop a brief need statement that clearly states the purpose for the project. Discuss the causes of the problem, the resulting need within the community, and the significance of the project to the beneficiaries of the community.

- ◆ The purchase of the two Lodgepole duplexes will eventually serve Elder-Aid's mission by providing safe and affordable housing for four low-income elderly tenants. During the past four years, Elder-Aid has had numerous requests for affordable housing in the College Station area. Due to the high cost and limited availability of land in College Station, Elder-Aid has been unable to purchase and construct a traditional Elder-Aid home, which is a small one-bedroom, one bathroom home.
- ◆ The proposed Lodgepole project is located in an ideal neighborhood with close access to stores and services. As part of the project we will improve the property, which will benefit other tenants and land owners in the neighborhood.

b. Affirmative Marketing Activities: Outline the proposed marketing plan (*Homeownership and Rental Housing projects only*) such that it describe the methods for informing the public, owners, and potential tenants about federal fair housing laws. Describe procedures to be used to inform and solicit applications for persons in the housing market area who are not likely to apply for housing without special outreach.

Applicant records must describe actions to be taken to affirmatively market units and assess the results of those actions.

- ◆ Elder-Aid has experience in locating low-income elderly tenants for our homes. As part of programs, Elder-Aid has a volunteer caseworker that counsels many elderly, low-income families, some which are living in deplorable housing, or in some cases, are homeless and living in shelters or with relatives.
- ◆ Elder-Aid maintains a waiting list of low-income elderly clients who need safe and affordable housing and who qualify both in terms of age and income. These clients are given priority for rental of a new or vacant home. Should the waiting list not have a suitable candidate, Elder-Aid works through our property management company, At Home Properties, as well as notifying and advertising with the Brazos Valley Council of Governments Housing Assistance Voucher Program. Elder-Aid also networks with other public service agencies including 211, Adult Protective Services, and Twin City Mission to obtain referrals of low-income elderly in need of housing. If needed, advertisements have been placed in The Eagle to locate prospective tenants.

c. Targeted Income Group

Indicate the number of units or households to be served in each Target Population.

Target Population	Number of Units or Households
0-30% of the Area Median Income	2
31-50% of the Area Median Income	2
51-60% of the Area Median Income	
61-80% of the Area Median Income	
Market rate income	
<b>Total</b>	4

d. Special Needs Population

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Elderly    | <input type="checkbox"/> Developmentally Disabled                |
| <input type="checkbox"/> Frail Elderly         | <input type="checkbox"/> Persons w/HIV/AIDS                      |
| <input type="checkbox"/> Severe Mental Illness | <input type="checkbox"/> Persons w/Alcohol/Other Drug Addictions |
| <input type="checkbox"/> Physically Disabled   | <input type="checkbox"/> Victims of Domestic Violence            |
| <input type="checkbox"/> Other                 |  |

Part 2E Project Development Details:

a. Do you have site control? (Or Option Contract executed if applying to acquire)

- Yes (Date acquired: \_\_\_\_\_) No

*If no, explain how you intend to secure site control prior to the start of this project.*

- b. Will your project involve temporary or permanent relocation of residents or businesses?  
 Yes  No
- c. Will your project involve the construction or rehabilitation of 12 or more HOME-assisted units?  
 Yes  No
- d. Provide a brief description of the following information.
- Property Analysis
    - property description, including amenities and unit features
      - ◆ Duplex #1: 3329 & 3331 Lodgepole Circle is an existing duplex with 2 bedrooms per unit. Each unit is approximately 750 square feet and includes central air conditioning with gas heat, stove, refrigerator, and siding exterior.
      - ◆ Duplex #2: 3332 & 3334 Lodgepole Circle is an existing duplex. Each side is a 2-bedroom unit of approximately 750 square feet. Each unit includes central air conditioning with gas heat, appliances including washer/dryer, and stucco exterior.
        - current property condition/inspection
      - ◆ Duplex #1: 3329 & 3331 Lodgepole Circle is nearly 30 years old but has not been well maintained. The exterior siding will require replacement, the windows and sliding glass door are old and not energy efficient. Attic insulation is not up to current standards. The kitchen will be remodeled to include a stackable washer and dryer in each unit.
      - ◆ Duplex #2: 3332 & 3334 Lodgepole Circle is nearly 30 years old but has been well maintained. The exterior is painted and in good condition. The windows and sliding glass door are old and not energy efficient. Attic insulation is not up to current standards.
        - appraisal information. provide a statement and include as an attachment a recent property appraisal, if available.
    - ◆ No property appraisal is available at this time for either duplex.

- ◆ Current property tax assessments value 3329 & 3331 Lodgepole Circle at \$104,790 and 3332 & 3334 Lodgepole at \$111,100 based on the Brazos Central Appraisal District values for 2015.
  - Proposed Improvements to Property
- ◆ Both duplexes:
  - Replace windows with energy efficient low E, double pane, vinyl windows.
  - Replace sliding glass door with energy efficient unit.
  - Add blown in insulation to the attic to meet current codes and regulations.
  - Replace central AC/heat with energy efficient SEER 14 or greater unit with natural gas heating.
  - Construct a storage shed in the back yard of each unit for outside storage of lawn mowers, gas cans and other similar tools and equipment that should not be kept in the home.
- ◆ 3329 & 3331 Lodgepole Circle:
  - Replace damaged and missing siding
  - Remodel kitchen to include space for a stackable washer and dryer.
- e. Indicate the number of HOME-assisted and market rate units and the proposed monthly rent/sales price by the following bedroom sizes.

Bedroom Size	HOME-assisted	Market	Proposed monthly rent or sales price for unit
0			
1			
2	4	803.00	596.00
3			
4			
Other			
<b>Total</b>	4	3,212.00	2,384.00

**Part 2F Project Development Timeline:**

- a. Describe the project timeline from acquisition through final sale or lease of units. Include the following, as applicable:
  - timelines for the entire project and each phase;
  - flow of all activities; and
  - recruitment/marketing plan for potential residents/home buyers.

- ◆ Duplex #1: 3329 & 3331 Lodgepole Circle is currently under contract with anticipated closing date of October 31,2015. Upgrades to the units will completed by February 15, 2016.
- ◆ Duplex #2: 3332 & 3334 Lodgepole Circle is currently under contract with an anticipated mid September 2015 closing date. Upgrades to the units will be completed by October 31, 2015.
- ◆ Current tenants, in both duplexes, will have the option to remain in the upgraded units and sign a new lease with Elder-Aid per HUD requirements.

b. Production Schedule: Please complete the following schedule.

Month	HOME Amount Expended	# Housing Units Completed	# Housing Units Occupied
August 2015	112,000.00		2
September 2015	10,200.00		2
October 2015	114,700.00	2	4
November 2015	8,000.00		4
December 2015	10,200.00		4
January 2016	9,000.00		4
February 2016	600.00	4	4

*End of Project Information*  
**Part Three: Financial Information**

Part 3A: Budget Expense Detail

Complete the development budget expense detail for pre-acquisition through construction. Do not include operating revenues or expenses other than for initial reserves.

Development Budget Cost Items	Amount
<b>Acquisition Costs</b>	
Land	\$
Existing Structures	\$
Other Acquisition Costs: 3332 & 3334 Lodgepole Circle duplex	\$ 216,500.00
<b>Site Work Costs</b>	
Demolition/Clearance	\$

Site Remediation	\$
Improvements: construct small sheds for storage	\$
Other Site Work Costs	\$
<b>Construction / Rehabilitation Costs (construction contract costs)</b>	
Other Site Work	\$
New Construction	\$
Rehabilitation	\$ 38,000.00
General Requirements	\$
Performance & Payment Bond Premiums	\$
Construction Contingency	\$
Other Construction / Rehabilitation Costs	\$
Lead Abatement	
<b>Architectural and Engineering Fees</b>	
Architect Fee -- Design	\$
Architect Fee -- Construction Supervision	\$
Engineering Fees	\$
Other Architectural and Engineering Fees	\$
<b>Other Owner Costs</b>	
Project Consultant Fees	\$
Legal and Organizational Expenses	\$
Syndication Fees (If utilizing Housing Tax Credits)	\$
Market Study	\$
Survey	\$ 1,500.00
Appraisal Fees	\$
Soil Boring/Environmental Survey/Lead-Based Paint Evaluation	\$

Tap Fees and Impact Fees	\$
Permitting Fees	\$
Real Estate Attorney Fees	\$ 800.00
Construction Loan Legal Fees	\$
Other Owner Costs: interest on interim loan	\$ 948.00
Tenant Relocation Costs	\$
<b>Project Administration and Management Costs</b>	
Developer fee	\$ 28,327.00
Initial Rent Up Reserves	\$ 8,000.00
Initial Operating Reserves	\$ 3,000.00
Marketing/Management	\$
Operating Expenses	\$ 5,670.00
Taxes	\$ 1,000.00
Insurance	\$ 3,000.00
Other Project Administration & Management Costs: lease fees	\$ 1,192.00
<b>Total Development Costs</b>	<b>\$ 308,411.00</b>

Part 3B: Development Operating Revenue Budget (Rental Development)

For rental developments, complete the table for each unit type rent. Utilize the published HOME rents and applicable utility allowances attached.

Figures on this chart, calculated based on the 2015

<b>Rental Unit Characteristics</b>						
High HOME Units: Capped at 60% AMI Low HOME Units Capped at 50% AMI (Low HOME required for 20% of units if total units greater than 5.	Number of Units	Gross HOME Rent, per unit, per month	Monthly Utility Allowance (Compute from Utility Allowance Table)	Net Rent After Utilities, per unit, per month	Monthly Rent After Utilities	Annual Rent After Utilities (Monthly Rent After Utilities x No. Units Each Type X 12)
0 BR High HOME Units		\$	\$	\$	\$	\$
0 BR Low HOME Units		\$	\$	\$	\$	\$
0 BR Market Rate Units		\$	\$	\$	\$	\$
1 BR High HOME Units		\$	\$	\$	\$	\$
1 BR Low HOME Units		\$	\$	\$	\$	\$
1 BR Market Rate Units		\$	\$	\$	\$	\$
2 BR High HOME Units	4	\$803.00	\$207.00	\$596.00	\$596.00	\$28,608.00
2 BR Low HOME Units		\$	\$	\$	\$	\$
2 BR Market Rate Units		\$	\$	\$	\$	\$
3 BR High HOME Units		\$	\$	\$	\$	\$
3 BR Low HOME Units		\$	\$	\$	\$	\$
3 BR Market Rate Units		\$	\$	\$	\$	\$
4 BR High HOME Units		\$	\$	\$	\$	\$
4 BR Low HOME Units		\$	\$	\$	\$	\$
4 BR Market Rate Units		\$	\$	\$	\$	\$
5 BR High HOME Units		\$	\$	\$	\$	\$
5 BR Low HOME Units		\$	\$	\$	\$	\$
5 BR Market Rate Units		\$	\$	\$	\$	\$
<b>Total</b>	<b>2</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>\$ 28,608.00</b>

Part 3C Development Operating Expense Budget (Rental Development):  
 For rental developments, complete the operating expense table.

Operating Expense Pro-Forma (Rental Developments)	Annual Cost
<b>Management Expenses</b>	
Management Fee	\$ 2,172
Management Administrative Payroll Costs	\$ 6,592
Legal Fees	\$
Accounting / Audit Fees	\$ 252
Advertising / Marketing	\$ 420
Telephone	\$ 347
Office Supplies	\$ 263
Other Administrative Expenses: postage	\$ 148
Other Management Expenses	\$
<b>Operations and Maintenance Expenses</b>	
Security	\$
Operations and Maintenance Administrative Payroll Costs	\$
Other Mechanical Equipment	\$
Interior Painting	\$
Routine Repairs and Supplies	\$ 1,642
Exterminating	\$ 168
Lawn and Landscaping	\$ 1,326
Garbage Removal	\$
Resident Service Cost	\$
Other Maintenance Costs: cleaning and make ready	\$ 420
Operations and Maintenance Expenses	\$
<b>Utilities Paid by the Property</b>	
Electricity	\$
Natural Gas, Oil, Other Fuel	\$
Sewer and Water	\$

Other Utilities Paid by the Property	\$ 106
<b>Taxes / Insurance / Reserves / Other Expenses</b>	
Real Estate Taxes	\$
Other Taxes and Licenses	\$
Property Insurance	\$ 1,820
Rent Reserve	\$ 8,000
Reserve for Replacement	\$ 10,000
Operating Reserve	\$ 1,053
<b>Other Operating Expenses (List)</b>	
Insurance: Worker's Comp, volunteer, and general liability	\$ 105
Travel and Meetings	\$ 76
Office Rent	\$ 947
Intuit Payroll	\$ 54
Direct Client Assistance	\$ 991
<b>TOTAL</b>	<b>\$ 28,902</b>

End of Financial Information



## Legislation Details (With Text)

**File #:** 15-0424      **Version:** 1      **Name:** Copy & Print Services  
**Type:** Presentation      **Status:** Consent Agenda  
**File created:** 7/28/2015      **In control:** City Council Regular  
**On agenda:** 8/13/2015      **Final action:**

**Title:** Presentation, possible action, and discussion approving the renewal of the City's annual copy and print services price agreements with estimated annual expenditures to Alphagraphics (formerly Tops Printing) not to exceed \$80,000; Copy Corner not to exceed \$40,000; and Office Depot (available through the National Intergovernmental Purchasing Alliance Cooperative (NIPA)) not to exceed \$20,000. The total amount for Copy and Print Services is not to exceed \$140,000.

**Sponsors:** Jeff Kersten

**Indexes:**

**Code sections:**

**Attachments:** [Bid 14-072 Copy and Print - AlphaGraphics-signed.pdf](#)  
[Bid 14-072 Copy and Print - Signed Copy Corner.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion approving the renewal of the City's annual copy and print services price agreements with estimated annual expenditures to Alphagraphics (formerly Tops Printing) not to exceed \$80,000; Copy Corner not to exceed \$40,000; and Office Depot (available through the National Intergovernmental Purchasing Alliance Cooperative (NIPA)) not to exceed \$20,000. The total amount for Copy and Print Services is not to exceed \$140,000.

### Relationship to Strategic Goals: Financially Sustainable City

**Recommendation(s):** Staff recommends approval of the renewal for the annual price agreements with Alphagraphics for \$80,000, Copy Corner for \$40,000 and Office Depot (NIPA) for \$20,000. These estimates are based on the past year's history for city-wide printing and copying.

**Summary:** Staff issued a Request for Proposal, #14-072, in July 2014 for the City's Annual Copy and Print Services. Four (4) sealed proposals were received and were reviewed by a committee of representatives from several City departments. Council approved the original award on August 14, 2014 as Item 2o. Award recommendations were based on the following categories:

#### I. Category I - Digital Print and Copy

This category includes standard black/white copies/prints; standard color copies/prints; some oversize black/white/color copies/prints; blueprints and finishing services. A multiple award is recommended so departments may choose based on pricing and convenience:

Alphagraphics	\$60,000
Copy Corner	\$40,000
Office Depot (NIPA)*	\$20,000

\*Office Depot did not submit a proposal in response to this RFP; however, they were awarded a contract which was competitively bid by the NIPA purchasing cooperative. This contract is available for our use through our Interlocal Agreement with NIPA.

II. Category II - Offset Printing and High Volume Color Printing

This category includes City letterhead, pre-printed envelopes and business cards. Award is recommended to:

Alphagraphics	\$20,000
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Upon Council approval, staff will issue blanket orders to be used by all City departments throughout the year.

**Budget & Financial Summary:** Funds are available and budgeted in each Department for copying and printing services.

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

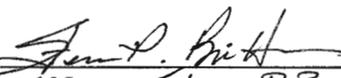
**Attachments:** Renewal Letters

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**RENEWAL ACCEPTANCE**

By signing herewith, I acknowledge and agree to renew Bid 14-072, Annual Price Agreement Citywide Copy and Print Services, in accordance with all terms and conditions previously agreed to and accepted, for an amount not to exceed Eighty Thousand and No/100 Dollars (\$80,000.00)

I understand this renewal term will be for the period beginning August 18, 2015 through August 17, 2016. This is the first renewal.

**ALPHAGRAPHICS**

By:   
Printed Name: Steven P. Britton  
Title: President  
Date: 7/16/15

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**RENEWAL ACCEPTANCE**

By signing herewith, I acknowledge and agree to renew Bid 14-072, Annual Price Agreement Citywide Copy and Print Services, in accordance with all terms and conditions previously agreed to and accepted, for an amount not to exceed Forty Thousand and No/100 Dollars (\$40,000.00)

I understand this renewal term will be for the period beginning August 18, 2015 through August 17, 2016. This is the first renewal.

**COPY CORNER**

By:   
Printed Name: L. B. Hodges, Jr.  
Title: President  
Date: 7/18/15



## Legislation Details (With Text)

**File #:** 15-0425      **Version:** 1      **Name:** Annual Electric Distribution Poles  
**Type:** Presentation      **Status:** Consent Agenda  
**File created:** 7/28/2015      **In control:** City Council Regular  
**On agenda:** 8/13/2015      **Final action:**  
**Title:** Presentation, possible action, and discussion on a bid award for the annual purchase of electric distribution poles, which will be maintained in electrical inventory and expended as needed. The total recommended award is \$504,089 to Techline, Inc.  
**Sponsors:** Jeff Kersten  
**Indexes:**  
**Code sections:**  
**Attachments:** [15-062 Tabulation.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a bid award for the annual purchase of electric distribution poles, which will be maintained in electrical inventory and expended as needed. The total recommended award is \$504,089 to Techline, Inc.

### Relationship to Strategic Goals: Core Services and Infrastructure

**Recommendation(s):** Staff recommends award to the lowest responsible bidder meeting the specifications as follows:

Techline, Inc.      \$504,089.00

**Summary:** On June 25, 2015, seven (7) sealed bids were received and opened for Invitation to Bid 15-062, for the annual purchase of electric distribution poles. Electric staff evaluated the bids for compliance to the needed specifications. Staff is recommending award to a single vendor, Techline, Inc. Techline, Inc. submitted the lowest overall bid, which meet all specifications. The bid submitted by TransAmerican Power Products, Inc. had lower pricing for Groups A and B, but did not meet the pole specifications and was therefore not considered for award.

Upon Council approval, a blanket order will be issued to Techline, Inc. The materials will be placed and maintained in the electrical inventory and expended as needed. The price agreement will be for a one (1) year period with the option to renew for two additional one year terms.

