



College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Meeting Agenda - Final

City Council Regular

Thursday, January 28, 2016

7:00 PM

City Hall Council Chambers

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

Presentation:

Presentation proclaiming January 28, 2016 as Mayors' Monarch Pledge Day.

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. [16-0042](#) Presentation, possible action, and discussion of minutes for:
- January 14, 2016 Workshop
 - January 14, 2016 Regular Meeting

Sponsors:

Mashburn

Attachments:

[WKSHP011416 DRAFT Minutes](#)

[RM011416 DRAFT Minutes](#)

- 2b. [16-0037](#) Presentation, possible action, and discussion regarding the Utility and Road Agreement for the Rock Prairie Management District No. 2 generally located in the southeast quadrant of the Rock Prairie Road and State Highway 6 intersection.

Sponsors: Ruiz

Attachments: [Utility and Road Agreement - Redlined Version](#)
[Utility & Road Agreement - Signed by District.pdf](#)

- 2c. [15-0764](#) Presentation, possible action, and discussion regarding a construction contract with L.E. Myers Company, in the amount of \$3,580,522.18 for reconductoring of the Spring Creek transmission line.

Sponsors: Crabb

Attachments: [Final Tabulation.pdf](#)

- 2d. [16-0006](#) Presentation, possible action, and discussion regarding a revision to the code of ordinances, Chapter 11, Utilities, to enable the inspection and repair of private sewer laterals.

Sponsors: Coleman

Attachments: [DRAFT FINAL private lateral sewer lines ord 1.8.16 .docx](#)

- 2e. [16-0008](#) Presentation, possible action, and discussion regarding an annual purchase agreement for dewatering chemical (polymer) with Fort Bend Services, Inc. not to exceed \$113,500.

Sponsors: Coleman

Attachments: [Quote.pdf](#)

- 2f. [16-0012](#) Presentation, possible action, and discussion on a professional services contract (Contract No. 16300207) with Jones & Carter in the amount of \$171,000 for the professional engineering services related to the preliminary engineering report (PER) for the Cain / Deacon Railroad Crossing Project.

Sponsors: Harmon

Attachments: [Project Map.pdf](#)

- 2g. [16-0013](#) Presentation, possible action, and discussion regarding the renewal of price agreement 15-047 to Brazos Paving, Inc. for the purchase of Cement Stabilized Sand for an amount not to exceed \$163,620.

Sponsors: Harmon

Attachments: [City of Bryan Renewal Letter .pdf](#)

- 2h. [16-0014](#) Presentation, possible action, and discussion regarding approval of a construction contract (Contract No. 16300114) between the City of College Station and JHW, Inc. in the amount of \$256,191.50 for the construction of Wolf Pen Creek Erosion Control Phase II and authorizing the City Manager to execute the contract on behalf of

the City Council.

Sponsors:

Harmon

Attachments:

[WPC Phase 2 Location Map.pdf](#)

- 2i. [16-0015](#) Presentation, possible action, and discussion regarding an Interlocal Agreement between the City of College Station and Brazos County related to the Greens Prairie Trail project.

Sponsors:

Harmon

Attachments:

[Greens Prairie ILA.docx](#)

- 2j. [16-0018](#) Presentation, possible action, and discussion on approving an annual blanket purchase order for the purchase of auto parts, shop equipment and services from NAPA Auto Parts (College Station, TX) through the Purchasing Solutions Alliance (PSA) contract for the amount of \$95,000.

Sponsors:

Kersten

Attachments:

[Auto Parts-PSA Contract Info.pdf](#)

- 2k. [16-0019](#) Presentation, possible action, and discussion on renewing the annual price agreement for the purchase of fleet oils and lubricants, to Kolkhorst Petroleum Co., Inc. for the annual not-to-exceed amount of \$86,000. (Bid No. 15-019)

Sponsors:

Kersten

Attachments:

[Bid 15-019 Fleet Oil & Lubricants Ren1-signed.pdf](#)

- 2l. [16-0020](#) Presentation, possible action, and discussion on approving annual tire purchases and retread services from Southern Tire Mart, LLC through the BuyBoard Purchasing Cooperative (Contract 140-14) in the annual not-to-exceed amount of \$210,000.

Sponsors:

Kersten

Attachments:

[Tires - BuyBoard Contract Info.pdf](#)

- 2m. [16-0033](#) Presentation, possible action, and discussion authorizing the payment of Economic Development Funds in a total amount of \$304,253.04 to Sahara Realty Group, Ltd. for performance in compliance with the approved Economic Development, Drainage and Corridor Beautification Participation Agreement.

Sponsors:

Ruiz

Attachments:

[Background](#)

[Letter Requesting Fund Dispersal](#)

[First Amendment - Economic Development, Drainage, and Corridor Beautificati](#)

- 2n. [16-0038](#) Presentation, possible action, and discussion on Semi-Annual

Report for Impact Fees 92-01, 97-01, 97-02B, 99-01, and 03-02.

Sponsors:

Cotter

Attachments:

[Semi-Annual Report](#)

[Impact Fee Areas Map](#)

[Land Use Maps](#)

- 2o. [16-0005](#) Presentation, possible action, and discussion regarding a professional services contract with Freese & Nichols, Inc. to evaluate water and wastewater impact fees with a total cost of \$100,000.

Sponsors:

Coleman

- 2p. [16-0040](#) Presentation, possible action, and discussion regarding a contract with Kimley-Horn and Associates, Inc. to evaluate roadway impact fees with a total cost of \$88,500.

Sponsors:

Gibbs

- 2q. [16-0041](#) Presentation, possible action, and discussion on an annual blanket purchase order for repair parts and repair labor for fire trucks from Siddons-Martin Emergency Group through the BuyBoard Purchasing Cooperative (Contract 399-12). The estimated annual expenditure is \$75,000.

Sponsors:

Harmon

Attachments:

[BuyBoard Contract Info.pdf](#)

- 2r. [16-0043](#) Presentation, possible action, and discussion regarding an annual price agreement with NAFECO for fire protective clothing.

Sponsors:

Hurt

Attachments:

[College Station FD - Bunker Gear Buy Board Quote 1.8.2016.pdf](#)

- 2s. [16-0016](#) Presentation, possible action, and discussion on an Interlocal Agreement with Brazos County for the consultant services associated with the establishment of quiet zones at Drake and Greens Prairie Trail.

Sponsors:

Harmon

Attachments:

[Quiet Zone ILA FINAL.docx](#)

[Quiet Zone Area.pdf](#)

- 2t. [16-0047](#) Presentation, possible action, and discussion on a Resolution consenting delegation of authority authorizing Brazos County to apply to the Federal Railroad Administration to seek approval for two quiet zone locations; Greens Prairie Trail and Drake and sharing the costs equally.

Sponsors: Harmon

Attachments: [Consent Resolution - final CS draft 3 12 4 15.docx](#)
[Quiet Zone Area.pdf](#)

- 2u. [16-0045](#) Presentation, possible action, and discussion on a new ordinance amending Chapter 4, "Business Regulations" of the Code of Ordinances of the City of College Station, Texas, by adding section 24 "Business Security" by; providing a severability clause; declaring a penalty; and providing an effective date.

Sponsors: Couch

Attachments: [Business Security Ord 1-20-16](#)

- 2v. [16-0049](#) Presentation, possible action and discussion on a resolution prohibiting the open carry of handguns by a license holder pursuant to Penal Code Section 30.07 at all City governmental entity meetings subject to Chapter 551, Government Code and presentation, possible action and discussion on a resolution delegating authority as the property owner of all City buildings and facilities to the City Manager and his designee and delegating authority to the City Manager and his designees to enact a trespass policy to exclude trespassers from City buildings and facilities.

Sponsors: Nettles

Attachments: [Crim Trespass Resolution 1-22-16.docx](#)
[Open Carry Resolution 1-22-16.docx](#)

Regular Agenda

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

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

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

1. [15-0783](#) Public hearing, presentation, possible action, and discussion regarding an amendment to Chapter 4, "Business Regulations," Section 4-4.G Chapter 10, "Traffic Code," Section 10-4, "Administrative Adjudication of Parking Violations," Subsection E "Parking Regulations for Certain Described Areas," and Chapter 12, "Unified Development Ordinance," Section 7.3.E "Requirements Apply to All Parking Areas," of the Code of Ordinances of the City of College Station, Texas, regarding parking for special events.