**Budget & Financial Summary:** 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 #15-062



**City of College Station - Purchasing Division**  
**Bid Tabulation for #15-062**  
**"Annual Purchase of Electric Distribution Poles"**  
**Open Date: Thursday, June 25, 2015 @ 2:00 p.m.**

Item	Qty	Unit	COCS Inventory #	Description	KBS Electrical Dist.			KBS Electrical Dist. (Alternate)			Techline		
					Ground Line Movement	Unit Price	Total Price	Ground Line Movement	Unit Price	Total Price	Ground Line Movement	Unit Price	Total Price
<b>GROUP 'A' MATERIALS (Steel Poles)</b>													
A1	10	ea	285-065-00020	30' Steel Pole		\$944.00	\$9,440.00		\$1,486.00	\$14,860.00	76,000	\$824.00	\$8,240.00
A2	10	ea	285-065-00010	40' Steel Pole		\$1,154.00	\$11,540.00		\$1,939.00	\$19,390.00	95,000	\$1,115.00	\$11,150.00
A3	10	ea	285-065-00011	45' Steel Pole		\$1,477.00	\$14,770.00		\$2,277.00	\$22,770.00	140,000	\$1,569.00	\$15,690.00
A4	5	ea	285-065-00012	50' Steel Pole		\$1,598.00	\$7,990.00		\$2,419.00	\$12,095.00	151,000	\$1,811.00	\$9,055.00
A5	5	ea	285-065-00013	55' Steel Pole		\$2,343.00	\$11,715.00		\$3,678.00	\$18,390.00	170,000	\$2,042.00	\$10,210.00
<b>Total Group A</b>						\$55,455.00			\$87,505.00			\$54,345.00	
<b>Exceptions</b>					Price based on full truck load quantities			Price based on full truck load quantities					
<b>GROUP 'B' MATERIALS (Steel Self-Supporting Poles)</b>													
B1	3	ea	285-065-00016	50' Steel Self Supporting Pole w/ 6 degree angle		\$2,120.00	\$6,360.00		\$2,552.00	\$7,656.00	180,000	\$1,947.00	\$5,841.00
B2	3	ea	285-065-00017	50' Steel Self Supporting Pole w/ 12 degree angle		\$2,640.00	\$7,920.00		\$2,992.00	\$8,976.00	300,000	\$2,864.00	\$8,592.00
B3	3	ea	285-065-00018	50' Steel Self Supporting Pole w/ 18 degree angle		\$3,148.00	\$9,444.00		\$3,637.00	\$10,911.00	400,000	\$3,077.00	\$9,231.00
B4	2	ea	285-065-000__	60' Steel Self Supporting Pole w/ 6 degree angle		\$4,281.00	\$8,562.00		\$4,799.00	\$9,598.00	406,000	\$3,978.00	\$7,956.00
B5	2	ea	285-065-000__	60' Steel Self Supporting Pole w/ 12 degree angle		\$5,621.00	\$11,242.00		\$6,227.00	\$12,454.00	650,000	\$5,041.00	\$10,082.00
B6	2	ea	285-065-000__	60' Steel Self Supporting Pole w/ 18 degree angle		\$7,771.00	\$15,542.00		\$6,732.00	\$13,464.00	874,000	\$6,106.00	\$12,212.00
<b>Total Group B</b>						\$59,070.00			\$63,059.00			\$53,914.00	
<b>Exceptions</b>					Price based on full truck load quantities			Price based on full truck load quantities					
<b>GROUP 'C' MATERIALS (Fiberglass Composite Poles)</b>													
C1	10	ea	285-065-00031	30' Fiberglass Composite Pole			\$0.00			\$0.00	87,975	\$1,552.00	\$15,520.00
C2	30	ea	285-065-00032	40' Fiberglass Composite Pole			\$0.00			\$0.00	100,640	\$1,811.00	\$54,330.00
C3	30	ea	285-065-00033	45' Fiberglass Composite Pole			\$0.00			\$0.00	114,793	\$1,925.00	\$57,750.00
C4	15	ea	285-065-00034	50' Fiberglass Composite Pole			\$0.00			\$0.00	128,945	\$2,187.00	\$32,805.00
C5	15	ea	285-065-00035	55' Fiberglass Composite Pole			\$0.00			\$0.00	143,098	\$3,258.00	\$48,870.00
<b>Total Group C</b>						\$0.00			\$0.00			\$209,275.00	
<b>Exceptions</b>													
<b>GROUP 'D' MATERIALS (Tapered Fiberglass Composite Poles)</b>													
D1	2	ea	285-065-00036	50' Tapered Shaft Fiberglass Composite Pole w/ 6 degree angle			\$0.00			\$0.00	179,010	\$2,778.00	\$5,556.00
D2	2	ea	285-065-00026	50' Tapered Shaft Fiberglass Composite Pole w/ 12 degree angle			\$0.00			\$0.00	334,950	\$3,448.00	\$6,896.00
D3	2	ea	285-065-00037	50' Tapered Shaft Fiberglass Composite Pole w/ 18 degree angle			\$0.00			\$0.00	444,600	\$3,575.00	\$7,150.00
<b>Total Group D</b>						\$0.00			\$0.00			\$19,602.00	
<b>Exceptions</b>													
<b>GROUP 'E' MATERIALS (Self Supporting Prestressed Spun Cast Concrete Poles)</b>													
E1	5	ea	540-070-00020	35" Prestressed Spun Cast Concrete Pole		\$1,751.00	\$8,755.00			\$0.00	161,000	\$1,732.00	\$8,660.00
E2	10	ea	540-070-00010	40" Prestressed Spun Cast Concrete Pole		\$1,840.00	\$18,400.00			\$0.00	179,000	\$1,820.00	\$18,200.00
E3	25	ea	540-070-00008	45" Prestressed Spun Cast Concrete Pole		\$1,913.00	\$47,825.00			\$0.00	211,000	\$1,892.00	\$47,300.00
E4	15	ea	540-070-00009	50" Prestressed Spun Cast Concrete Pole		\$2,046.00	\$30,690.00			\$0.00	244,000	\$2,025.00	\$30,375.00
E5	10	ea	540-070-00011	55" Prestressed Spun Cast Concrete Pole		\$2,154.00	\$21,540.00			\$0.00	267,000	\$2,130.00	\$21,300.00
<b>Total Group E</b>						\$127,210.00			\$0.00			\$125,835.00	
<b>Exceptions</b>					Price based on full truck load quantities								



**City of College Station - Purchasing Division**  
**Bid Tabulation for #15-062**  
**"Annual Purchase of Electric Distribution Poles"**  
**Open Date: Thursday, June 25, 2015 @ 2:00 p.m.**

Item	Qty	Unit	COCS Inventory #	Description	KBS Electrical Dist.			KBS Electrical Dist. (Alternate)			Techline			
					Ground Line Movement	Unit Price	Total Price	Ground Line Movement	Unit Price	Total Price	Ground Line Movement	Unit Price	Total Price	
<b>GROUP 'F' MATERIALS (Self Supporting Prestressed Spun Cast Concrete Poles With Angle)</b>														
F1	3	ea	540-070-00021	50' Prestressed Spun Cast Concrete Pole w/ 6 degree angle		\$2,046.00	\$6,138.00			\$0.00	239,000	\$2,025.00	\$6,075.00	
F2	3	ea	540-070-00018	50' Prestressed Spun Cast Concrete Pole w/ 12 degree angle		\$2,448.00	\$7,344.00			\$0.00	391,000	\$2,420.00	\$7,260.00	
F3	3	ea	540-070-00019	50' Prestressed Spun Cast Concrete Pole w/ 18 degree angle		\$2,624.00	\$7,872.00			\$0.00	513,000	\$2,595.00	\$7,785.00	
F4	2	ea	540-070-00022	60' Prestressed Spun Cast Concrete Pole w/ 6 degree angle		\$2,893.00	\$5,786.00			\$0.00	469,000	\$2,860.00	\$5,720.00	
F5	2	ea	540-070-00023	60' Prestressed Spun Cast Concrete Pole w/ 12 degree angle		\$3,433.00	\$6,866.00			\$0.00	772,000	\$3,394.00	\$6,788.00	
F6	2	ea	540-070-00024	60' Prestressed Spun Cast Concrete Pole w/ 18 degree angle		\$3,786.00	\$7,572.00			\$0.00	951,000	\$3,745.00	\$7,490.00	
<b>Total Group F</b>						\$41,578.00			\$0.00			\$41,118.00		
<b>Exceptions</b>					Price based on full truck load quantities									
<b>GROUP "A" MATERIALS SUBTOTAL</b>						\$55,455.00			\$87,505.00			\$54,345.00		
<b>Manufacturer</b>					Valmont			Trinity			CHM/Keystone			
<b>Delivery</b>					12-14 weeks			16-18 weeks			10-12 weeks			
<b>GROUP "B" MATERIALS SUBTOTAL</b>						\$59,070.00			\$63,059.00			\$53,914.00		
<b>Manufacturer</b>					Valmont			Trinity			CHM/Keystone			
<b>Delivery</b>					12-14 weeks			16-18 weeks			10-12 weeks			
<b>GROUP "C" MATERIALS SUBTOTAL</b>						\$0.00			\$0.00			\$209,275.00		
<b>Manufacturer</b>											Shakespeare			
<b>Delivery</b>											10-12 weeks			
<b>GROUP "D" MATERIALS SUBTOTAL</b>						\$0.00			\$0.00			\$19,602.00		
<b>Manufacturer</b>											Shakespeare			
<b>Delivery</b>											10-12 weeks			
<b>GROUP "E" MATERIALS SUBTOTAL</b>						\$127,210.00			\$0.00			\$125,835.00		
<b>Manufacturer</b>					Valmont						Valmont			
<b>Delivery</b>					8-10 weeks						8-10 weeks			
<b>GROUP "F" MATERIALS SUBTOTAL</b>						\$41,578.00			\$0.00			\$41,118.00		
<b>Manufacturer</b>					Valmont						Valmont			
<b>Delivery</b>					8-10 weeks						8-10 weeks			
<b>TOTAL RECOMMENDED AWARD AMOUNT</b>												<b>\$504,089.00</b>		
Certification of Bid					Y						Y			
Exceptions														



**City of College Station - Purchasing Division**  
**Bid Tabulation for #15-062**  
**"Annual Purchase of Electric Distribution Poles"**  
**Open Date: Thursday, June 25, 2015 @ 2:00 p.m.**

Item	Qty	Unit	COCS Inventory #	Description	Texas Electric Cooperatives			StressCrete Inc.			RS Technologies				
					Ground Line Movement	Unit Price	Total Price	Ground Line Movement	Unit Price	Total Price	Ground Line Movement	Unit Price	Total Price		
<b>GROUP 'A' MATERIALS (Steel Poles)</b>															
A1	10	ea	285-065-00020	30' Steel Pole			\$0.00			\$0.00			\$0.00		
A2	10	ea	285-065-00010	40' Steel Pole			\$0.00			\$0.00			\$0.00		
A3	10	ea	285-065-00011	45' Steel Pole			\$0.00			\$0.00			\$0.00		
A4	5	ea	285-065-00012	50' Steel Pole			\$0.00			\$0.00			\$0.00		
A5	5	ea	285-065-00013	55' Steel Pole			\$0.00			\$0.00			\$0.00		
<b>Total Group A</b>							\$0.00			\$0.00			\$0.00		
<b>Exceptions</b>															
<b>GROUP 'B' MATERIALS (Steel Self-Supporting Poles)</b>															
B1	3	ea	285-065-00016	50' Steel Self Supporting Pole w/ 6 degree angle			\$0.00			\$0.00			\$0.00		
B2	3	ea	285-065-00017	50' Steel Self Supporting Pole w/ 12 degree angle			\$0.00			\$0.00			\$0.00		
B3	3	ea	285-065-00018	50' Steel Self Supporting Pole w/ 18 degree angle			\$0.00			\$0.00			\$0.00		
B4	2	ea	285-065-000__	60' Steel Self Supporting Pole w/ 6 degree angle			\$0.00			\$0.00			\$0.00		
B5	2	ea	285-065-000__	60' Steel Self Supporting Pole w/ 12 degree angle			\$0.00			\$0.00			\$0.00		
B6	2	ea	285-065-000__	60' Steel Self Supporting Pole w/ 18 degree angle			\$0.00			\$0.00			\$0.00		
<b>Total Group B</b>							\$0.00			\$0.00			\$0.00		
<b>Exceptions</b>															
<b>GROUP 'C' MATERIALS (Fiberglass Composite Poles)</b>															
C1	10	ea	285-065-00031	30' Fiberglass Composite Pole			\$0.00			\$0.00	108,000	\$1,319.57	\$13,195.70		
C2	30	ea	285-065-00032	40' Fiberglass Composite Pole			\$0.00			\$0.00	184,310	\$2,276.58	\$68,297.40		
C3	30	ea	285-065-00033	45' Fiberglass Composite Pole			\$0.00			\$0.00	194,090	\$2,923.14	\$87,694.20		
C4	15	ea	285-065-00034	50' Fiberglass Composite Pole			\$0.00			\$0.00	186,140	\$3,444.46	\$51,666.90		
C5	15	ea	285-065-00035	55' Fiberglass Composite Pole			\$0.00			\$0.00	181,290	\$3,451.21	\$51,768.15		
<b>Total Group C</b>							\$0.00			\$0.00			\$272,622.35		
<b>Exceptions</b>															
<b>GROUP 'D' MATERIALS (Tapered Fiberglass Composite Poles)</b>															
D1	2	ea	285-065-00036	50' Tapered Shaft Fiberglass Composite Pole w/ 6 degree angle			\$0.00			\$0.00	276,010	\$5,908.59	\$11,817.18		
D2	2	ea	285-065-00026	50' Tapered Shaft Fiberglass Composite Pole w/ 12 degree angle			\$0.00			\$0.00	366,330	\$6,578.28	\$13,156.56		
D3	2	ea	285-065-00037	50' Tapered Shaft Fiberglass Composite Pole w/ 18 degree angle			\$0.00			\$0.00	575,860	\$9,759.57	\$19,519.14		
<b>Total Group D</b>							\$0.00			\$0.00			\$44,492.88		
<b>Exceptions</b>															
<b>GROUP 'E' MATERIALS (Self Supporting Prestressed Spun Cast Concrete Poles)</b>															
E1	5	ea	540-070-00020	35" Prestressed Spun Cast Concrete Pole		\$1,883.52	\$9,417.60	81,000	\$1,628.00	\$8,140.00			\$0.00		
E2	10	ea	540-070-00010	40" Prestressed Spun Cast Concrete Pole		\$1,980.22	\$19,802.20	94,500	\$1,830.00	\$18,300.00			\$0.00		
E3	25	ea	540-070-00008	45" Prestressed Spun Cast Concrete Pole		\$2,059.35	\$51,483.75	133,200	\$2,207.00	\$55,175.00			\$0.00		
E4	15	ea	540-070-00009	50" Prestressed Spun Cast Concrete Pole		\$2,202.20	\$33,033.00	182,300	\$2,453.00	\$36,795.00			\$0.00		
E5	10	ea	540-070-00011	55" Prestressed Spun Cast Concrete Pole		\$2,318.69	\$23,186.90	166,500	\$2,709.00	\$27,090.00			\$0.00		
<b>Total Group E</b>						\$136,923.45			\$145,500.00				\$0.00		
<b>Exceptions</b>					Pricing is valid until 7-18-2015. Hardware is not included in the price.			No PVC thru holes.							



**City of College Station - Purchasing Division**  
**Bid Tabulation for #15-062**  
**"Annual Purchase of Electric Distribution Poles"**  
**Open Date: Thursday, June 25, 2015 @ 2:00 p.m.**

Item	Qty	Unit	COCS Inventory #	Description	Texas Electric Cooperatives			StressCrete Inc.			RS Technologies			
					Ground Line Movement	Unit Price	Total Price	Ground Line Movement	Unit Price	Total Price	Ground Line Movement	Unit Price	Total Price	
<b>GROUP 'F' MATERIALS (Self Supporting Prestressed Spun Cast Concrete Poles With Angle)</b>														
F1	3	ea	540-070-00021	50' Prestressed Spun Cast Concrete Pole w/ 6 degree angle		\$2,202.20	\$6,606.60	175,500	\$2,453.00	\$7,359.00			\$0.00	
F2	3	ea	540-070-00018	50' Prestressed Spun Cast Concrete Pole w/ 12 degree angle		\$2,635.17	\$7,905.51	335,000	\$3,202.00	\$9,606.00			\$0.00	
F3	3	ea	540-070-00019	50' Prestressed Spun Cast Concrete Pole w/ 18 degree angle		\$2,825.28	\$8,475.84	427,500	\$3,709.00	\$11,127.00			\$0.00	
F4	2	ea	540-070-00022	60' Prestressed Spun Cast Concrete Pole w/ 6 degree angle		\$3,110.99	\$6,221.98	408,900	\$4,033.00	\$8,066.00			\$0.00	
F5	2	ea	540-070-00023	60' Prestressed Spun Cast Concrete Pole w/ 12 degree angle		\$3,692.31	\$7,384.62	659,800	\$5,551.00	\$11,102.00			\$0.00	
F6	2	ea	540-070-00024	60' Prestressed Spun Cast Concrete Pole w/ 18 degree angle		\$4,074.73	\$8,149.46	885,600	\$6,397.00	\$12,794.00			\$0.00	
<b>Total Group F</b>						\$44,744.01			\$60,054.00				\$0.00	
<b>Exceptions</b>					Pricing is valid until 7-18-2015. Hardware is not included in the price.			No PVC thru holes.						
<b>GROUP "A" MATERIALS SUBTOTAL</b>						\$0.00			\$0.00				\$0.00	
<b>Manufacturer</b>														
<b>Delivery</b>														
<b>GROUP "B" MATERIALS SUBTOTAL</b>						\$0.00			\$0.00				\$0.00	
<b>Manufacturer</b>														
<b>Delivery</b>														
<b>GROUP "C" MATERIALS SUBTOTAL</b>						\$0.00			\$0.00				\$272,622.35	
<b>Manufacturer</b>											RS Technologies			
<b>Delivery</b>											6-10 weeks			
<b>GROUP "D" MATERIALS SUBTOTAL</b>						\$0.00			\$0.00				\$44,492.88	
<b>Manufacturer</b>											RS Technologies			
<b>Delivery</b>											6-10 weeks			
<b>GROUP "E" MATERIALS SUBTOTAL</b>						\$136,923.45			\$145,500.00				\$0.00	
<b>Manufacturer</b>					Valmont			StressCrete						
<b>Delivery</b>					10-12 weeks			8-10 weeks						
<b>GROUP "F" MATERIALS SUBTOTAL</b>						\$44,744.01			\$60,054.00				\$0.00	
<b>Manufacturer</b>					Valmont			StressCrete						
<b>Delivery</b>					10-12 weeks a.r.o			8-10 weeks						
<b>TOTAL RECOMMENDED AWARD AMOUNT</b>														
<b>Certification of Bid</b>					Y			Y			Y			
<b>Exceptions</b>											1% EFT Discount, 2% Prompt payment Discount			



City of College Station - Purchasing Division  
 Bid Tabulation for #15-062  
 "Annual Purchase of Electric Distribution Poles"  
 Open Date: Thursday, June 25, 2015 @ 2:00 p.m.