Sponsors:

Schmitz

Attachments:

[Memo](#)

[Ch 10 Amendment \(MAP\).docx](#)

[Chapter 4-4 Amendment \(MAP\).docx](#)

[Ch 12 Amendment \(MAP\).docx](#)

2. [16-0036](#) 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 R Rural to PDD Planned Development District for approximately 5.65 acres being situated in the John H. Jones League, Abstract # 26, Brazos County, Texas, and being the same tract called 5.65 acres described in deeds to Gloria S. Mamaliga recorded in Volume 1166, Page 275, and Volume 1166, Page 278, Official Records, Brazos County, Texas, and also being the same tract of land conveyed to Switzer L. Deason by deed recorded in Volume 8538, Page 107, Official Records, Brazos County, Texas, generally located at 5014 Raymond Stotzer Parkway, more generally located along State Highway 47 Frontage Road between Burgess Lane and Health Science Center Parkway. Case # REZ2015-000027

Sponsors:

Bombek

Attachments:

[Background Information](#)

[Aerial and Small Area Map](#)

[Ordinance](#)

3. [16-0039](#) Public Hearing, presentation, possible action, and discussion

approving an ordinance vacating and abandoning a 0.091 acre portion of a 20-foot public utility easement that diagonally crosses Lot 13 and Lot 14, Block 3 of the Lemon Tree Addition according to the plat recorded in Volume 371, Page 121 of the Deed Records of Brazos County, Texas.

Sponsors: Cotter

Attachments: [Vicinity Map](#)
[Location Map](#)
[Ordinance](#)
[Ordinance Exhibit A](#)

4. [16-0028](#) Presentation, possible action, and discussion regarding an appointment to the Bryan-College Station Convention & Visitor's Bureau.

Sponsors: Mashburn

Adjourn.

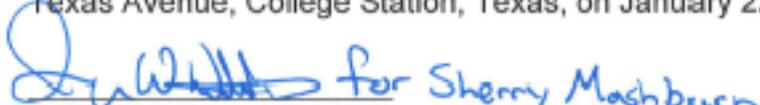
The City Council may adjourn into Executive Session to consider any item listed on this agenda if a matter is raised that is appropriate for Executive Session discussion. An announcement will be made of the basis for the Executive Session discussion.

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 January 22, 2016 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. Council meetings are broadcast live on Cable Access Channel 19.

Penal Code § 30.07. Trespass by License Holder With an Openly Carried Handgun.

“Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly.”

Codigo Penal §30.07. Trespasar Portando Armas de Mano al Aire Libre con Licencia.

"Conforme a la seccion 30.07 del codigo penal (traspasar portando armas de mano al aire libre con licencia), personas con licencia bajo del Sub-Capitulo H, Capitulo 411, Codigo de Gobierno (Ley de licencias de arma de mano), no deben entrar a esta propiedad portando arma de mano al aire libre."



Legislation Details (With Text)

File #: 16-0042 **Version:** 1 **Name:** Minutes
Type: Minutes **Status:** Consent Agenda
File created: 1/18/2016 **In control:** City Council Regular
On agenda: 1/28/2016 **Final action:**
Title: Presentation, possible action, and discussion of minutes for:
· January 14, 2016 Workshop
· January 14, 2016 Regular Meeting
Sponsors: Sherry Mashburn
Indexes:
Code sections:
Attachments: [WKSHP011416 DRAFT Minutes](#)
[RM011416 DRAFT Minutes](#)

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

- January 14, 2016 Workshop
- January 14, 2016 Regular Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: None

Budget & Financial Summary: None

Attachments:

- January 14, 2016 Workshop
- January 14, 2016 Regular Meeting

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
JANUARY 14, 2016

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

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

TAMU Student Liaison

Wayne Beckermann, VP/Municipal Affairs

City Staff:

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

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Workshop of the College Station City Council was called to order by Mayor Berry at 4:00 p.m. on Thursday, January 14, 2016 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, and §551.074-Personnel, the College Station City Council convened into Executive Session at 4:00 p.m. on Thursday, January 14, 2016 in order to continue discussing matters pertaining to:

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

- Juliao v. City of College Station, Cause No. 14-002168-CV-272, in the 272nd 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 issues related to ‘open carry’ law
 - Legal advice regarding RFI – Affordable Housing Development
 - Legal issues related to city’s authority to guarantee a private loan for development
- C. Deliberation on the appointment, evaluation, reassignment, duties, discipline, or dismissal of a public officer; to wit:
- City Manager
 - City Attorney
 - City Secretary
 - Municipal Judge
 - Internal Auditor

The Executive Session adjourned at 5:35 p.m.