Item	Qty	Unit	COCS Inventory #	Description	FWT, LLC			TransAmerican Power Products, Inc.		
					Ground Line Movement	Unit Price	Total Price	Ground Line Movement	Unit Price	Total Price
<b>GROUP 'A' MATERIALS (Steel Poles)</b>										
A1	10	ea	285-065-00020	30' Steel Pole		\$1,434.00	\$14,340.00	90,910	\$836.00	\$8,360.00
A2	10	ea	285-065-00010	40' Steel Pole		\$1,755.00	\$17,550.00	123,550	\$1,133.00	\$11,330.00
A3	10	ea	285-065-00011	45' Steel Pole		\$2,218.00	\$22,180.00	165,780	\$1,366.00	\$13,660.00
A4	5	ea	285-065-00012	50' Steel Pole		\$2,218.00	\$11,090.00	185,120	\$1,577.00	\$7,885.00
A5	5	ea	285-065-00013	55' Steel Pole		\$2,904.00	\$14,520.00	204,462	\$1,751.00	\$8,755.00
<b>Total Group A</b>						\$79,680.00			\$49,990.00	
<b>Exceptions</b>								Pricing not provided for the one think plug that's to be installed in both ends of the structure.		
<b>GROUP 'B' MATERIALS (Steel Self-Supporting Poles)</b>										
B1	3	ea	285-065-00016	50' Steel Self Supporting Pole w/ 6 degree angle		\$2,462.00	\$7,386.00	216,940	\$1,672.00	\$5,016.00
B2	3	ea	285-065-00017	50' Steel Self Supporting Pole w/ 12 degree angle		\$3,276.00	\$9,828.00	356,000	\$2,139.00	\$6,417.00
B3	3	ea	285-065-00018	50' Steel Self Supporting Pole w/ 18 degree angle		\$3,746.00	\$11,238.00	489,490	\$2,622.00	\$7,866.00
B4	2	ea	285-065-000__	60' Steel Self Supporting Pole w/ 6 degree angle		\$5,202.00	\$10,404.00	484,190	\$3,120.00	\$6,240.00
B5	2	ea	285-065-000__	60' Steel Self Supporting Pole w/ 12 degree angle		\$6,490.00	\$12,980.00	769,340	\$3,860.00	\$7,720.00
B6	2	ea	285-065-000__	60' Steel Self Supporting Pole w/ 18 degree angle		\$7,605.00	\$15,210.00	1,062,530	\$4,694.00	\$9,388.00
<b>Total Group B</b>						\$67,046.00			\$42,647.00	
<b>Exceptions</b>								Pricing not provided for the one think plug that's to be installed in both ends of the structure.		
<b>GROUP 'C' MATERIALS (Fiberglass Composite Poles)</b>										
C1	10	ea	285-065-00031	30' Fiberglass Composite Pole			\$0.00			\$0.00
C2	30	ea	285-065-00032	40' Fiberglass Composite Pole			\$0.00			\$0.00
C3	30	ea	285-065-00033	45' Fiberglass Composite Pole			\$0.00			\$0.00
C4	15	ea	285-065-00034	50' Fiberglass Composite Pole			\$0.00			\$0.00
C5	15	ea	285-065-00035	55' Fiberglass Composite Pole			\$0.00			\$0.00
<b>Total Group C</b>						\$0.00			\$0.00	
<b>Exceptions</b>										
<b>GROUP 'D' MATERIALS (Tapered Fiberglass Composite Poles)</b>										
D1	2	ea	285-065-00036	50' Tapered Shaft Fiberglass Composite Pole w/ 6 degree angle			\$0.00			\$0.00
D2	2	ea	285-065-00026	50' Tapered Shaft Fiberglass Composite Pole w/ 12 degree angle			\$0.00			\$0.00
D3	2	ea	285-065-00037	50' Tapered Shaft Fiberglass Composite Pole w/ 18 degree angle			\$0.00			\$0.00
<b>Total Group D</b>						\$0.00			\$0.00	
<b>Exceptions</b>										
<b>GROUP 'E' MATERIALS (Self Supporting Prestressed Spun Cast Concrete Poles)</b>										
E1	5	ea	540-070-00020	35" Prestressed Spun Cast Concrete Pole			\$0.00			\$0.00
E2	10	ea	540-070-00010	40" Prestressed Spun Cast Concrete Pole			\$0.00			\$0.00
E3	25	ea	540-070-00008	45" Prestressed Spun Cast Concrete Pole			\$0.00			\$0.00
E4	15	ea	540-070-00009	50" Prestressed Spun Cast Concrete Pole			\$0.00			\$0.00
E5	10	ea	540-070-00011	55" Prestressed Spun Cast Concrete Pole			\$0.00			\$0.00
<b>Total Group E</b>						\$0.00			\$0.00	
<b>Exceptions</b>										



City of College Station - Purchasing Division  
 Bid Tabulation for #15-062  
 "Annual Purchase of Electric Distribution Poles"  
 Open Date: Thursday, June 25, 2015 @ 2:00 p.m.

Item	Qty	Unit	COCS Inventory #	Description	FWT, LLC			TransAmerican Power Products, Inc.		
					Ground Line Movement	Unit Price	Total Price	Ground Line Movement	Unit Price	Total Price
<b>GROUP 'F' MATERIALS (Self Supporting Prestressed Spun Cast Concrete Poles With Angle)</b>										
F1	3	ea	540-070-00021	50' Prestressed Spun Cast Concrete Pole w/ 6 degree angle			\$0.00			\$0.00
F2	3	ea	540-070-00018	50' Prestressed Spun Cast Concrete Pole w/ 12 degree angle			\$0.00			\$0.00
F3	3	ea	540-070-00019	50' Prestressed Spun Cast Concrete Pole w/ 18 degree angle			\$0.00			\$0.00
F4	2	ea	540-070-00022	60' Prestressed Spun Cast Concrete Pole w/ 6 degree angle			\$0.00			\$0.00
F5	2	ea	540-070-00023	60' Prestressed Spun Cast Concrete Pole w/ 12 degree angle			\$0.00			\$0.00
F6	2	ea	540-070-00024	60' Prestressed Spun Cast Concrete Pole w/ 18 degree angle			\$0.00			\$0.00
<b>Total Group F</b>							\$0.00			\$0.00
<b>Exceptions</b>										
<b>GROUP "A" MATERIALS SUBTOTAL</b>							\$79,680.00			\$49,990.00
<b>Manufacturer</b>							FWT, LLC			TransAmerican Power Products
<b>Delivery</b>							14-16 weeks ARO			9-10 weeks ARO
<b>GROUP "B" MATERIALS SUBTOTAL</b>							\$67,046.00			\$42,647.00
<b>Manufacturer</b>							FWT, LLC			TransAmerican Power Products
<b>Delivery</b>							14-16 weeks ARO			9-10 weeks ARO
<b>GROUP "C" MATERIALS SUBTOTAL</b>							\$0.00			\$0.00
<b>Manufacturer</b>										
<b>Delivery</b>										
<b>GROUP "D" MATERIALS SUBTOTAL</b>							\$0.00			\$0.00
<b>Manufacturer</b>										
<b>Delivery</b>										
<b>GROUP "E" MATERIALS SUBTOTAL</b>							\$0.00			\$0.00
<b>Manufacturer</b>										
<b>Delivery</b>										
<b>GROUP "F" MATERIALS SUBTOTAL</b>							\$0.00			\$0.00
<b>Manufacturer</b>										
<b>Delivery</b>										
<b>TOTAL RECOMMENDED AWARD AMOUNT</b>										
Certification of Bid							Y			Y
Exceptions							Prices valid through Sept. 23, 2015. Prices valid is order is received for all structures at one time. Multiple exceptions taken to bidding documents.			



## Legislation Details (With Text)

**File #:** 15-0426      **Version:** 1      **Name:** Call Budget Public Hearing  
**Type:** Presentation      **Status:** Consent Agenda  
**File created:** 7/28/2015      **In control:** City Council Regular  
**On agenda:** 8/13/2015      **Final action:**  
**Title:** Presentation, possible action, and discussion on calling a public hearing on the City of College Station FY 2015-2016 Proposed Budget for Thursday September 10, 2014 at 7:00 PM in the City Hall Council Chambers.  
**Sponsors:** Jeff Kersten  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on calling a public hearing on the City of College Station FY 2015-2016 Proposed Budget for Thursday September 10, 2014 at 7:00 PM in the City Hall Council Chambers.

### Recommendation(s):

Staff recommends the City Council call a public hearing on the City of College Station FY 2015-2016 Proposed Budget for Thursday September 10, 2015 at 7:00 PM in the City Hall Council Chambers.

### Summary:

State law says that notice of the public hearing on the budget must be made no less than 10 days prior to the meeting for the public hearing. After the public hearing the Council may insert or delete items or may increase or decrease items so long as the total of any increases or insertions do not increase the total budget by 3% or more.

**Budget & Financial Summary:** The proposed budget will be available for review.

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

### Attachments:

N/A



## Legislation Details (With Text)

<b>File #:</b>	15-0428	<b>Version:</b>	1	<b>Name:</b>	MRC Senior Living Resolution
<b>Type:</b>	Presentation	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	7/28/2015	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	8/13/2015	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Presentation, possible action, and discussion regarding approval of a resolution authorizing the Mayor to approve the Plan of Finance, the Issuance of New Hope Cultural Education Facilities Finance Corporation for MRC Senior Living Revenue Bonds and the project to be acquired with the proceeds of such bonds.				
<b>Sponsors:</b>	Jeff Kersten				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">7-10-15-Consent-Resolution-REVISED 2.pdf</a> <a href="#">MPH letter.pdf</a> <a href="#">Munites to Public Hearing-MPH.pdf</a>				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of a resolution authorizing the Mayor to approve the Plan of Finance, the Issuance of New Hope Cultural Education Facilities Finance Corporation for MRC Senior Living Revenue Bonds and the project to be acquired with the proceeds of such bonds.

### Relationship to Strategic Goals:

1. Financially Sustainable City

**Recommendation:** Staff recommends approval of the resolution.

**Summary:** The City has received a request from New Hope Cultural Education Facilities Finance Corporation to approve a resolution, a non-profit corporation affiliated with the Town of New Hope, Texas for the issuance of bonds for the construction of certain health facilities for MRC Senior Living, a senior living retirement community. The facility will be on approximately 12.3 acres of land located on Highway 6 North between the exits of William D Fitch Road and Rock Prairie Road. The project is expected to consist of 80 independent living units, 30 assisted living units and 25 memory support units and related common areas. The cost of the project is approximately \$75 million.

Section 147(f) of the Internal Revenue Code of 1986 requires that the Obligations and the facilities to be financed be approved by the governmental body of the local jurisdiction or the highest elected official of the governing body of the local jurisdiction. None of the City of College Station, the Mayor nor the City Council will have any liability for the bonds or the project being financed. The approval requirement is part of the Tax Equity and Fiscal Responsibility Act (TEFRA). Basically, under TEFRA, in order to issue tax exempt bonds, the applicant is required to post notice of a public hearing in the local jurisdiction, wait 15 days, hold the public hearing, and then obtain the approval of the Mayor or the City Council. The notice has been posted, and the required public hearing was held

on June 30, 2015. No member of the public attended the hearing, and no comments were made or discussion had about the Project or Obligations.

**Budget & Financial Summary:** Approval of this resolution does not create any financial liability to the City of College Station.

**Reviewed and Approved by Legal:** Yes.

**Attachment:**

1. Resolution
2. Public Hearing Minutes

RESOLUTION NO: \_\_\_\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS,  
APPROVING THE FINANCING BY THE NEW HOPE CULTURAL EDUCATION FACILITIES  
FINANCE CORPORATION OF A HEALTH FACILITY LOCATED WITHIN THE CITY OF  
COLLEGE STATION, TEXAS

WHEREAS, the Cultural Education Facilities Finance Corporation Act, 1528m, V.A.T.C.S. (the "Act"), authorizes and empowers New Hope Cultural Education Facilities Finance Corporation (the "Issuer") to issue revenue bonds or notes in a maximum aggregate principal amount of \$75,000,000 (the "Obligations") on behalf of the Town of New Hope, Texas (the "Issuing Unit") to finance and refinance the costs of health facilities found by the Board of Directors of the Issuer to be required, necessary or convenient for health care, research and education, any one or more, within the State of Texas and in furtherance of the public purposes of the Act; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") requires that the Obligations and the facilities to be financed be approved by the governmental unit or the highest elected official of the governmental unit having jurisdiction over the area in which the facilities will be located after the holding of a public hearing relating to the Obligations and the facilities; and

WHEREAS, MRC Senior Living ("MRC Senior Living"), a nonprofit Texas corporation and 501(c)(3) organization, proposes to obtain financing from the Issuer from the proceeds of the Issuer's Obligations issued pursuant to the Act for the costs of a senior living retirement community to be owned and operated by MRC Senior Living on approximately 12.3 acres of land located on Highway 6 North between the exits for William D. Fitch Road and Rock Prairie Road in College Station, Texas (the "Project"); and

WHEREAS, the Project is expected to consist of the construction and equipping of approximately 80 independent living units, 30 assisted living units and 25 memory support units and related common areas; and

WHEREAS, the Project will be located within the City of College Station, Texas (the "City") and outside the limits of the Issuing Unit; now, therefore,

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

PART 1: That the City Council hereby approves the Obligations and the Project for the purposes of Section 147(f) of the Internal Revenue Code of 1986; provided that the City shall have no liability in connection with the financing of the Project and shall not be required to take any further action with respect thereto.

PART 2: That this Resolution shall take effect immediately from and after its adoption and it is accordingly so ordered.

PASSED AND APPROVED, this the 13th day of August, 2015.

ATTEST:

APPROVED:

---

City Secretary

---

MAYOR

APPROVED AS TO FORM:

---

City Attorney

LAW OFFICES

MCALL, PARKHURST & HORTON L.L.P.

600 CONGRESS AVENUE  
SUITE 1800  
AUSTIN, TEXAS 78701-3248  
TELEPHONE: 512 478-3805  
FACSIMILE: 512 472-0871

717 NORTH HARWOOD  
SUITE 900  
DALLAS, TEXAS 75201-6587  
TELEPHONE: 214 754-9200  
FACSIMILE: 214 754-9250

700 N. ST. MARY'S STREET  
SUITE 1525  
SAN ANTONIO, TEXAS 78205-3503  
TELEPHONE: 210 225-2800  
FACSIMILE: 210 225-2984

July 8, 2015

LONE STAR DELIVERY (1958.025)

Mr. Jeff Kersten  
Assistant City Manager  
1101 Texas Avenue  
College Station, Texas 77842

Re: Consent to financing by MRC Senior Living

Dear Mr. Kersten:

Enclosed is a request by New Hope Cultural Education Facilities Finance Corporation (the "Issuer") and MRC Senior Living ("MRC") that the City of College Station consent to the financing by the Issuer of a senior living retirement facility to be owned and operated by MRC and located on Highway 6 North between the exits for William D. Fitch Road and Rock Prairie Road in the City of College Station, Texas.

As the enclosed letter explains, the Cultural Education Facilities Finance Corporation Act requires that the consent of the City of College Station be obtained to the financing by the Issuer. The City of College Station will have no liability with respect to the proposed bonds or notes.

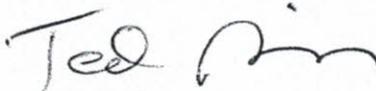
The Issuer and MRC would appreciate being placed on the agenda for the City Council meeting on July 23, 2015.

I will be in touch with you to answer any questions you may have.

Thank you for your assistance.

Sincerely yours,

McCall, Parkhurst & Horton L.L.P.



L. E. (Ted) Brizzolara, III

LEB:bc  
Enclosures

cc: ✓ Ms. Cheryl Wright  
Mr. Ron Jennette (via email)  
Mr. Matthew Currie (via email)  
Mr. Jeff Gulbas (via email)

LAW OFFICES

MCCALL, PARKHURST & HORTON L.L.P.

600 CONGRESS AVENUE  
SUITE 1800  
AUSTIN, TEXAS 78701-3248  
TELEPHONE: 512 478-3805  
FACSIMILE: 512 472-0871

717 NORTH HARWOOD  
SUITE 900  
DALLAS, TEXAS 75201-6587  
TELEPHONE: 214 754-9200  
FACSIMILE: 214 754-9250

700 N. ST. MARY'S STREET  
SUITE 1525  
SAN ANTONIO, TEXAS 78205-3503  
TELEPHONE: 210 225-2800  
FACSIMILE: 210 225-2984

July 8, 2015

Members of the City Council  
City of College Station  
1101 Texas Avenue  
College Station, Texas 77842

Re: Consent to financing by New Hope Cultural Education Facilities Finance Corporation for  
MRC Senior Living

Ladies and Gentlemen:

New Hope Cultural Education Facilities Finance Corporation (the "Issuer") proposes, on behalf of the Town of New Hope, Texas, to issue bonds or notes in a maximum principal amount of not to exceed \$75,000,000 (the "Obligations") pursuant to the Cultural Education Facilities Finance Corporation Act, 1528m, V.A.T.C.S. (the "Act") to provide funds to finance certain health facilities for MRC Senior Living ("MRC Senior Living"). The Obligations will be issued to finance and refinance a portion of the cost of the construction and equipping of a senior living retirement facility expected to contain approximately 80 independent living units, 30 assisted living units and 25 memory support units along with associated common area, which will be located on a tract of land consisting of approximately 12.3 acres (the "Project"). The Project will be located on Highway 6 North between the exits for William D. Fitch Road and Rock Prairie Road in College Station. MRC Senior Living is a Texas nonprofit corporation exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986 and is an affiliate of Methodist Retirement Communities. Our firm is acting as bond counsel to the Issuer in connection with the issuance of the Obligations.

Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") requires that the consent of the City of College Station (or the highest elected official of the City of College Station) be obtained to the financing by the Issuer after the holding of a public hearing. A public hearing was held on June 30, 2015 and a copy of the minutes of the public hearing is enclosed.

For your convenience, I have enclosed a proposed form of a resolution granting the required consent. This consent is required solely for the purposes of satisfying the Code and to enable the Issuer to proceed with the proposed financing of the Project with proceeds of the Obligations. This consent in no way imposes any payment or other obligation of the City of College Station in connection with the financing. The City of College Station will have no liability with respect to the proposed Obligations.

Therefore, on behalf of the Issuer and MRC Senior Living, we respectfully request that consideration of adoption of the enclosed consent resolution be placed on the agenda of the City Council of College Station, Texas at its meeting on July 23, 2015, and that the City Council approve and adopt such consent resolution. Upon such approval, I would also very much appreciate it if you would return three completed, originally executed and sealed consent, resolutions to me in the self-addressed, stamped envelope enclosed for your convenience. Please retain one copy for your file.

Please do not hesitate to contact me at (214) 754-9233 should you have any questions or comments. Thank you very much for your cooperation and assistance.

Sincerely,

McCall, Parkhurst & Horton L.L.P.

A handwritten signature in black ink, appearing to read "Ted Brizzolara", written in a cursive style.

L. E. (Ted) Brizzolara, III

LEB:bc  
Enclosures

cc: Mr. Jeff Gulbas (via email)  
Mr. Ron Jennette (via email)  
Mr. Matthew Currie (via email)

MINUTES OF PUBLIC HEARING

Re: New Hope Cultural Education Facilities Finance Corporation Continuing Care Retirement Community Revenue Bonds and Notes (MRC Senior Living Project)

The undersigned, Matthew Currie, designated Hearing Officer of New Hope Cultural Education Facilities Finance Corporation (the "Issuer"), the issuer of the above referenced bonds and notes (the "Obligations"), called the Public Hearing of the Issuer held at Annex Room A101 at Christ United Methodist Church at 4201 State Highway 6 South, College Station, Texas 77845 on June 30, 2015 to order at 5:30 p.m.

I declared that a Public Hearing, required under Section 147(f) of the Internal Revenue Code of 1986 was open for purposes of discussing the Obligations and the project to be financed, refinanced or constructed with the proceeds of the Obligations (the "Project") by MRC Senior Living.

I declared that the required notice of the Public Hearing for the Project was published in THE EAGLE, being a newspaper of general circulation in Bryan-College Station, Texas, as evidenced by an Affidavit of Publication attached hereto as Exhibit A.

I proceeded to hold the Public Hearing. Comments and discussions with respect to the Obligations and the Project are summarized in Exhibit B, attached hereto.

After sufficient time was given for all present to make their comments with respect to the Obligations and the Project, I declared the Public Hearing closed.

Dated: June 30, 2015

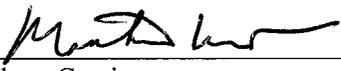
  
\_\_\_\_\_  
Matthew Currie  
New Hope Cultural Education Facilities Finance Corporation

EXHIBIT A

AFFIDAVIT OF PUBLICATION

AFFIDAVIT OF PUBLICATION

THE STATE OF TEXAS  
COUNTY OF BRAZOS  
CITY OF COLLEGE STATION

BEFORE ME, a notary public in and for the above named County, on this day personally appeared the person whose name is subscribed below, who, having been duly sworn, says upon oath that he or she is a duly authorized officer or employee of THE EAGLE, which is a newspaper of general circulation in the City of College Station, Texas, devoting not less than 25% of its total column lineage to the carrying of items of general interest, published not less frequently than once each week, entered as second-class postal matter in the county where published, and having been published regularly and continuously for not less than 12 months prior to the making of any publication; and that a true and correct copy of the NOTICE OF PUBLIC HEARING, a clipping of which is attached to this Affidavit, was published in said Newspaper on the following date:

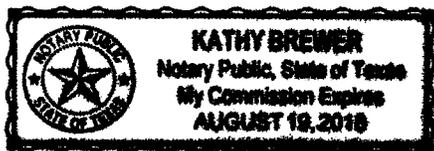
June 11, 2015

Marilyn Green  
Authorized Officer or Employee

SUBSCRIBED AND SWORN TO BEFORE ME on the 11<sup>th</sup> day of June, 2015.

Kathy Brewer  
Notary Public

NOTARY SEAL



### NOTICE OF PUBLIC HEARING

New Hope Cultural Education Facilities Finance Corporation (the "Issuer") will hold a public hearing at 5:30 p.m. on June 30, 2015 in Annex Room A101 at Christ United Methodist Church at 4201 State Highway 6 South, College Station, Texas 77845. Among items to be discussed will be a proposal for issuance by the Issuer of its bonds or notes in one or more series (the "Obligations") pursuant to a plan of financing in an aggregate principal amount not to exceed \$75,000,000. The Obligations will be issued to finance and refinance a portion of the cost of certain health facilities located in College Station, Texas (the "Project"). The Project will consist of the acquisition, construction, equipping and improvement of a continuing care retirement community consisting of approximately 80 independent living units, 30 assisted living units and 25 memory support units along with associated common areas, which will be located on a tract of land consisting of approximately 12.3 acres located on Highway 6 North between the exits for William D. Fitch Road and Rock Prairie Road adjacent to Christ United Methodist Church, which is located at 4201 State Highway 6 South, in College Station, Texas. The Project is not owned by or affiliated with Christ United Methodist Church. The Project will be owned and operated by MRC Senior Living, a Texas nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986. Members of the general public may attend or submit written comments at the address above prior to the hearing regarding the Project or the Obligations.

6-11-15

## EXHIBIT B

No member of the public attended the Public Hearing, and thus no comments were made or discussion had about the Project or the Obligations.



## Legislation Details (With Text)

**File #:** 15-0432      **Version:** 1      **Name:** License to Encroach 1702 Lonetree Drive  
**Type:** Resolution      **Status:** Consent Agenda  
**File created:** 7/29/2015      **In control:** City Council Regular  
**On agenda:** 8/13/2015      **Final action:**  
**Title:** Presentation, possible action, and discussion approving a resolution authorizing a License to Encroach Agreement with Jim Easterly regarding the 6.04 square foot encroachment in to the public utility easement area of a portion of a structure located at Lot 1R, Block 4, Section 2, Summit Crossing Phase 1, according to the plat recorded in Volume 11180, Page 150 of the Official Records of Brazos County, Texas.

**Sponsors:** Carol Cotter

**Indexes:**

**Code sections:**

**Attachments:** [Vicinity Map](#)  
[Location Map](#)  
[License Agreement Exhibit A \(Survey\)](#)  
[Lonetree Lic to Encr Agree 7-31-15.pdf](#)  
[Lonetree Lic to Encr Resol 7-31-15.pdf](#)  
[6- Application.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion approving a resolution authorizing a License to Encroach Agreement with Jim Easterly regarding the 6.04 square foot encroachment in to the public utility easement area of a portion of a structure located at Lot 1R, Block 4, Section 2, Summit Crossing Phase 1, according to the plat recorded in Volume 11180, Page 150 of the Official Records of Brazos County, Texas.

Relationship to Strategic Goals: N/A

**Recommendation(s):** Staff recommends approval of the resolution granting the license to encroach at 1702 Lonetree Drive.

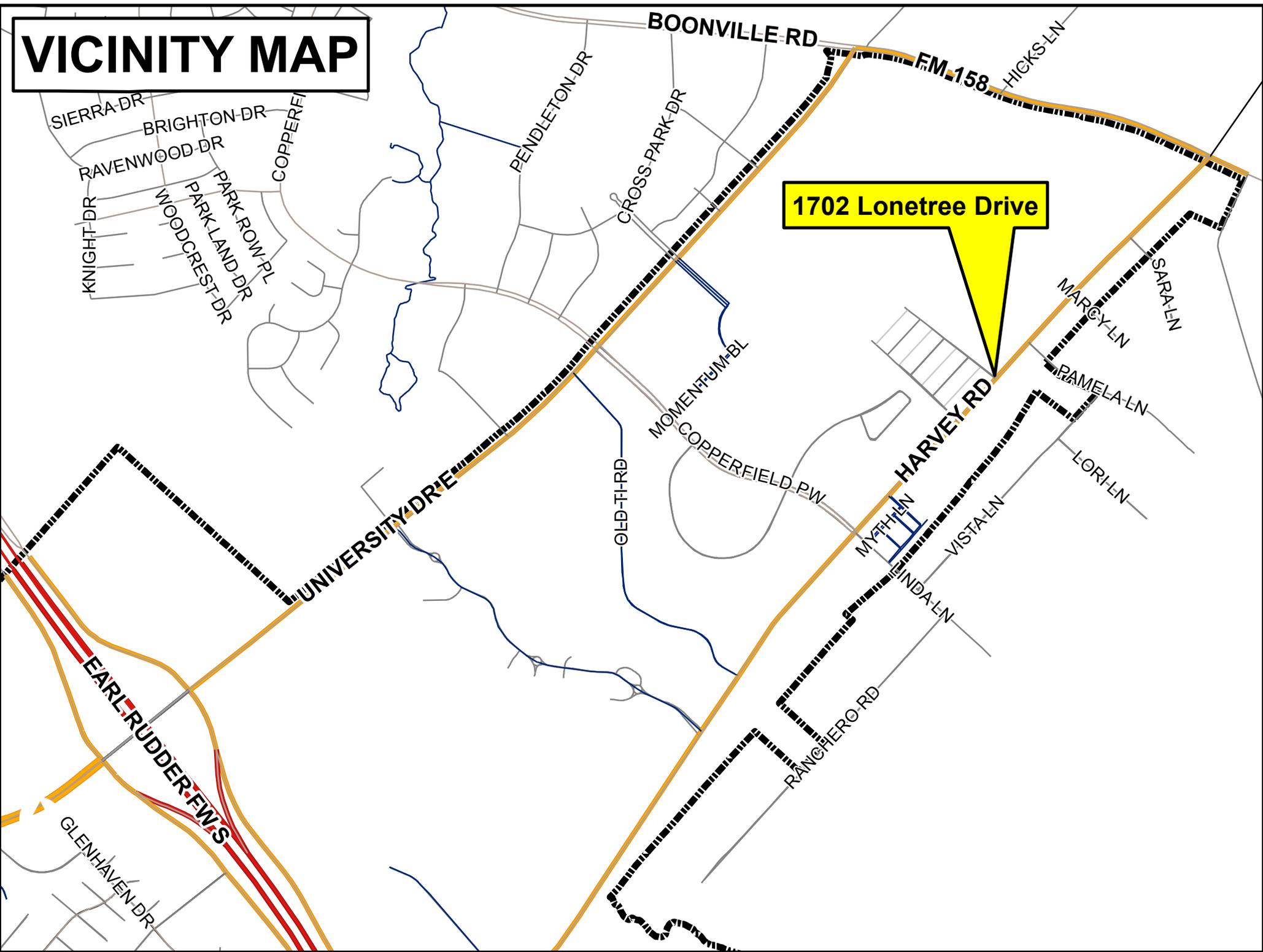
**Summary:** A corner of the house built at 1702 Lonetree Drive extends approximately 1.01 feet into a 10-foot wide Public Utility Easement along the side property line. The encroachment does not conflict with any of the utilities in the easement and consent has been granted by all franchised utilities for the encroachment. Approval of the resolution will cure the defect in the title to the property.

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

**Attachments:**  
1. Vicinity Map

2. Location Map
3. Resolution
4. Resolution Exhibit A (License Agreement)
5. License Agreement Exhibit A (Survey)
6. Application for License to Encroach

# VICINITY MAP



1702 Lonetree Drive

SIERRA DR  
BRIGHTON DR  
RAVENWOOD DR  
KNIGHT DR  
PARK ROW PL  
WOODCREST DR

PENDLETON DR  
BOONVILLE RD  
CROSS PARK DR

FM-158  
HICKS LN

UNIVERSITY DR

MOMENTUM BL  
COPPERFIELD PW

HARVEY RD

MARCY LN  
SARA LN  
PAMELA LN

EARL RUDDER FWS  
GLENHAVEN DR

MYRTLE LN  
VISTA LN  
PAMELA LN  
LORI LN  
RANGERO RD

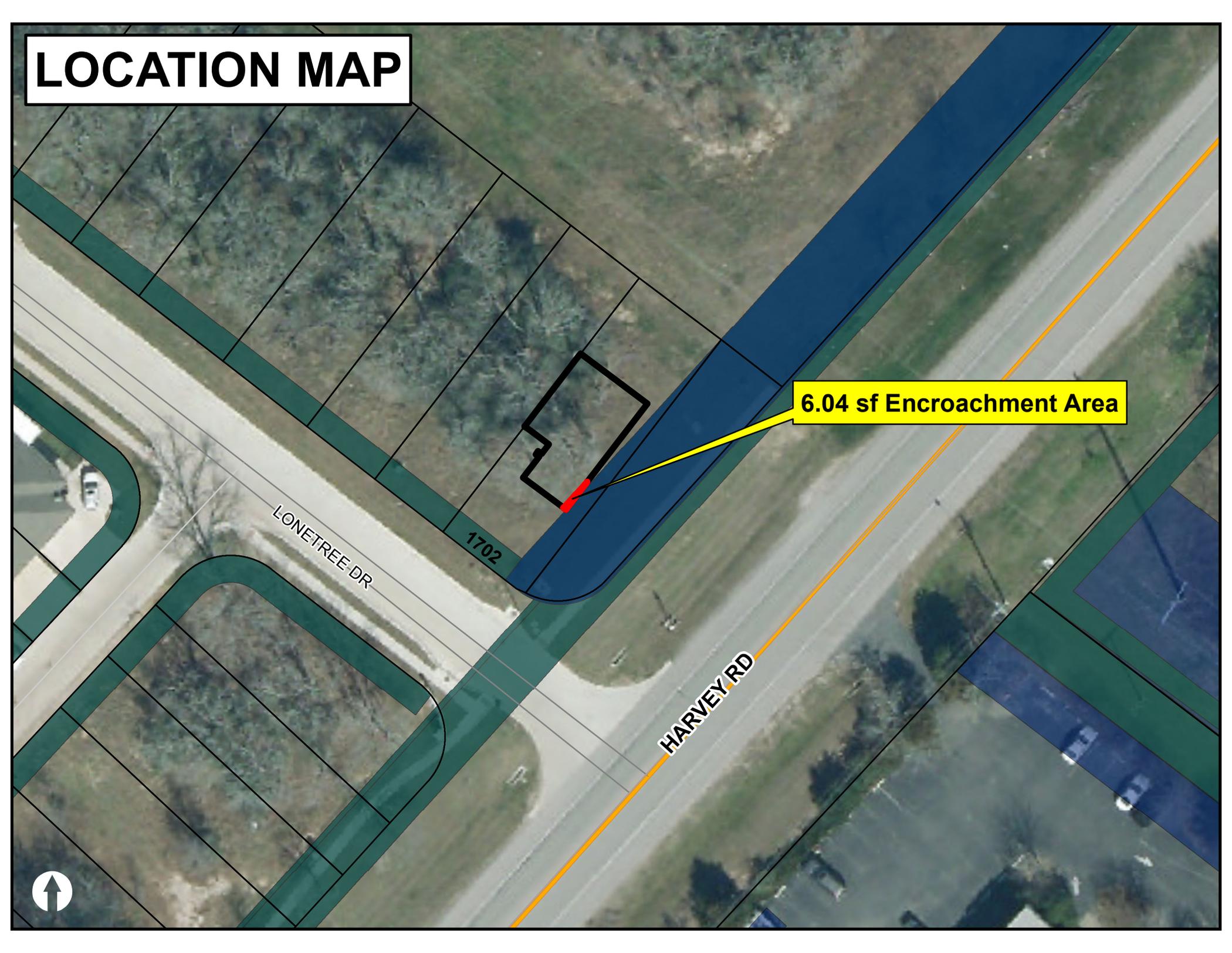
# LOCATION MAP

LONETREE DR

1702

HARVEY RD

6.04 sf Encroachment Area



METES AND BOUNDS DESCRIPTION  
0.0001 ACRES

Being a tract of land containing 0.0001 acres, and being across Lot 1R, Block 4, of Summit Crossing Phase 1 replat recorded in Vol. 11180, Page 150, of the Brazos County Official Records (B.C.O.R.). All bearings of this survey are referenced to the Texas State Plane Coordinate System, Central Zone, NAD83(2011) Epoch 2010, as surveyed on the ground on July 26th of 2015. This description is also referred to the plat prepared by ATM.Surveying, Project No. 2015-0156, and being more particularly described as follows:

**COMMENCING** at a 1/2" iron rod with yellow plastic cap marked "KERR 4502" found for the south corner of said Lot 1R, also being the west corner of Lot A1, Block 4, common area, as recorded on said Summit Crossing plat, also being a point on the northeast right-of-way line of Lonetree Drive(50' R.O.W.)

**THENCE** North 25°23'03" East, a distance of 34.55 feet across said Lot 1R to a point for the **PLACE OF BEGINNING**;

**THENCE** North 52°26'43" West, a distance of 1.02 feet across said Lot 1R to a point for corner;

**THENCE** North 42°15'19" East, a distance of 12.62 feet to a point for the northeast corner of this tract, from which a 1/2" iron rod with a maroon plastic cap marked "RPLS 6132 - ATM SURV" set for the east corner of said Lot 1R bears N 43°26'37" E, a distance of 72.88 feet for reference;

**THENCE** South 37°38'03" West, a distance of 12.58 feet to the **PLACE OF BEGINNING** containing 0.0001 acres.

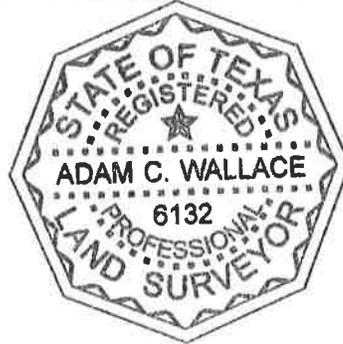


Adam Wallace

Texas Registered Professional Land Surveyor No. 6132

15-0156-Lonetree-1702-SEWER-legal

6/26/15-Revised 7/21/15





**LICENSE TO ENCROACH AGREEMENT**

**THE STATE OF TEXAS   §**  
  §       **KNOW ALL MEN BY THESE PRESENTS:**  
**COUNTY OF BRAZOS     §**

The City of College Station (“Licensor”), acting through the Mayor, who is empowered by resolution of the City Council to so act in consideration of the License to Encroach Agreement made herein by Jim Easterly (“Licensee”), owner of:

Lot 1R, Block 4, SUMMIT CROSSING PHASE 1 SUBDIVISION,  
College Station, Texas, according to the plat recorded in Volume 11180,  
Page 150 of the Official Records of Brazos County, Texas,

Hereby grants a license to Licensee to permit a portion of a structure located on a portion of Lot 1R, Block 4, Summit Crossing Phase 1 Subdivision, College Station, Texas, to encroach upon the public utility easement, as shown on the Metes and Bounds and Survey Plat in **Exhibit “A”** attached hereto and incorporated herein by reference for all purposes, owned and occupied by the City of College Station, Texas, but such improvements shall be at all times under and not in contact with any electric, water, sewer, or other utility, or equipment, or interfere in any way with such utility, including any drainage structures which are servicing the improvements and other property, and subject to the following terms and conditions:

1. Neither the granting of the license, nor any related permit, constitutes an abandonment by Licensor of its property, easement or easements, or any other rights in and to the above-described property. Licensee expressly stipulating and agreeing by Licensee's acceptance of this license that Licensee neither asserts nor claims any interest or right of any type or nature whatsoever, legal, equitable or otherwise in or to Licensor's property.
2. **LICENSEE HEREBY EXPRESSLY COVENANTS, STIPULATES AND AGREES, WITHOUT LIMITATION, TO INDEMNIFY AND DEFEND THE LICENSOR AND HOLD IT HARMLESS FROM ANY AND ALL LIABILITY, CLAIM, CAUSE OF ACTION, AND COST, INCLUDING ATTORNEYS' FEE, AND INCLUDING ANY ACTS OR OMISSIONS OF THE LICENSOR, ITS OFFICERS, AGENTS, AND EMPLOYEES, WHICH MAY GROW OUT OF OR BE ATTRIBUTABLE TO THE GRANTING BY THE LICENSOR OF SAID LICENSE AND ANY SUPPLEMENTAL LICENSE WHICH MAY HEREAFTER BE ISSUED IN CONNECTION HEREWITH INCLUDING ANY INSPECTIONS WHICH MAY BE CONDUCTED IN CONNECTION WITH OR PURSUANT TO SAID LICENSE OR ANY SUPPLEMENTAL LICENSE.**
3. Licensee, at its own expense, shall restore or cause to be restored the subject property to as good a condition as existed prior to construction of the improvements which are the subject of this License Agreement. Licensee shall pay all costs of relocation of any public utilities or facilities that may be incurred as a result of the proposed construction or actual construction.
4. Licensee agrees to comply with all laws and ordinances in the construction and maintenance of said improvements.
5. Licensor retains the right, but not the obligation, to enter upon the land which this license applies and at Licensee's expense to remove any structure or improvements or alterations thereon upon the determination by Licensor that such removal is necessary for exercising Licensor's rights or duties in regard to the easement, or for protecting persons or property, or public interest in regard to the easement.
6. This license, until its expiration or revocation, shall run with the title to the above-described real property, and the terms and conditions hereof shall be binding upon subsequent owners or holders thereof. Licensee shall cause any immediate successors in interest to have factual notice of this License to Encroach Agreement.

7. This license shall expire automatically upon removal of the improvements located upon the property pursuant to this license, and shall expire as to any portion of said improvements upon the removal, whether or not all of the proposed improvements are removed.

8. This license is revocable by the Licensor upon the occurrence of any of the following conditions or events:

- a. Licensee or its successors or assigns have failed to comply with the terms of the granting of the license.
- b. The improvements located thereon or any portion of them interfere with the rights of the Licensor or the public in or to Licensor's property.
- c. The use of the licensed area becomes necessary for a public purpose.
- d. Said improvements or a portion of them constitute a danger to the public which is not remediable by maintenance or alteration of the said improvements.
- e. Said improvements or a portion of them have expanded beyond the scope of the license.
- f. Maintenance or alteration necessary to alleviate danger to the public has not been made within a reasonable time after the dangerous condition has arisen.

9. This license is effective upon the acceptance of the terms of by the Licensee indicated by Licensee's signature.

10. This license shall be filed of record in the Official Records Brazos County.

**APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**APPROVED:**

**JIM EASTERLY,**  
Licensee

**APPROVED:**

**CITY OF COLLEGE STATION,**  
Licensor

**BY:** \_\_\_\_\_  
**JIM EASTERLY**

**BY:** \_\_\_\_\_  
**Mayor**

**ATTEST:**

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

**APPROVED:**

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

**STATE OF TEXAS**           §  
  §       **ACKNOWLEDGMENT**  
**COUNTY OF BRAZOS**    §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, as Mayor of the City of College Station, a Texas Home Rule Municipal Corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**STATE OF TEXAS**           §  
  §       **ACKNOWLEDGMENT**  
**COUNTY OF BRAZOS**    §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2015, by Jim Easterly as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**Exhibit "A"**  
**Metes and Bounds Survey Plat**

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

**A RESOLUTION MAKING CERTAIN FINDINGS OF FACT AND AUTHORIZING THE MAYOR OF THE CITY OF COLLEGE STATION TO EXECUTE A LICENSE TO ENCROACH AGREEMENT BETWEEN THE CITY OF COLLEGE STATION AND THE APPLICANT, JIM EASTERLY, REGARDING THE ENCROACHMENT OF A STRUCTURE LOCATED AT LOT 1R, BLOCK 4, SUMMIT CROSSING PHASE 1 SUBDIVISION, MORE COMMONLY KNOWN AS 1702 LONETREE DRIVE, INTO THE PUBLIC UTILITY EASEMENT.**

**WHEREAS**, the City of College Station, has received an application for a license to encroach into a public utility easement; and

**WHEREAS**, the City of College Station has enacted Ordinance No. 1645 governing encroachments;

**WHEREAS**, the City Council must make certain findings of facts to grant a license to encroach, the;

**WHEREAS**, after hearing the application of Jim Easterly to encroach into the easement, the City Council of the City of College Station finds the following facts:

1. That through no fault of the present property owner, a portion of the structure was constructed in the utility easement.
2. That there are no utilities which would be interfered with by the utilization of the property in its present status.
3. That there are no utilities which would interfere with the utilization of the property in its present status.
4. That the structure intrudes into the easement to such a degree that it is not economically feasible to remove the part of the structure within the easement.
5. That the land use in the neighborhood appears to be stable and the use to which this property is being put is not likely to change within the foreseeable future and is similar to the use to that of the neighborhood;

**WHEREAS**, the City Council after hearing the application and finding the specific facts as stated above now concludes and finds that:

1. The fact that the structure was constructed within the easement through no fault of the present property owner and that it is not economically feasible to remove the part of the structure within the easement area does constitute special

circumstances and conditions affecting the property which if not take into consideration would deprive the applicant of the reasonable use of his property.