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

There was no action required from Executive Session.

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

Consent item 2b was pulled for clarification.

2b: Dave Coleman, Director of Water Services, clarified the newly annexed areas (Wellborn) that will be served. Total cost of the expansion is \$746,000 and the City’s share is 29% with a 37% increase in capacity.

5. Presentation, and discussion on a new ordinance amending Chapter 4, "Business Regulations" of the Code of Ordinances of the City of College Station, Texas, by adding section 24 "Business Security" as set out below; providing a severability clause; declaring a penalty; and providing an effective date.

Billy Couch, Assistant Police Chief, introduced Sam Maredia, with the Greater Houston Retailers Cooperative Board of Directors, and Jarvis Parsons, Brazos County District Attorney. Mr. Jarvis reported on the successful prosecution of several cases due to video surveillance. He noted this is much needed legislation.

Asst. Chief Couch stated the purpose of the proposed modification is to strengthen security for vulnerable businesses through the use of security measures, including Security Camera Surveillance. The proposed change will provide store owners with protective measures to reduce the likelihood of becoming a victim of crime. The proposed change will further provide the police and prosecutor access to material of evidentiary value that will assist in the apprehension and prosecution of offenders who may prey on the affected businesses. Training and camera equipment requirements are addressed.

Mr. Maredia stated that his association has assisted area small cities with this policy, which is reflected in the draft ordinance.

6. Presentation, possible action, and discussion regarding an annual report on the activities of the Historic Preservation Committee.

Lou Hodges, Chair, provided Council with an annual report on the activities of the Historic Preservation Committee, including the American Mile at Veterans Park, the Civil War Loop, Boonville Days, monthly history luncheons, historic markers, a history periodical distribution, Project HOLD, a web presence on Facebook, and development of an HPC web site to assist in finding and identifying resources relating to the history of College Station. Plans for 2016 are to continue with the aforementioned activities, along with initiating a strategic long-range plan for the committee.

7. Presentation, possible action, and discussion regarding a City Sponsorship Policy.

David Schmitz, Director of Parks and Recreation, noted that the Sponsorship Policy is a guide for City sponsorship of its public facilities, properties, special events, and tournaments as well as requests for support from the City. It is intended to establish a standardized approach to assessing the compatibility between the City and potential sponsors, and criteria for consideration of support requests.

The proposed policy includes guidelines, definitions, criteria, approval hierarchy, restrictions, and procedures. The policy received unanimous support from the Parks and Recreation Advisory Board at their June 9, 2015 meeting.

8. Council Calendar

Council reviewed the calendar.

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

There were no future agenda items.

10. Discussion, review and possible action regarding the following meetings: Animal Shelter Board, Annexation Task Force, Arts Council of Brazos Valley, Arts Council Subcommittee, 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, Sister Cities Association, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Twin City Endowment, Youth Advisory Council, Zoning Board of Adjustments,

Councilmember Nichols reported on the CVB.

Mayor Berry reported on the BVCOG.

Councilmember Aldrich reported on the Arts Council.

11. Adjournment

There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 6:54 p.m. on Thursday, January 14, 2016.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
JANUARY 14, 2016

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

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

City Staff:

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

TAMU Student Liaison

Wayne Beckermann, VP/Municipal

Call to Order and Announce a Quorum is Present

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Berry at 7:04 p.m. on Thursday, January 14, 2016 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.

Hear Visitors Comments

Ben Roper, 5449 Prairie Dawn Ct., came before Council to honor the service and sacrifice of Sgt. Ariel Rico.

Judith Beckmann, 9301 Amberwood, provided written comments, attached.

CONSENT AGENDA

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

- **December 10, 2015 Workshop**
- **December 10, 2015 Regular Meeting**

2b. Presentation, possible action, and discussion regarding a participation agreement with Creek Meadows Partners to increase the capacity of the Creek Meadows Sewage Lift Station to serve the recently annexed Wellborn area, with a total City participation of \$212,587.