- 2. The fact that the land use is not likely to change within the foreseeable future and that it is not economically feasible to remove the part of the structure within the easement does provide a basis for granting the license necessary for the preservation and enjoyment of the substantial property right of the applicant.
- 3. The fact that the use of the easement area by the property owner does not interfere with the utilities or access to the utilities and is not detrimental to the public health, safety or welfare or injurious to the property in the area.

**WHEREAS**, the applicant agrees to accept the terms of the License to Encroach Agreement as presented to him; now, therefore,

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

**PART I:** That the Mayor is authorized to execute on behalf of the City of College Station a License to Encroach Agreement with Jim Easterly regarding the encroachment of a portion of a structure located at Lot 1R, Block 4, Summit Crossing Phase 1 Subdivision, more commonly known as 1702 Lonetree Drive, into the public utility easement area. The terms of License to Encroach Agreement are as set forth in the form attached hereto as **Exhibit "A"** and incorporated herein by reference for all purposes.

**PART II:** That this resolution shall be effective immediately upon adoption.

**PASSED and APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**ATTEST:**

**APPROVED:**

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

\_\_\_\_\_  
**Mayor**

**APPROVED:**

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

**Exhibit "A"**  
**License to Encroach Agreement**

**FOR OFFICE USE ONLY**

CASE NO.: LCSE2015-00000

DATE SUBMITTED: \_\_\_\_\_

TIME: \_\_\_\_\_

STAFF: \_\_\_\_\_

## LICENSE TO ENCROACH APPLICATION

**MINIMUM SUBMITTAL REQUIREMENTS:**

- \$757 License to Encroach Application Fee.
- Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- All exhibits processed (except for Exhibit No. 4 which will be processed by staff).

LOCATION OF PUBLIC UTILITY EASEMENT BEING ENCROACHED UPON (include legal description):

1702 Lonetree, College Station, TX.  
LOT 12, BLOCK 4, SUMMIT CROSSING PHASE I SUBDIVISION

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name Adam Wallace - ATM Surveying E-mail adam@atmsurveying.com  
 Street Address 1403 Lemon Tree  
 City College Station State TX Zip Code 77840  
 Phone Number 979-209-9291 Fax Number \_\_\_\_\_

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name Jim Easterly - Lone Tree Properties E-mail jimeasterly@gmail.com  
 Street Address: 2110 Quail Hollow Dr  
 City Bryan State TX Zip Code 77802-2291  
 Phone Number 979-218-6775 Fax Number \_\_\_\_\_

*The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement of the owner. If there is more than one owner, all owners must sign the application or power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.*

  
 Signature and title

1-9-15  
 Date

**TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:**

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such License to Encroach.
2. Attached, marked Exhibit No. 1, is a sealed metes and bounds description of the portion of the public utility easement sought to be encroached upon, prepared by a Registered Public Surveyor.
3. Attached, marked Exhibit No. 2, is a copy of a plat or detailed sketch of that portion of the public right-of-way/ easement sought to be encroached upon and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described public utility easement is situated, together with the record owners of such lots.
4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the License to Encroach.
5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the License to Encroach.
6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

Name NONE-The area is on the interior of this lot so no abutting properties. E-mail \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Reason consent was not obtained: \_\_\_\_\_

If objecting, points of objection:

Name \_\_\_\_\_ E-mail \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Reason consent was not obtained: \_\_\_\_\_

If objecting, points of objection:

Name \_\_\_\_\_ E-mail \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Reason consent was not obtained: \_\_\_\_\_

If objecting, points of objection:

7. That there are special circumstances or conditions affecting the property involved such that the strict enforcement of encroachment policies would deprive the applicant of the reasonable use of his property.

*The house is already constructed, is not depriving access to the sewer line in any significant way.*

8. That the license is necessary for the preservation and enjoyment of the substantial property right of the applicant.

*The license is required for the sale of the property.*

9. That the utilization of the easement area for the access to and the operation of utilities, including drainage, will not be impaired.

*The easement can be used at any time to access the sewer line.*

10. That the granting of the license will not be detrimental to the public health, safety, or welfare or injurious to another party in the area.

*The welfare of the public is not hindered by the location of the house relative to the sewer line.*

11. Such public utility easement has been and is being used as follows:

*The utility easement has the sewer line running in it.*

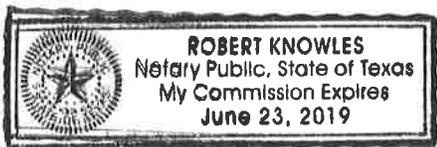
*I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.*

*Adam Wallace - surveyor*  
Signature and title

*7-17-2015*  
Date

STATE OF TEXAS           §  
  §       ACKNOWLEDGEMENT  
COUNTY OF BRAZOS       §

Subscribed and sworn to before me, a Notary Public, this *17* day of *July*, ~~2009~~ <sup>*2015*</sup> by *Adam Wallace*.



*[Signature]*  
Notary Public in and for  
the State of Texas

Application for License to  
Encroach a Public Utility Easement

Location: 1702 Lonetree, College Station, TX

**EXHIBIT NO. 1**

Attached is a sealed copy of the metes and bounds description of that portion of the public utility situated in

Lot 1R, BLOCK 4, SUMMIT CROSSING, PHASE 1, REPLAT- VOL. 11180, PAGE 150

Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be encroached upon.

METES AND BOUNDS DESCRIPTION  
0.0001 ACRES

Being a tract of land containing 0.0001 acres, and being across Lot 1R, Block 4, of Summit Crossing Phase 1 replat recorded in Vol. 11180, Page 150, of the Brazos County Official Records (B.C.O.R.). All bearings of this survey are referenced to the Texas State Plane Coordinate System, Central Zone, NAD83(2011) Epoch 2010, as surveyed on the ground on July 26th of 2015. This description is also referred to the plat prepared by ATM.Surveying, Project No. 2015-0156, and being more particularly described as follows:

**COMMENCING** at a 1/2" iron rod with yellow plastic cap marked "KERR 4502" found for the south corner of said Lot 1R, also being the west corner of Lot A1, Block 4, common area, as recorded on said Summit Crossing plat, also being a point on the northeast right-of-way line of Lonetree Drive(50' R.O.W.)

**THENCE** North 25°23'03" East, a distance of 34.55 feet across said Lot 1R to a point for the **PLACE OF BEGINNING**;

**THENCE** North 52°26'43" West, a distance of 1.02 feet across said Lot 1R to a point for corner;

**THENCE** North 42°15'19" East, a distance of 12.62 feet to a point for the northeast corner of this tract, from which a 1/2" iron rod with a maroon plastic cap marked "RPLS 6132 - ATM SURV" set for the east corner of said Lot 1R bears N 43°26'37" E, a distance of 72.88 feet for reference;

**THENCE** South 37°38'03" West, a distance of 12.58 feet to the **PLACE OF BEGINNING** containing 0.0001 acres.

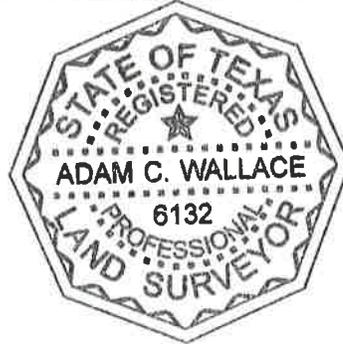


Adam Wallace

Texas Registered Professional Land Surveyor No. 6132

15-0156-Lonetree-1702-SEWER-legal

6/26/15-Revised 7/21/15

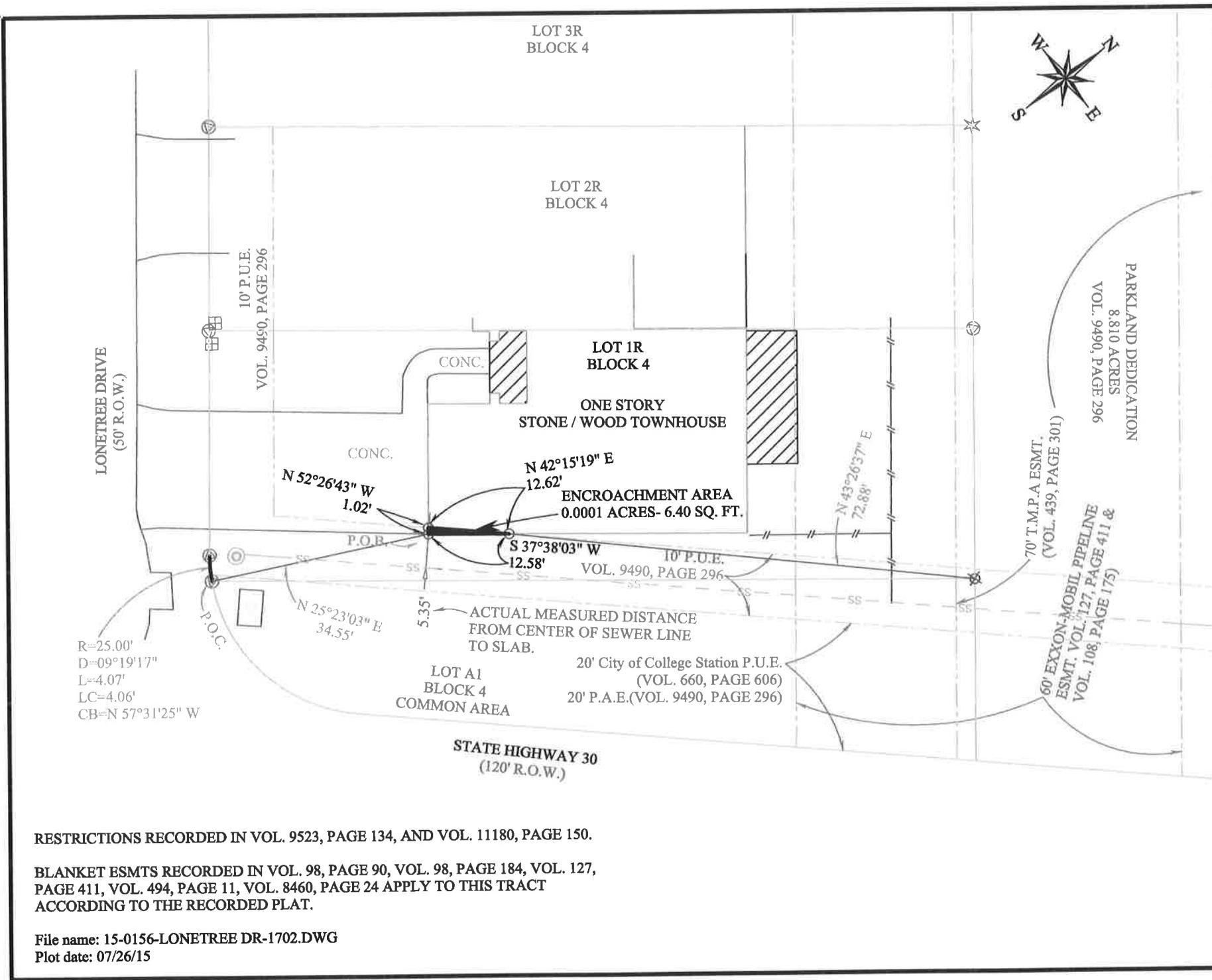


Application for License to  
Encroach a Public Utility Easement

Location: 1702 Lonetree, College Station, TX

**EXHIBIT NO. 2**

Attached are two copies of a plat or detailed sketch of the public utility easement sought to be encroached upon in the above- mentioned application, showing the surrounding area to the nearest streets in all directions, abutting lots, the block or blocks in which the portion of the public utility easement sought to be encroached upon is situated, and the addition or subdivision in which the portion of the public utility easement sought to be encroached upon is situated. Also, the names of record owners of the abutting lots are shown.



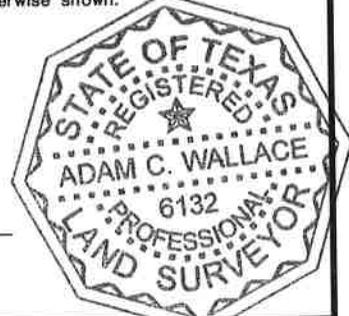
**SURVEY LEGEND**

- SUBJECT PROPERTY LINE
- - - ADJOINING PROPERTY LINE
- - - UTILITY EASEMENT
- ⊙ SEWER MANHOLE
- ⊞ WATER METER
- UNDERGROUND SANITY LINE
- //— WOOD FENCE
- ⊙ 1/2" IRON ROD WITH YELLOW PLASTIC CAP MARKED "KERR 4502" FOUND
- ⊞ 1/2" IRON ROD W/ MAROON PLASTIC CAP MARKED "RPLS 6132 - ATM SURV" SET
- \* BUSTED 1/2" IRON ROD W/ YELLOW PLASTIC CAP MARKED "KERR 4502" FOUND

**Survey Notes:**

- 1). The bearings of this survey are based on the Texas State Plane Coordinate System, Central Zone, NAD83(2011) Epoch 2010, and boundary based on 1/2" iron rods with yellow plastic cap marked "KERR 4502" found and referred to the previously recorded plat.
- 2). Drawing Scale is 1"=20'
- 3). Drawn by: Adam Wallace
- 4). Said lot does not appear to be under the 100 year flood plain, as identified by the Federal Emergency Management Agency on Community Panel No. 48041C0220E effective date, 05-16-2012

I, Adam Wallace, Registered Professional Land Surveyor No. 6132, do hereby certify that the above survey is a true and accurate representation of an actual on the ground survey performed on July 26th, 2015, made under my supervision and that there are no encroachments or overlaps unless otherwise shown.



*Adam Wallace*  
 Adam Wallace  
 Texas Registered Professional  
 Land Surveyor, Number 6132

**SURVEY PLAT**

ESMT: 0.0001 ACRE EASEMENT  
 ACROSS LOT: ONE -R (1R)      BLOCK: FOUR(4)  
 SUBDIVISION: SUMMIT CROSSING, PHASE 1, REPLAT- VOL. 11180, PAGE 150  
 STREET ADDRESS: 1702 LONETREE DRIVE  
 CITY: COLLEGE STATION, TEXAS      COUNTY: BRAZOS  
 SURVEYED FOR: LONETREE PROPERTIES

**ATM Surveying**

P.O. Box 10313, College Station, TX 77840  
 PHONE: (979)209-9291 email: Adam@ATMsurveying.com  
 www.ATMsurveying.com - FIRM #101784-00

RESTRICTIONS RECORDED IN VOL. 9523, PAGE 134, AND VOL. 11180, PAGE 150.

BLANKET ESMTS RECORDED IN VOL. 98, PAGE 90, VOL. 98, PAGE 184, VOL. 127, PAGE 411, VOL. 494, PAGE 11, VOL. 8460, PAGE 24 APPLY TO THIS TRACT ACCORDING TO THE RECORDED PLAT.

File name: 15-0156-LONETREE DR-1702.DWG  
 Plot date: 07/26/15

Application for License to  
Encroach a Public Utility Easement

Location: 1702 Lonetree, College Station, TX

**EXHIBIT NO. 3**

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public utility easement sought to be encroached upon in the Application for License to Encroach above referred to, do hereby consent to the encroachment of the described portion thereof.

ATMOS ENERGY

By:   
Title: project specialist

VERIZON TELEPHONE COMPANY

By: \_\_\_\_\_  
Title: \_\_\_\_\_

SUDDENLINK COMMUNICATIONS

By: \_\_\_\_\_  
Title: \_\_\_\_\_

BRYAN TEXAS UTILITIES

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Application for License to  
Encroach a Public Utility Easement  
Location: 1702 Lonetree, College Station, TX

**EXHIBIT NO. 3**

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public utility easement sought to be encroached upon in the Application for License to Encroach above referred to, do hereby consent to the encroachment of the described portion thereof.

ATMOS ENERGY

By: \_\_\_\_\_  
Title: \_\_\_\_\_

VERIZON TELEPHONE COMPANY

By: *John S. Sargent*  
Title: *District Supervisor Network Engineering*

SUDDENLINK COMMUNICATIONS

By: \_\_\_\_\_  
Title: \_\_\_\_\_

BRYAN TEXAS UTILITIES

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Application for License to  
Encroach a Public Utility Easement

Location: 1702 Lonetree, College Station, TX

**EXHIBIT NO. 3**

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public utility easement sought to be encroached upon in the Application for License to Encroach above referred to, do hereby consent to the encroachment of the described portion thereof

ATMOS ENERGY

By: \_\_\_\_\_  
Title: \_\_\_\_\_

VERIZON TELEPHONE COMPANY

By: \_\_\_\_\_  
Title: \_\_\_\_\_

SUDDENLINK COMMUNICATIONS

By: *Dan [Signature]*  
Title: *Regional Construction Coordinator*  
*7/21/15*

BRYAN TEXAS UTILITIES

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Application for License to  
Encroach a Public Utility Easement  
Location: 1702 Lonetree, College Station, TX

**EXHIBIT NO. 3**

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public utility easement sought to be encroached upon in the Application for License to Encroach above referred to, do hereby consent to the encroachment of the described portion thereof.

ATMOS ENERGY

By: \_\_\_\_\_  
Title: \_\_\_\_\_

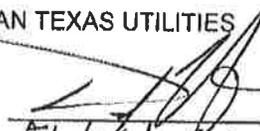
VERIZON TELEPHONE COMPANY

By: \_\_\_\_\_  
Title: \_\_\_\_\_

SUDDENLINK COMMUNICATIONS

By: \_\_\_\_\_  
Title: \_\_\_\_\_

~~BRYAN TEXAS UTILITIES~~

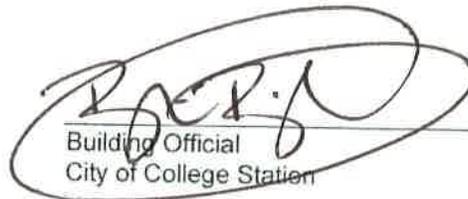
By:  \_\_\_\_\_  
Title: Electrical Engineering Supervisor

Application for License to  
Encroach a Public Utility Easement  
Location: 1702 Lonetree, College Station, TX

**EXHIBIT NO. 4**

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for License to Encroach the public utility easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested license from the City's standpoint.

  
City Engineer *for A. Gibbs*  
City of College Station

  
Building Official  
City of College Station

  
Zoning Official  
City of College Station

\_\_\_\_\_  
Fire Marshal  
City of College Station

\_\_\_\_\_  
Electric Department  
City of College Station

\_\_\_\_\_  
Water Services Department  
City of College Station

\_\_\_\_\_  
Public Works Director  
City of College Station

Application for License to  
Encroach a Public Utility Easement  
Location: 1702 Lonetree, College Station, TX

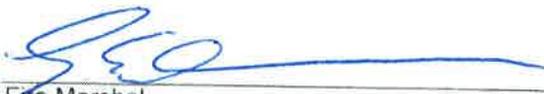
**EXHIBIT NO. 4**

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for License to Encroach the public utility easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested license from the City's standpoint.

\_\_\_\_\_  
City Engineer  
City of College Station

\_\_\_\_\_  
Building Official  
City of College Station

\_\_\_\_\_  
Zoning Official  
City of College Station

  
\_\_\_\_\_  
Fire Marshal  
City of College Station

\_\_\_\_\_  
Electric Department  
City of College Station

\_\_\_\_\_  
Water Services Department  
City of College Station

\_\_\_\_\_  
Public Works Director  
City of College Station

Application for License to  
Encroach a Public Utility Easement  
Location: 1702 Lonetree, College Station, TX

**EXHIBIT NO. 4**

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for License to Encroach the public utility easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested license from the City's standpoint.

\_\_\_\_\_  
City Engineer  
City of College Station

\_\_\_\_\_  
Building Official  
City of College Station

\_\_\_\_\_  
Zoning Official  
City of College Station

\_\_\_\_\_  
Fire Marshal  
City of College Station

*Gilbert Martinez 7-29-15*  
\_\_\_\_\_  
Electric Department  
City of College Station

\_\_\_\_\_  
Water Services Department  
City of College Station

\_\_\_\_\_  
Public Works Director  
City of College Station

Application for License to  
Encroach a Public Utility Easement

Location: 1702 Lonetree, College Station, TX

**EXHIBIT NO. 4**

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for License to Encroach the public utility easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested license from the City's standpoint.

\_\_\_\_\_  
City Engineer  
City of College Station

\_\_\_\_\_  
Building Official  
City of College Station

\_\_\_\_\_  
Zoning Official  
City of College Station

\_\_\_\_\_  
Fire Marshal  
City of College Station

\_\_\_\_\_  
Electric Department  
City of College Station

*[Signature]* 28 July 2015  
\_\_\_\_\_  
Water Services Department  
City of College Station

\_\_\_\_\_  
Public Works Director  
City of College Station

Application for License to  
Encroach a Public Utility Easement  
Location: 1702 Lonetree, College Station, TX

**EXHIBIT NO. 4**

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for License to Encroach the public utility easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested license from the City's standpoint.

\_\_\_\_\_  
City Engineer  
City of College Station

\_\_\_\_\_  
Building Official  
City of College Station

\_\_\_\_\_  
Zoning Official  
City of College Station

\_\_\_\_\_  
Fire Marshal  
City of College Station

\_\_\_\_\_  
Electric Department  
City of College Station

\_\_\_\_\_  
Water Services Department  
City of College Station

  
\_\_\_\_\_  
Public Works Director  
City of College Station

Application for License to  
Encroach a Public Utility Easement

Location: 1702 Lonetree, College Station, TX

**EXHIBIT NO. 5**

The undersigned, owners of property abutting upon that portion of the public utility easement named and described in the Application for License to Encroach a Public Utility Easement referred to above, do hereby consent to such license.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## Legislation Details (With Text)

<b>File #:</b>	15-0403	<b>Version:</b>	1	<b>Name:</b>	Munson - No Parking
<b>Type:</b>	Ordinance	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	7/14/2015	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	8/13/2015	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Public Hearing, presentation, possible action, and discussion of an ordinance amending Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", E "Parking Regulations of Certain Described Areas", (1) "Traffic Schedule XIV - No Parking Here to Corner or No Parking Anytime", to remove parking along Munson Avenue.				
<b>Sponsors:</b>	Troy Rother				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Map - No Parking - Munson Avenue.pdf</a> <a href="#">Park Removal Ordinance - Munson Avenue.pdf</a>				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Public Hearing, presentation, possible action, and discussion of an ordinance amending Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", E "Parking Regulations of Certain Described Areas", (1) "Traffic Schedule XIV - No Parking Here to Corner or No Parking Anytime", to remove parking along Munson Avenue.

### Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

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

Summary: Munson Avenue will be reconstructed between Lincoln Avenue and Dominik Drive. Based upon citizen input from the first public meetings held in November of 2014, the 40 percent design recommends reducing the width of the Munson Drive Pavement from 28 feet back of curb to 24 feet back of curb. The 40 percent design also recommends increasing the width of the sidewalk on the north side of Munson from 5 feet back of curb to 8 feet back of curb.

To accommodate the change in pavement width, the City of College Station Fire Department needs the parking to be removed on both sides of Munson Drive from Rose Circle to Dominik Drive. Parking is already prohibited on the segment of road between Lincoln Avenue and Rose Circle.

The City of College Station Traffic Management Team considered the Fire Departments request and recommends that the parking removal ordinance be approved prior to the design moving forward. Therefore, City of College Station Public Works presented the no parking ordinance at the second public meeting for the Munson Avenue reconstruction project. Nine (9) residence/property owners attended the meeting. All the residents/property owners that were in attendance support this

ordinance.

The Traffic Management Team recommends approving this ordinance and for the ordinance to not go into effect when roadway construction begins.

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

Attachments:

1. Ordinance
2. Map

# Proposed No Parking Along Munson Avenue Between Rose Circle and Dominik Drive



Existing No Parking: — Proposed No Parking: —

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

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

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

**PART 1:** That Chapter 10, “Traffic Code”, Section 4 “Administrative Adjudication of Parking Violations”, E “Parking Regulations of Certain Described Areas”, (1) “Traffic Schedule XIV – No Parking Here to Corner or No Parking Anytime”, of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit “A” and 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 liable for a civil offense or guilty of a Class C misdemeanor, and, upon a finding of liability thereof, shall be punished by a civil penalty of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00), or upon conviction thereof, shall be punished by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Said Ordinance becomes effective ten (10) days after date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

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

**APPROVED:**

\_\_\_\_\_  
**Mayor**

**ATTEST:**

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

**APPROVED:**

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

**EXHIBIT “A”**

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

*Text to be removed is bold and italics.*

<b>Traffic Schedule XIV</b>			
<b>NO PARKING HERE TO CORNER AND NO PARKING ANYTIME</b>			
<b>Traveling On</b>	<b>Between</b>	<b>Travel Direction</b>	
<i><b>Munson Ave.</b></i>	<i><b>Lincoln Ave. and Rose Cr.</b></i>	<i><b>North</b></i>	<i><b>No parking any time</b></i>
<i><b>Munson Ave.</b></i>	<i><b>Lincoln Avenue and extending south to Rose Circle</b></i>	<i><b>Either side</b></i>	<i><b>No parking any time</b></i>

**Exhibit “B”**

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

**Munson Avenue– Anytime**

Northwest bound traffic – no parking anytime on the northeast side of Munson Avenue from Dominic Drive to Lincoln Avenue.

Southwest bound traffic – no parking anytime on the southwest side of Munson Avenue from Lincoln Avenue to Dominic Drive.



## Legislation Details (With Text)

<b>File #:</b>	15-0404	<b>Version:</b>	1	<b>Name:</b>	Spring Creek Elementary - No Parking
<b>Type:</b>	Ordinance	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	7/14/2015	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	8/13/2015	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Public Hearing, presentation, possible action, and discussion of an ordinance amending Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", E "Parking Regulations of Certain Described Areas", (1) "Traffic Schedule XIV - No Parking Here to Corner or No Parking Anytime", along WS Phillips Parkway, Brewster Drive, and Dunlap Loop.				
<b>Sponsors:</b>	Troy Rother				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">No Park, Stand, Stop - Map - WS Phillips, Brewster, and Dunlap.pdf</a> <a href="#">No Park, Stand, Stop - Ordinance - WS Phillips, Brewster, and Dunlap.pdf</a>				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion of an ordinance amending Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", E "Parking Regulations of Certain Described Areas", (1) "Traffic Schedule XIV - No Parking Here to Corner or No Parking Anytime", along WS Phillips Parkway, Brewster Drive, and Dunlap Loop.

### Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

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

Summary: The purpose of this ordinance is to remove parking, standing, and stopping within the proposed school zone around the new Spring Creek Elementary. In an effort to aid CSISD in the opening of their new school, City of College Station Public Works and Planning staff met with the principle of the newly constructed Spring Creek Elementary. This meeting took place on April 30, 2015 at the Municipal Court Building. At this meeting, CSISD requested that the City of College Station consider removing parking, standing, and stopping on roadways near the school. Based upon this request, the Traffic Management Team evaluated the newly constructed roadways.

For the Traffic Management Team, a primary concern is the ability to see children crossing the street at intersections near the school. Another concern is safety and mobility along WS Phillips Parkway and Brewster Drive during regular operation and school drop-off or pick-up time. If vehicles were to park, stand, or stop along WS Phillips Parkway, other vehicles would have to drive over the double yellow line and drive the wrong way in order to avoid the parked, standing, or stopped vehicle.

To avoid a situation where people are forced to drive on the wrong side of the double yellow lines due to people parking, standing, or stopping along WS Phillips Parkway and Brewster Drive, the Traffic Management Team recommends removing parking along these roadways during all hours.

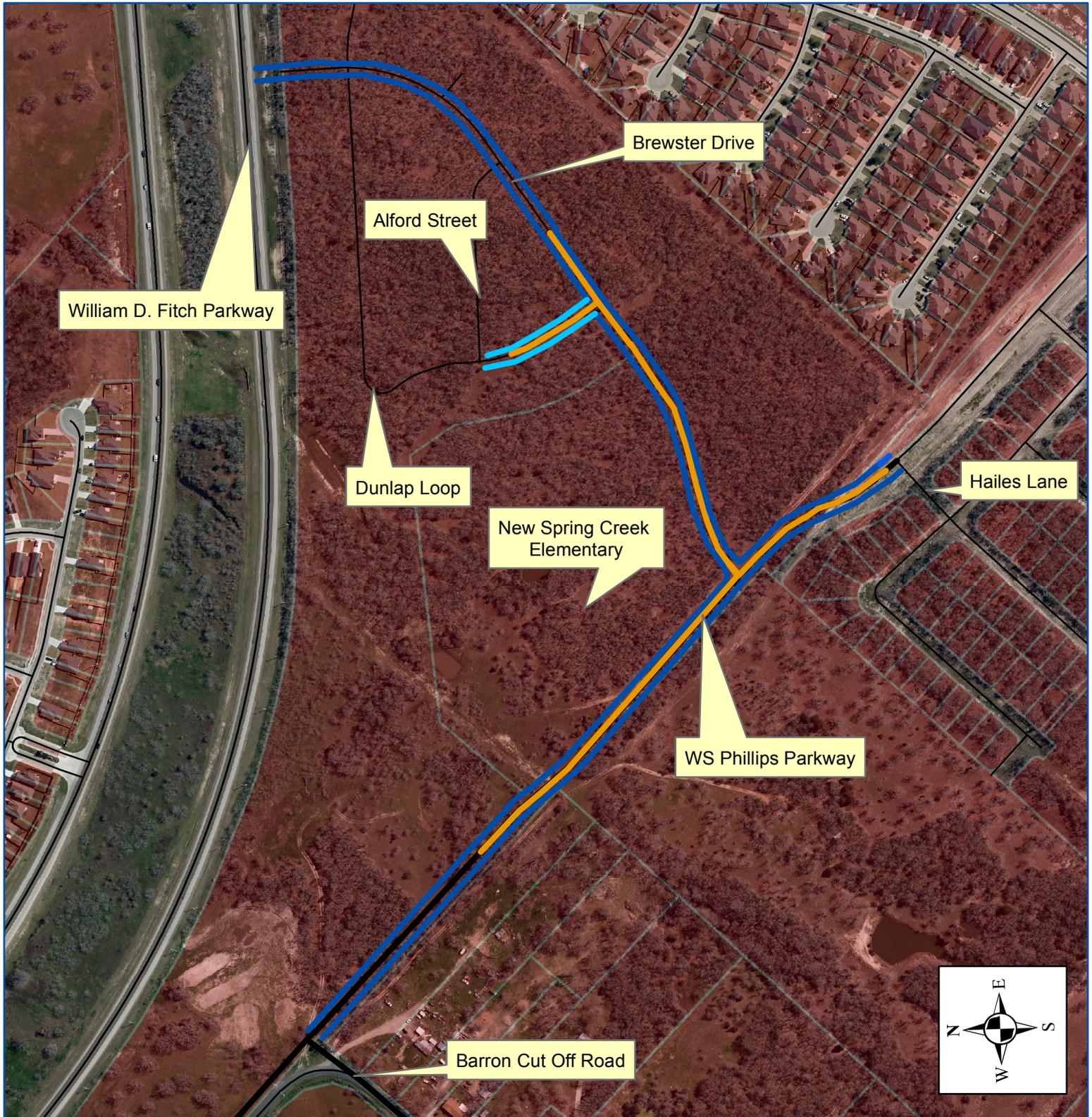
To make it possible to see children crossing the street at the intersection of Dunlap Loop and Brewster Drive within the school zone, the Traffic management Team recommends removing the parking, standing, and stopping on a segment of Dunlap Loop from 7:00 am until 9:00 am and from 2:30 pm until 4:30 pm.

Budget & Financial Summary: The “NO STOPPING, STANDING, OR PARKING” signs are planned operation and maintenance expenses accounted for in the Public Works Traffic Operations budget.

Attachments:

1. Ordinance
2. Map

# Proposed Spring Creek Elementary School Zone and Proposed No Parking, Standing, or Stopping on WS Phillips Parkway, Brewster Drive, and Dunlap Loop



Proposed School Zone: —

Proposed No Parking, Standing, or Stopping Anytime: —

Proposed No Parking, Standing, or Stopping on School Days  
from 7:00 am to 9:00 am and from 2:30 pm to 4:30 pm: —

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

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

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

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

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

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

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

**APPROVED:**

\_\_\_\_\_  
**Mayor**

**ATTEST:**

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

**APPROVED:**

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

## **EXHIBIT “A”**

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

### **1. WS Phillips Parkway – Anytime**

- a.** Northwest travel direction – No stopping, standing, or parking anytime along WS Phillips Parkway from Hailes Lane to Barron Cut Off Road.
- b.** Southeast travel direction – No stopping, standing, or parking anytime along WS Phillips Parkway from Barron Cut Off Road to Hailes Lane.

### **2. Brewster Drive – Anytime**

- a.** Northeast travel direction – No stopping, standing, or parking anytime along Brewster Drive from WS Phillips Parkway to William D. Fitch Parkway.
- b.** Southwest travel direction – No stopping, standing, or parking anytime along Brewster Drive from William D. Fitch Parkway to WS Phillips Parkway.

### **3. Dunlap Loop – School Days from 7:00 am until 9:00 am**

- a.** Northwest travel direction – On school days from 7:00 am until 9:00 am, No stopping, standing, or parking along Dunlap Loop from Brewster Drive to Alford Street.
- b.** Southeast travel direction – On school days from 7:00 am until 9:00 am, No stopping, standing, or parking along Dunlap Loop from Alford Street to Dunlap Loop.

### **4. Dunlap Loop – School Days from 2:30 pm until 4:30 pm**

- a.** Northwest travel direction – On school days from 2:30 pm until 4:30 pm, No stopping, standing, or parking along Dunlap Loop from Brewster Drive to Alford Street.
- b.** Southeast travel direction – On school days from 2:30 pm until 4:30 pm, No stopping, standing, or parking along Dunlap Loop from Alford Street to Dunlap Loop.



Legislation Details (With Text)

**File #:** 15-0417      **Version:** 1      **Name:** Cherry Street - No Parking  
**Type:** Ordinance      **Status:** Agenda Ready  
**File created:** 7/27/2015      **In control:** City Council Regular  
**On agenda:** 8/13/2015      **Final action:**  
**Title:** Public Hearing, presentation, possible action, and discussion of an ordinance amending Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", E "Parking Regulations of Certain Described Areas", (1) "Traffic Schedule XIV - No Parking Here to Corner or No Parking Anytime", to remove parking along Cherry Street between Tauber and Stasney Street.  
**Sponsors:** Troy Rother  
**Indexes:**  
**Code sections:**  
**Attachments:** [Cherry Street - Parking Removal.pdf](#)  
[Park Removal Ordinance - Cherry Street.pdf](#)

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion of an ordinance amending Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", E "Parking Regulations of Certain Described Areas", (1) "Traffic Schedule XIV - No Parking Here to Corner or No Parking Anytime", to remove parking along Cherry Street between Tauber and Stasney Street.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

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

Summary: This ordinance is for no parking anytime along the south side of Cherry Street between Tauber Street and Stasney Street. This ordinance also removes parking on the north side of Cherry Street between the hours of 5:00 am and 11:00 am.

This parking removal is needed to provide the City of College Station Fire Department and Sanitation Department access to the fire lane that services the residential property on the east corner of the Cherry Street at Tauber Street intersection. This parking removal also improves safety for vehicles trying to turn from Tauber Street onto Cherry Street.

The Traffic Management Team evaluated a request from the City of College Station Sanitation Department to remove parking along Cherry Street between Tauber Street and Stasney Street due to their inability to exit the residential fire lane during residential trash collection. Based upon a Traffic Management Teams Recommendation, City Staff held a public meeting to present a time-of-day no parking ordinance to property owners, residents, and business owners along this segment of Cherry

Street. The public meeting was held at Fire Station 6 on June 18, 2015. The Northgate Business Owners Association was also invited to this public meeting. No residents attended this public meeting.

Traffic Engineering did receive a phone call from leadership at the Islamic Student Center that is adjacent to the proposed parking removal. During this phone call, they asked that the City Consider changing the time-of-day parking removal on the south side of Cherry Street to no parking anytime. Upon further review, Traffic Engineering and the Fire Department agreed with the citizen's recommendation. Traffic Engineering presented this change to the Northgate Business Owners Association and their representative voiced opposition to this change. The opposition is over a concern about parking availability in the Northgate District.

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

Attachments:

1. Ordinance
2. Map

# Proposed Parking Removal Along Cherry Street



No Parking 5 am to 11 am Except Sundays: ————  
No Parking Anytime: ————

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

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

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

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

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

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

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

**APPROVED:**

\_\_\_\_\_  
**Mayor**

**ATTEST:**

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

**APPROVED:**

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

**EXHIBIT “A”**

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

**1. Cherry Street – Anytime**

- a. Northeast bound traffic – no parking anytime along the southeast side of Cherry Street between Tauber Street and Stasney Street.

**2. Cherry Street – From 5:00 am until 11 am Except Sundays**

- a. Southwest bound traffic – no parking from 5:00 am until 11:00 am, except Sundays, along the northwest side of Cherry Street between Stasney Street and Tauber Street.



## Legislation Details (With Text)

**File #:** 15-0433      **Version:** 1      **Name:** 1600 University Drive East-Rezoning  
**Type:** Rezoning      **Status:** Agenda Ready  
**File created:** 7/30/2015      **In control:** City Council Regular  
**On agenda:** 8/13/2015      **Final action:**

**Title:** Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from GC General Commercial and OV Corridor Overlay to GC General Commercial for approximately 4.73 acres being Lot 1, Block 16 of Glenhaven Estates Phase 6, generally located on the southwest corner of University Drive East and Glenhaven Drive.

**Sponsors:** Mark Bombek

**Indexes:**

**Code sections:**

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

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from GC General Commercial and OV Corridor Overlay to GC General Commercial for approximately 4.73 acres being Lot 1, Block 16 of Glenhaven Estates Phase 6, generally located on the southwest corner of University Drive East and Glenhaven Drive.

### Relationship to Strategic Goals:

- Diverse Growing Economy

### Recommendation(s):

The Planning and Zoning Commission considered this item on June 18, 2015 and voted unanimously to approve the rezoning request. Staff also recommends approval of the rezoning request to remove the OV Corridor Overlay.

### Summary:

The applicant has requested the proposed amendment to remove the OV Corridor Overlay from the property as a step toward the redevelopment of a commercial restaurant on approximately 4.73 acres located at the southwest corner of the University Drive East and Glenhaven Drive intersection.

## REVIEW CRITERIA

- 1. Consistency with the Comprehensive Plan:** The existing Future Land Use and Character designation on the property is General Commercial. The property is also located in the Hospitality Corridor, which focuses on linking current and future hospitality facilities into a cohesive corridor along with adjacent redevelopment areas that, over time, could emerge as another urban character area. Additionally, the corridor plans to utilize elements such as signage, landscaping, and design to visually tie the corridor together. Generally, this area consists largely of developed commercial uses consisting of restaurants, hotels, medical facilities, and other supporting commercial activities, as well as nearby and adjacent residential uses.

General Commercial is generally for concentrations of commercial activities that cater to both nearby residents and to the larger community or region. Generally, these areas tend to be large in size and located 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.

- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The adjacent land uses consist of commercial, institutional/public and residential activities with the additional OV Corridor Overlay and NPO Neighborhood Prevailing Overlay zoning districts, which are consistent with the land use designations identified under the Comprehensive Plan for this area. The character of the proposed development is compatible with the existing surrounding uses as it will provide a commercial use that will not only serve the nearby residents but will also serve the larger community. The request is to remove the OV Corridor Overlay zoning from this property to allow for redevelopment of the site with a 10 foot parking setback as opposed to the 20 foot parking setback required under the OV Corridor Overlay zoning district. The property was built prior to the overlay being adopted in 1992. Being that the property is currently nonconforming, the property owner would not be permitted to reconstruct parking spaces without having to meet the additional parking setback required with the overlay.

- 3. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The proposed amendment is not affecting the suitability of the property as the land use is not being changed with this request. The property would still retain the right to develop under the GC General Commercial zoning district as existing under its current designation. The change again is to remove the OV Corridor Overlay zoning from the property to allow the applicant the ability to redevelop the site for a restaurant use.

- 4. Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The property is currently zoned GC General Commercial and OV Corridor Overlay providing opportunities for a wide range of commercial uses, which is in line with the use and development pattern of the immediately surrounding properties. However, many of the existing uses along the same side of University Drive East were not developed under the standards of the Corridor Overlay, which does not comply with the current development patterns of the larger University Drive Corridor.

- 5. Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The applicant indicates that the marketability of the property will not be affected by the proposed amendment as it is retaining the same permitted rights the property currently has for future development.

However, the applicant has noted that if the end user of the property requires or desires significant parking the overlay regulations will limit the property's marketability

- 6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** The subject property is located within College Station Utilities CCN. The property currently has access to an 8-inch and 16- inch domestic water line. The property is also connected to an 8-inch sanitary sewer line. The subject tract is in the Burton Creek Drainage Basin. Detention is existing on site and the development should not exceed the current discharge rate. Additionally, there is no FEMA regulated floodplain identified on the property. The development will be required to comply with the City's drainage ordinance and BCS Unified Stormwater Design Guidelines. Access is currently taken along University Drive East, a 6-lane Major Arterial, and Glenhaven Drive, a 2-lane Major Collector.

Budget & Financial Summary: N/A

Attachments:

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

**NOTIFICATIONS**

Advertised Commission Hearing Date: July 16, 2015

Advertised Council Hearing Dates: August 13, 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:

Summerglen Homeowner's Association

Property owner notices mailed: 36  
 Contacts in support: None  
 Contacts in opposition: None at the time of the staff report.  
 Inquiry contacts: Three at the time of the staff report.

**ADJACENT LAND USES**

<b>Direction</b>	<b>Comprehensive Plan</b>	<b>Zoning</b>	<b>Land Use</b>
<b>North</b> (across University Drive East)	General Commercial	GC General Commercial and OV Corridor Overlay	Commercial Uses (Restaurants)
<b>South</b>	Neighborhood Conservation	T Townhome and NPO Neighborhood Prevailing Overlay	Single-Family Homes
<b>East</b> (across Glenhaven Drive)	Institutional/Public	GC General Commercial and OV Corridor Overlay	Scott and White Clinic
<b>West</b>	Neighborhood Conservation	T Townhome and NPO Neighborhood Prevailing Overlay	Single-Family Homes

**DEVELOPMENT HISTORY**

**Annexation:** 1958  
**Zoning:** R-1 Single-Family Residential upon annexation  
 A-P Administrative Professional in 1981  
 OV Corridor Overlay added in 1992  
 GC General Commercial in 2013  
**Final Plat:** 1985 (Glenhaven Estates Phase 6)  
**Site development:** Existing vacant building (former Scott and White Clinic)



Case: REZ2015-000004

1600 UNIVERSITY DR E

DEVELOPMENT REVIEW



REZONING



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

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 12-4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FOR APPROXIMATELY 4.730 ACRES FROM GC GENERAL COMMERCIAL AND OV CORRIDOR OVERLAY TO GC GENERAL COMMERCIAL, BEING LOCATED IN THE RICHARD CARTER LEAGUE, ABSTRACT NO. 8, BRAZOS COUNTY, TEXAS, BEING THAT SAME TRACT OF LAND CONVEYED TO SCOTT AND WHITE MEMORIAL HOSPITAL AND SCOTT, SHERWOOD AND BRINDLEY FOUNDATION, AS DESCRIBED IN THE DEED RECORDED IN VOLUME 1806, PAGE 230 OF THE BRAZOS COUNTY DEED RECORDS, ALSO BEING ALL OF BLOCK 16, GLENHAVEN ESTATES- PHASE VI, A SUBDIVISION OF 4.370 ACRES OF LAND RECORDED IN VOLUME 795, PAGE 701 OF THE BRAZOS COUNTY DEED RECORDS, BRAZOS COUNTY, TEXAS; LOCATED AT 1600 UNIVERSITY DRIVE EAST, MORE GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF UNIVERSITY DRIVE EAST AND GLENHAVEN DRIVE, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1: That 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 13<sup>th</sup> day of August, 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 GC General Commercial and OV Corridor Overlay to GC General Commercial, as shown graphically in EXHIBIT "B":

FIELD NOTES OF 4.370 ACRES OF LAND  
(Page 1 of 2)

All of that certain 4.370 acres of land situated in the Richard Carter League, Abstract No. 8, Brazos County, Texas, being that same tract of land conveyed to Scott and White Memorial Hospital and Scott, Sherwood and Brindley Foundation, as described in the deed recorded in Volume 1806, Page 230 of the Brazos County Deed Records (B.C.D.R.), also being all of Block 16, GLENHAVEN ESTATES - PHASE VI, a subdivision of 4.370 acres of land recorded in Volume 795, Page 701 of the B.C.D.R., and being more particularly described by metes and bounds as follows:

BEGINNING at an "X" set in concrete at the intersection of the southeasterly right-of-way line of University Drive (a.k.a. F.M. 60; width varies according to Cause No. 213-A filed in the Brazos County Clerk's Office) with the southwesterly right-of-way line of Glenhaven Drive (70 feet wide according to said plat of GLENHAVEN ESTATES - PHASE VI), said "X" marking the northeasterly corner of the herein described tract of land;

THENCE South 24 deg. 29 min. 35 sec. East, along and with said southwesterly right-of-way line of Glenhaven Drive, a distance of 103.06 feet to a 5/8 inch iron rod with cap found at the point of curvature of a curve to the left;

THENCE in a southeasterly direction, continuing with the southwesterly right-of-way line of Glenhaven Drive, along the arc of said curve to the left subtending a central angle of 10 deg. 56 min. 29 sec., having a radius of 1,508.96 feet, an arc length of 288.16 feet, a chord bearing of South 29 deg. 57 min. 50 sec. East, and a chord distance of 287.72 feet to a 1/2 inch iron rod found at the southeasterly corner of the herein described tract of land, same being the most northerly corner of Lot 1, Block 13, GLENHAVEN ESTATES - PHASE III, according to the map or plat thereof recorded in Volume 698, Page 255 of the B.C.D.R.;

THENCE South 53 deg. 53 min. 07 sec. West, departing the southwesterly right-of-way of Glenhaven Drive, along and with the northwesterly line of said Block 13, a distance of 161.88 feet to the point of curvature of a curve to the right, from which a found 1/2 inch iron bears witness South 59 deg. West, a distance of 0.36 feet;

THENCE in a westerly direction, with the northerly line of Block 13, along the arc of said curve to the right subtending a central angle of 78 deg. 21 min. 17 sec., having a radius of 260.00 feet, an arc length of 355.56 feet, a chord bearing of North 86 deg. 56 min. 15 sec. West, and a chord distance of 328.50 feet to the point of tangent, from which a found 1/2 inch iron bears witness North 64 deg. West, a distance of 0.48 feet;

THENCE North 47 deg. 45 min. 36 sec. West, along and with the upper northeasterly line of Block 13, a distance of 328.61 feet to a 1/2 inch iron rod found in the aforementioned southeasterly right-of-way line of University Drive at the northwesterly corner of the herein described tract of land;

THENCE North 71 deg. 36 min. 48 sec. East, along and with the southeasterly right-of-way line of University Drive, a distance of 198.05 feet to an angle point in the herein described tract of land, from which a found TX DOT monument (disturbed) bears witness South 54 deg. West, a distance of 0.59 feet;

THENCE North 71 deg. 35 min. 25 sec. East, continuing along and with the southeasterly right-of-way line of University Drive, a distance of 101.13 feet to an angle point in the herein described tract of land, from which a found TX DOT monument (disturbed) bears witness North 56 deg. West, a distance of 0.90 feet;

THENCE North 65 deg. 30 min. 25 sec. East, continuing along and with the southeasterly right-of-way line of University Drive, a distance of 254.69 feet to the POINT OF BEGINNING, and containing within these metes and bounds 4.370 acres (190,374 square feet) of land.

This tract of land surveyed on the ground the 30<sup>th</sup> day of July 2013 and based on the Land Title and Topographic Survey prepared by The Pinnell Group, LLC; filed in Job Number 13-196. Bearings based on said recorded plat of GLENHAVEN ESTATES - PHASE VI.

  
Daniel N. Pinnell  
Registered Professional Land Surveyor  
Texas Registration No. 5349



4-22-2015

The Pinnell Group, LLC  
26730 I-45 North  
Spring, TX 77386  
281-363-8700  
www.thepinnellgroup.com  
FIRM Reg. #10039600





## Legislation Details (With Text)

**File #:** 15-0431      **Version:** 1      **Name:** 4201 Rock Prairie Road Rezoning

**Type:** Ordinance      **Status:** Agenda Ready

**File created:** 7/29/2015      **In control:** City Council Regular

**On agenda:** 8/13/2015      **Final action:**

**Title:** 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 for approximately 20.872 acres from R Rural to 17.14 acres of RS Restricted Suburban and 3.732 acres of SC Suburban Commercial, both tracts being located in the Thomas Caruthers League, Abstract No.9, College Station, Brazos County, Texas. Said Tracts being portions of the remainder of a called 26.25 acre tract as described by a deed to Dale W. Conrad and Wife, Reba J. Conrad recorded in Volume 460, Page 505 of the Deed Records of Brazos County, Texas; generally located at 4201 Rock Prairie Road, and more generally located at the northeast corner of Rock Prairie Road and Bird Pond Road.

**Sponsors:** Jennifer Prochazka

**Indexes:**

**Code sections:**

**Attachments:** [Background](#)  
[Aerial & Small Area Map](#)  
[Letter from the Applicant](#)  
[Ordinance](#)

Date	Ver.	Action By	Action	Result
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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 for approximately 20.872 acres from R Rural to 17.14 acres of RS Restricted Suburban and 3.732 acres of SC Suburban Commercial, both tracts being located in the Thomas Caruthers League, Abstract No.9, College Station, Brazos County, Texas. Said Tracts being portions of the remainder of a called 26.25 acre tract as described by a deed to Dale W. Conrad and Wife, Reba J. Conrad recorded in Volume 460, Page 505 of the Deed Records of Brazos County, Texas; generally located at 4201 Rock Prairie Road, and more generally located at the northeast corner of Rock Prairie Road and Bird Pond Road.

### Relationship to Strategic Goals:

- Core Services and Infrastructure
- Neighborhood Integrity

### Recommendation(s):

The Planning and Zoning Commission considered this item on June 18, 2015 and voted 5-0 to approve the rezoning request.

The City Council considered this item at their July 9, 2015 regular meeting and deferred action to

August 13, 2015 so that the following items could be adequately addressed:

- Statement of intent from the applicant for gravity sewer;
- Information from Wellborn Special Utility District related to potential agreement to amend Certificate of Convenience and Necessity (CCN) boundaries; and
- Agreement with adjacent Flying Ace Ranch property owner for sufficient buffering.

City staff recommends denial of the rezoning request without a commitment to gravity sewer.

**New Information:**

In response to the City Council's action on July 9, 2015, the applicant has submitted a letter stating the following:

- The applicant states that the development will use gravity sewer if it is available when he begins his project. If the line is not available he proposes to use a lift station and force main to sewer the project.
- The Wellborn Special Utility District and the City of College Station will not revise the CCN boundaries in this area; each provider will serve their respective areas. The City of College Station will establish a pressure-activated emergency interconnect with Wellborn SUD that will guarantee fire flows will be met in both service territories.

The applicant and the adjacent property owners were unable to come to an agreement on proposed buffering prior to this report. The applicant has proposed a seven-foot, eleven-inch (7'11") tall wooden fence along the rear property line of three lots adjacent to the arena. Three trees will also be planted on each of the three adjacent lots.

**Summary:**

The applicant has requested rezoning to 17.14 acres of RS Restricted Suburban and 3.732 acres of SC Suburban Commercial along the Rock Prairie Road frontage. An additional five acres at the corner of Rock Prairie Road and Bird Pond Road is not requested to be rezoned at this time and would remain zoned R Rural.

**REVIEW CRITERIA**

**1. Consistency with the Comprehensive Plan:** The Future Land Use & Character Map was amended in July and the proposed rezoning is in compliance with the "Restricted Suburban" and "Suburban Commercial" designations.

"Restricted Suburban" is a designation for areas that should have a moderate level of development with larger lots (i.e.: 10,000 square feet or smaller if clustered around open space). To accomplish this desired character, the City adopted the RS Restricted Suburban zoning district in 2013.

"Suburban Commercial" is a designation for concentrations of small-scale commercial that caters to nearby residents. To accomplish this desired character, the City adopted the SC Suburban Commercial zoning district in 2012.

**2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The adjacent land uses are phases of Bird Pond Estates to the north (acreage lots with an average lot size of 1.25 acres and an overall future

density of 0.4 dwelling units per acre) and Flying Ace Ranch to the east (an equestrian/residential development with 18 dwelling units and a density of 0.7 dwelling units per acre).

The subject property and the surrounding area are currently developed as rural residential or used for agricultural purposes. The character of the proposed development may be compatible with existing surrounding uses and prevailing rural character of the area as a gradient in intensity from the proposed Medical District area located to the south across Rock Prairie Road.

**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 rezoning request is for RS Restricted Suburban and SC Suburban Commercial along Rock Prairie Road.

The subject property and surrounding area has some infrastructure/service limitations:

- The majority of the property is in the Wellborn Special Utility District CCN. Wellborn cannot currently provide adequate fire flows in this area. College Station Utilities has the ability to operate and maintain waterlines for fire hydrants needed to meet minimum fire flow requirements, while Wellborn serves domestic water in this area. CSU does not receive revenue on fire-only lines. Preliminary discussions related to CCN boundaries have begun with Wellborn SUD, but no decision has been reached.
- There is not sewer in this area. The developer has indicated that he is willing to tie into a gravity sewer line in the Medical District to the south if construction of that line meets his development timeframe. If the timing of the gravity sewer line is beyond the developer's intended timeframe, he proposes the construction of a lift station and a nearly two mile long force main to a gravity sewer main near the intersection of Rock Prairie Road and William D. Fitch Parkway. City staff recommends a commitment to a gravity sanitary sewer line prior to rezoning of the property for development.
- Both Rock Prairie Road and Bird Pond Road are not built to their ultimate cross section. Rock Prairie Road is currently in substandard condition.
- The property is not within the Fire Department's desired 4.5 minute response time.

With the exception of sewer service, all of these issues exist regardless of the developed use of the property. Some of these issues may be resolved with other capital projects over time.

**4. Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The property is currently zoned R Rural providing opportunities for large-lot rural residential development and agricultural uses. The surrounding area is currently developed or used in a similar manner. Additionally, the subject property has service limitations including a lack of sewer infrastructure, the need for additional water line infrastructure to meet fire flow requirements, rural road sections, and it is not located within the Fire Department's desired 4.5 minute response time. The property is suitable for agricultural or rural residential uses.

**5. Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The applicant indicates that while the property could be marketed as an R Rural subdivision, the marketability of RS Restricted Suburban lots and SC Suburban Commercial lots is greater.

**6. Availability of water, wastewater, stormwater, and transportation facilities generally**

**suitable and adequate for the proposed use:** Currently, Wellborn SUD holds the majority of the water CCN, but does not have sufficient capacity for fire protection. City of College Station will need to maintain a water main through the subdivision to provide fire protection.

There is currently no sanitary sewer available to serve the property. A gravity sewer line is proposed in the Medical District south of the subject property. A timeframe for development of the gravity sewer line has not been determined. If gravity sewer is not available in the developer's timeframe, he proposes to construct a lift station with a force main along Rock Prairie Road to an existing sewer main near the intersection of Rock Prairie Road and William D. Fitch Parkway. There is capacity in the line at this time. However, as other development occurs in the area, capacity will be affected. City staff recommends a commitment to a gravity sanitary sewer line prior to rezoning of the property for development.

The subject tract is in Lick Creek Drainage basin. Detention is required with this development.

Bird Pond Road, a Minor Arterial, is planned to be realigned to Rock Prairie Road in the future. Access will be via Rock Prairie Road and future realigned Bird Pond Road. Public infrastructure shall be designed and constructed in accordance with B/CS Unified Design Guidelines.

#### Budget & Financial Summary:

#### Attachments:

1. Background Information
2. Aerial & Small Area Map (SAM)
3. Letter from the Applicant
4. Ordinance

## HISTORY

In February 2015, the Planning & Zoning Commission considered a rezoning to PDD Planned Development District on the entire 25 acres that included a gated single-family subdivision with approximately 70 homes. The P&Z recommended denial of that request in a 6-0 vote, citing infrastructure concerns, density, and inconsistent character as concerns. The applicant chose not to proceed to City Council for a final decision. Because the City Council did not consider this item, the applicant was not required to wait 180 days before applying for a new zoning on the property.

## ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Estate	E Estate	Large-lot residential in Bird Pond Estates Subdivision
South (across Rock Prairie Road)	Suburban Commercial	R Rural	Agricultural
East	Estate	R Rural	Rural Equestrian / Residential Development
West (across Bird Pond Road)	Restricted Suburban	R Rural	Agricultural

## DEVELOPMENT HISTORY

**Annexation:** Approximately 200 feet to the north of Rock Prairie Road was annexed in 1983. The remainder was annexed in 2002.

**Zoning:** R Rural

**Final Plat:** Unplatted

**Site development:** Vacant



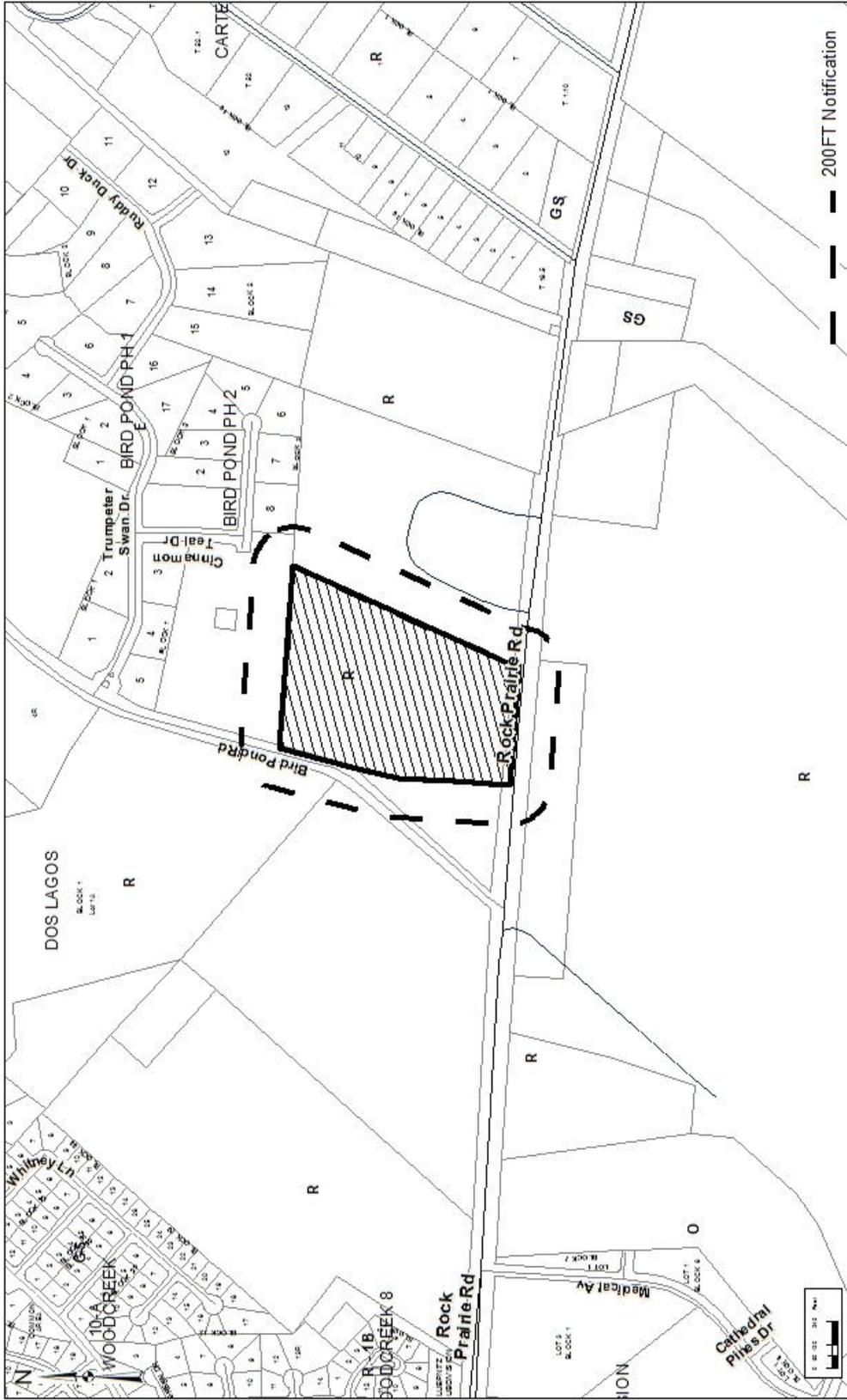
REZONING

Case:  
REZ2015-000005

4201 ROCK PRAIRIE RD

DEVELOPMENT REVIEW





200FT Notification

Zoning Districts	R-4	Multi-Family	BPI	PDD
R	Rural	High Density Multi-Family	NAP	Planned Development District
E	Estate	Manufactured Home Park	C-3	Wolf Pen Creek Dev. Corridor
RS	Restricted Suburban	Office	M-1	Core Northgate
GS	General Suburban	Suburban Commercial	M-2	Transitional Northgate
R-1B	Single Family Residential	General Commercial	C-U	Residential Northgate
D	Duplex	Commercial/Industrial	R & D	Corridor Overlay
T	Townhouse	Business Park	P-MUD	Redevelopment District
				Krenek Tap Overlay



**DEVELOPMENT REVIEW**

**4201 ROCK PRAIRIE RD**

**REZONING**

Case: REZ2015-000005

# AGGIELAND DEVELOPMENT & REAL ESTATE, LLC

July 27, 2015

Mayor Nancy Berry and Council Members  
City of College Station  
C/O Jennifer Prochazka

Re: 4201 Rock Prairie Road Gravity Sewer

Mayor Berry & Council Members:

This letter is given regarding the three items of attention that was asked of me on July 9<sup>th</sup>. It is my understanding that these three items needed answers and or information from myself. The three items are:

1. A letter form Wellborn Special Utility District allowing for the City of College Station to provide water for fire flow.
2. To provide for some screening between Flying Ace Ranch and the subject property that I would like to develop.
3. To provide a letter of commitment to use gravity sewer.

Please find attached a copy of the letter that I received from Wellborn Special Utility District giving the City of College Station permission to provide water for fire flow for the 25+ acres at the corner of Rock Prairie Road and Bird Pond Road. There is some talk about another manner of servicing the area with water. This, in turn, may make this letter not necessary.

1401 Sebesta Road ~ College Station, TX 77845  
Tel: (979) 693-6699 ~ Fax: (979) 695-2941  
tonyjones@aggieland.co

In regard to the screening between the 25 acres and Flying Ace Ranch I met with Tim Spiars in the hallway outside the Council Chambers to discuss the screening. Mr. Spiars originally told me that he was only interested in the area where the pipe fence was located. I, therefore, went to the site and took measurements and drew a sketch, not to scale, but with approximate dimensions. I felt that it would be a better way to show the Council the layout and the location of my proposed screening.

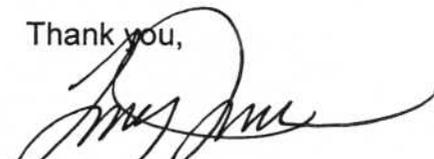
Since Mr. Spiars was out of town last week and the other owners are out of town this week I have been visiting with Mr. Spiars via email regarding the screening. My last email from Mr. Spiars, yesterday, stated that he has not, as of 4:30pm, heard from the other owners and that he has apparently changed his mind as to how and where the screening needs to be placed. I told him that I was going to submit the drawings and solution to the City Council so that I could have everything delivered to Staff timely for the Council packets. Mr. Spiars should be at the meeting on August 13<sup>th</sup> to give his remarks.

I am proposing a 7'11" wood fence on the property line to screen the lights. I will put the fence behind three of the lots so they will be a good distance past the pipe fence, along with three (3) mandatory trees to be planted in the back yards of those houses that are fenced.

I am, with this letter, committing to use gravity sewer if it is there to use. I have visited with Mr. Murr, Natalie Ruiz and Dave Coleman about timing on the installation. Mr. Murr is waiting on final approval from his bank. Mr. Coleman mentioned that the City is prepared, after receiving the metes and bounds for the easement from Mr. Murr, to install the sewer line and be reimbursed by Mr. Murr. Timing is everything in making this decision. Mr. Murr told me that his plans are to start this fall and that will be in line with my plans. If the timing and start of the sewer line is not started then I will be forced back to the lift station and forced main. Again, during my due diligence I asked if I could sewer this property with a lift station and that was acceptable. It is much better for everyone if the gravity line is started and completed timely.

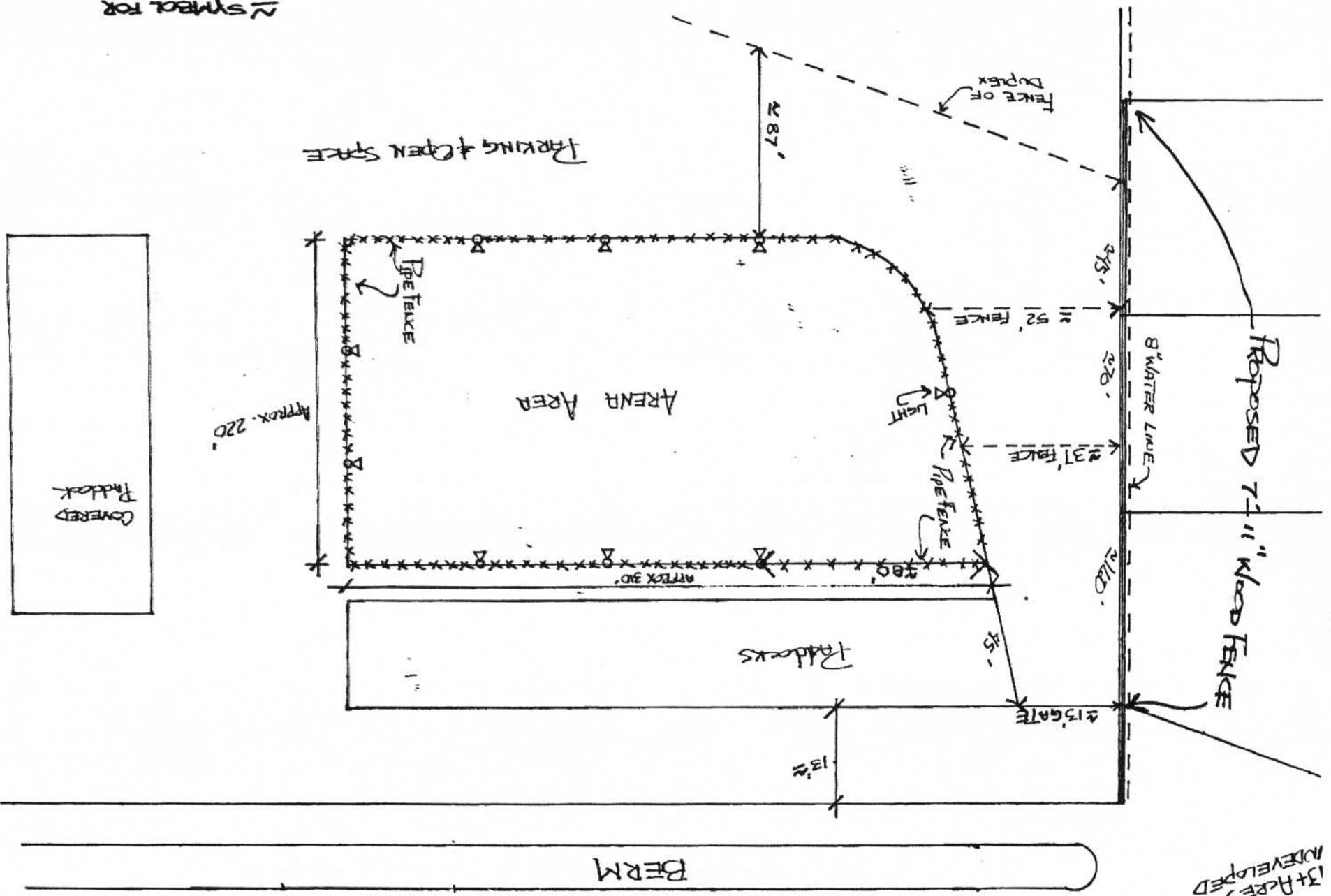
I trust that this letter, my exhibits and letter from Wellborn Special Utility District will satisfy the City Council and Staff.

Thank you,



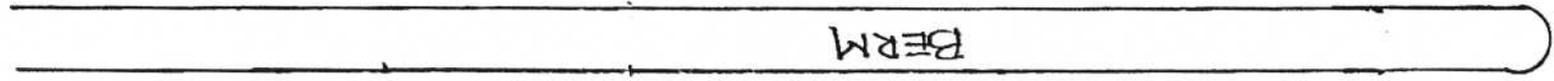
Tony Jones

13+ ACRES UNDEVELOPED



~ SYMBOL FOR APPROXIMATE

BERM



# Wellborn Special Utility District

---

July 22, 2015

Tony Jones  
Aggieland Developers  
1401 Sebesta Lane  
College Station, Texas 77845

Dear Mr. Jones:

I am writing on behalf of Wellborn Special Utility District (the "District") regarding your proposed development located at the corner of Rock Prairie Road and Bird Pond Road. The District has reviewed your request for domestic service, including your site plans and construction documents for the proposed development.

Your proposed development is located within the service area of the District, and the District will provide retail water service to the property if the property owner complies with the terms of the District's Service Policy. The Service Policy includes a requirement that, as a condition of service for a new development, the property owner or developer must enter into a binding agreement with the District and pay certain costs associated with water supply and infrastructure improvements in order to receive water service. The District will provide domestic water service upon completion of all requirements by the developer in accordance with the requirements placed upon the District by TCEQ. The District does not object to the City of College Station providing the fire flow capacity to the proposed development.

Please note that this letter is not a commitment to serve the property. The actual provision of water service to the property will be based on a contract to be entered into by the parties prior to service. I hope this letter answers your inquiry. Please do not hesitate to call me if you have any further questions.

Sincerely,



Stephen Cast  
General Manager  
Wellborn Special Utility District

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 FOR APPROXIMATELY 20.872 ACRES FROM R RURAL TO 17.14 ACRES OF RS RESTRICTED SUBURBAN AND 3.732 ACRES OF SC SUBURBAN COMMERCIAL, BOTH TRACTS BEING LOCATED IN THE THOMAS CARUTHERS LEAGUE, ABSTRACT NO.9, COLLEGE STATION, BRAZOS COUNTY, TEXAS; SAID TRACTS BEING PORTIONS OF THE REMAINDER OF A CALLED 26.25 ACRE TRACT AS DESCRIBED BE A DEED TO DALE W. CONRAD AND WIFE, REBA J. CONRAD RECORDED IN VOLUME 460, PAGE 505 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS; GENERALLY LOCATED AT 4201 ROCK PRAIRIE ROAD, MORE GENERALLY LOCATED AT THE NORTHEAST CORNER OF ROCK PRAIRIE ROAD AND BIRD POND ROAD, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1: That Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A" and Exhibit "B", and as shown graphically in Exhibit "C", attached hereto and made a part of this ordinance for all purposes.
- PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 13<sup>th</sup> day of August, 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 R Rural to RS Restricted Suburban, as shown graphically in EXHIBIT "C."

**METES AND BOUNDS DESCRIPTION  
OF A  
17.14 ACRE TRACT  
THOMAS CARUTHERS LEAGUE, A-9  
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE THOMAS CARUTHERS LEAGUE, ABSTRACT NO. 9, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF THE REMAINDER OF A CALLED 26.25 ACRE TRACT AS DESCRIBED BY A DEED TO DALE W. CONRAD AND WIFE, REBA J. CONRAD RECORDED IN VOLUME 460, PAGE 505 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

**BEGINNING** AT A 3/8 INCH IRON ROD FOUND ON THE EAST LINE OF BIRD POND ROAD (VARIABLE WIDTH R.O.W.) MARKING THE NORTHWEST CORNER OF SAID REMAINDER OF 26.25 ACRE TRACT AND THE SOUTHWEST CORNER OF A CALLED 13.36 ACRE TRACT AS DESCRIBED BY A DEED TO JOHN PATTON ATKINS RECORDED IN VOLUME 10955, PAGE 193 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

**THENCE:** S 85° 53' 05" E ALONG THE COMMON LINE OF SAID REMAINDER OF 26.25 ACRE TRACT AND SAID 13.36 ACRE TRACT FOR A DISTANCE OF 926.97 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE COMMON CORNER OF SAID REMAINDER OF 26.25 ACRE TRACT AND A CALLED 26.225 ACRE TRACT AS DESCRIBED BY A DEED TO FLYING ACE DEVELOPMENT, LLC RECORDED IN VOLUME 11581, PAGE 155 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, FOR REFERENCE A 1/2 INCH IRON ROD FOUND MARKING THE NORTHEAST CORNER OF SAID 26.225 ACRE TRACT BEARS: S 85° 53' 05" E FOR A DISTANCE OF 908.15 FEET;

**THENCE:** S 24° 23' 30" W ALONG THE COMMON LINE OF SAID REMAINDER OF 26.25 ACRE TRACT AND SAID 26.225 ACRE TRACT FOR A DISTANCE OF 961.81 FEET TO THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT, FOR REFERENCE A 1/2 INCH IRON ROD FOUND BEARS: S 24° 23' 30" W FOR A DISTANCE OF 264.07 FEET;

**THENCE:** THROUGH SAID REMAINDER OF 26.25 ACRE TRACT FOR THE FOLLOWING CALLS:

N 85° 01' 43" W FOR A DISTANCE OF 697.37 FEET TO THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

N 03° 35' 37" E FOR A DISTANCE OF 283.30 FEET;

N 13° 06' 51" E FOR A DISTANCE OF 242.04 FEET TO A FENCE POST FOUND ON THE EAST LINE OF BIRD POND ROAD;

**THENCE:** N 14° 35' 54" E ALONG THE EAST LINE OF BIRD POND ROAD FOR A DISTANCE OF 375.72 FEET TO THE **POINT OF BEGINNING** CONTAINING 17.14 ACRES OF LAND, MORE OF LESS, AS SURVEYED ON THE GROUND OCTOBER 2014. 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/15-398A.MAB



**EXHIBIT "B"**

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 R Rural to SC Suburban Commercial, as shown graphically in EXHIBIT "C":

**METES AND BOUNDS DESCRIPTION  
OF A  
3.732 ACRE TRACT  
THOMAS CARUTHERS LEAGUE, A-9  
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE THOMAS CARUTHERS LEAGUE, ABSTRACT NO. 9, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF THE REMAINDER OF A CALLED 26.25 ACRE TRACT AS DESCRIBED BY A DEED TO DALE W. CONRAD AND WIFE, REBA J. CONRAD RECORDED IN VOLUME 460, PAGE 505 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

**COMMENCING** AT A 3/8 INCH IRON ROD FOUND ON THE EAST LINE OF BIRD POND ROAD (VARIABLE WIDTH R.O.W.) MARKING THE NORTHWEST CORNER OF SAID REMAINDER OF 26.25 ACRE TRACT AND THE SOUTHWEST CORNER OF A CALLED 13.36 ACRE TRACT AS DESCRIBED BY A DEED TO JOHN PATTON ATKINS RECORDED IN VOLUME 10955, PAGE 193 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

**THENCE:** S 85° 53' 05" E ALONG THE COMMON LINE OF SAID REMAINDER OF 26.25 ACRE TRACT AND SAID 13.36 ACRE TRACT FOR A DISTANCE OF 926.97 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE COMMON CORNER OF SAID REMAINDER OF 26.25 ACRE TRACT AND A CALLED 26.225 ACRE TRACT AS DESCRIBED BY A DEED TO FLYING ACE DEVELOPMENT, LLC RECORDED IN VOLUME 11581, PAGE 155 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, FOR REFERENCE A 1/2 INCH IRON ROD FOUND MARKING THE NORTHEAST CORNER OF SAID 26.225 ACRE TRACT BEARS: S 85° 53' 05" E FOR A DISTANCE OF 908.15 FEET;

**THENCE:** S 24° 23' 30" W ALONG THE COMMON LINE OF SAID REMAINDER OF 26.25 ACRE TRACT AND SAID 26.225 ACRE TRACT FOR A DISTANCE OF 961.81 FEET TO THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

**THENCE:** S 24° 23' 30" W CONTINUING ALONG THE COMMON LINE OF SAID REMAINDER OF 26.25 ACRE TRACT AND SAID 26.225 ACRE TRACT, AT 264.07 FEET PASS A 1/2 INCH IRON ROD FOUND, CONTINUE ON FOR A TOTAL DISTANCE OF 265.08 FEET TO THE NORTH LINE OF ROCK PRAIRIE ROAD (VARIABLE WIDTH R.O.W.) MARKING THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

**THENCE:** N 85° 01' 43" W ALONG THE NORTH LINE OF ROCK PRAIRIE ROAD FOR A DISTANCE OF 603.22 FEET TO THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

**THENCE:** THROUGH SAID REMAINDER OF 26.25 ACRE TRACT FOR THE FOLLOWING CALLS:

N 03° 35' 37" E FOR A DISTANCE OF 250.07 FEET;

S 85° 01' 43" E, 250.00 FEET FROM AND PARALLEL TO THE NORTH LINE OF ROCK PRAIRIE ROAD, FOR A DISTANCE OF 697.37 FEET TO THE POINT OF BEGINNING CONTAINING 3.732 ACRES OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND OCTOBER 2014. 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/15-398C.MAB