2c. Presentation, possible action, and discussion on purchase and maintenance contract approval for Emergency Medical Service Automatic Patient CPR Devices from Physio Control the sole-source provider for Lucus Chest Compression Systems for \$109,661.24 and the annual maintenance contract for \$9,422.50 yearly fee.

2d. Presentation, possible action, and discussion on the first of two readings of a franchise agreement with Brazos Valley Trash Valet & Recycling; for the collection of recyclables from commercial businesses and multi-family locations.

2e. Presentation, possible action, and discussion on Resolution 01-14-16-2e, approving a Texas Commission on Environmental Quality (TCEQ) and Brazos Valley Council of Governments Solid Waste Grant Application (BVCOG) in the amount of \$9,500.

2f. Presentation, possible action, and discussion regarding a contract change order (Contract No. 15-157) with Iteris, Inc. for a modification to the equipment type and/or quantity identified in the original contract for the implementation of the first phase of the ITS Master Plan. Additionally, the increase in cost documents the purchase of servers for video storage. The total increase in cost of this of this change order is \$37,376.00, and the City will be reimbursed by TAMUS for the purchase of the video storage servers.

2g. Presentation, possible action, and discussion on a professional services contract (Contract No. 16300174) with Jones & Carter, Inc. in the amount of \$60,000 for the Preliminary Engineering Report (PER) for the Royder Road Expansion Project.

2h. Presentation, possible action, and discussion regarding a semi-annual price agreement for Type D Hot Mix Asphalt for street maintenance not to exceed \$960,000 (\$64.00 per ton) with Knife River.

2i. Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and Shermco Industries, Inc., in the amount of \$290,957.66 for the Annual Electric Substation Maintenance Labor Contract #16300148, which includes \$242,464.66 in scheduled work and potential additional/miscellaneous repairs as specified in the bid, and an additional 20% not to exceed cost of \$48,492.93 as a contingency for unforeseen emergency work.

2j. Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and Seacor Painting, Inc. in the amount of \$161,600 for the purposes of painting 4 electric substations.

2k. Presentation, possible action, and discussion regarding an amendment to an agreement, dated April, 2013, to provide that the Texas A&M System through the University's Utilities & Energy Services Department or its successor, will provide electric power to the Property instead of the City of College Station.

2l. Presentation, possible action, and discussion regarding an animal and rabies control services Interlocal Agreement with Texas A&M University.

2m. Presentation, possible action, and discussion regarding an Interlocal Agreement between the City of College Station and The Rocky Creek Volunteer Fire Department providing for the sale of one (1) 2009 Dodge 3500 Chassis by College Station to the Rocky Creek Volunteer Fire Department for the total amount of \$4,000.

2n. Presentation, possible action, and discussion regarding an Interlocal Agreement for cooperative purchasing activities between the City of College Station and The City of New Braunfels.

2o. Presentation, possible action, and discussion regarding an Interlocal Agreement for cooperative purchasing activities between the City of College Station and The City of Brenham.

2p. Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and Lynn Chaffin, an Independent Contractor in the amount not to exceed \$290,400 for the purposes of providing Project Management services for the replacement of the City's current CAD/RMS system. Contract is for 24 months.

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

REGULAR AGENDA

1. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2016-3735, amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R-4 Multi-Family to MF Multi-Family for approximately 1.116 acres being Lots 13-16, Block 1 of the Cooner Addition, generally located at 301, 303, 305 & 307 Cooner Street, more generally located north of Cooner Street between Eisenhower Street and Nimitz Street.

Laura Walker, Planning and Development, reported that the applicant has requested to rezone approximately 1.116 acres from R-4 Multi-Family to Multi-Family located north of Cooner Street between Eisenhower Street and Nimitz Street.

The Planning and Zoning Commission considered this item on December 17 and voted unanimously to recommend approval. Staff also recommends approval.

At approximately 7:12 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:12 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Mooney, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2016-3735, amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R-4 Multi-Family to MF Multi-Family for approximately 1.116 acres being Lots 13-16, Block 1 of the Cooner Addition, generally located at 301, 303, 305 & 307 Cooner Street, more generally located north of Cooner Street between Eisenhower Street and Nimitz Street. The motion carried unanimously.

2. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2016-3736, amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to SC Suburban Commercial for approximately 2 acres being situated in the Samuel Davidson League, Abstract No. 13, Brazos County, Texas. Said tract being a portion of the remainder of a called 33.70 acre tract described as third tract by a deed to Keren Eidson recorded in Volume 300, Page 609 of the deed records of Brazos County, Texas, generally located between Wellborn Road (FM 2154) and Royder Road, near Greens Prairie Road West.

Jessica Bullock, Planning and Development, stated this request is to rezone the subject property from Rural to Suburban Commercial.

The Planning and Zoning Commission considered this item at their December 3 meeting and voted to recommended approval five (5) to zero (0). Staff also recommends approval of the rezoning request.

At approximately 7:15 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:15 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Nichols, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2016-3436, amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to SC Suburban Commercial for approximately 2 acres being situated in the Samuel Davidson League, Abstract No. 13, Brazos County, Texas. Said tract being a portion of the remainder of a called 33.70 acre tract described as third tract by a deed to Keren Eidson recorded in Volume 300, Page 609 of the deed records of Brazos County, Texas, generally located between Wellborn Road (FM 2154) and Royder Road, near Greens Prairie Road West. The motion carried unanimously.

3. Presentation, possible action, and discussion regarding approval of Resolution 01-14-16-03, for Parks and Recreation Department User Fees for facilities and programs for FY 2015-16.

David Schmitz, Director of Planning and Development, reported that a review of user fees is conducted annually to determine direct costs, as well as local “market” rates for individual programs and facilities. The Parks and Recreation Advisory Board established a departmental fees policy statement to provide guidance in the establishment of fees. This policy is consistent with the City’s fiscal and budgetary policy.

The Parks and Recreation Advisory Board reviewed all of the proposed fees on November 10, 2015 and voted seven (7) to zero (0) to recommend approval of the fees as submitted.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Mooney, the City Council voted seven (7) for and none (0) opposed, to adopt Resolution 01-14-16-03, for Parks and Recreation Department User Fees for facilities and programs for FY 2015-16. The motion carried unanimously.

4. Adjournment.

There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 7:25 p.m. on Thursday, January 14, 2016.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary



Legislation Details (With Text)

File #: 16-0037 **Version:** 3 **Name:** Utility & Road Agreement for Rock Prairie MMD #2
Type: Presentation **Status:** Consent Agenda
File created: 1/14/2016 **In control:** City Council Regular
On agenda: 1/28/2016 **Final action:**
Title: Presentation, possible action, and discussion regarding the Utility and Road Agreement for the Rock Prairie Management District No. 2 generally located in the southeast quadrant of the Rock Prairie Road and State Highway 6 intersection.
Sponsors: Natalie Ruiz
Indexes:
Code sections:
Attachments: [Utility and Road Agreement - Redlined Version](#)
[Utility & Road Agreement - Signed by District.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the Utility and Road Agreement for the Rock Prairie Management District No. 2 generally located in the southeast quadrant of the Rock Prairie Road and State Highway 6 intersection.

Relationship to Strategic Goals: (Select all that apply)

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

Recommendation(s): Staff recommends approval of the Utility and Road Agreement.

Summary: The Utility and Road Agreement was included as Exhibit "E" to the Infrastructure and Economic Development Agreement between the City and College Station Town Center, L.P. that was approved by the City Council on July 9, 2015. Pursuant to Section 7.10 of that Agreement, the District is required to approve the Utility and Road Agreement within ninety (90) days after the District's Bond and Maintenance Tax Election, which was held on November 3, 2015. The only substantive change to the Agreement is to the definition of "facilities" to make clear it includes those improvements in aid of roads such as street lighting, landscaping, sidewalks and signage within the road rights-of-way. The Board of Directors for the District signed the agreement and is requesting that the Council authorize the Mayor to execute the agreement.

Budget & Financial Summary: None.

Attachments:
Utility & Road Agreement - Signed by District

Utility & Road Agreement - Redlined Version

by the Constitution and laws of the State of Texas to enter into this Agreement and have further determined that the terms, provisions and conditions hereof are mutually fair and advantageous to each; NOW, THEREFORE;

AGREEMENT

For and in consideration of these premises and of the mutual promises, obligations, covenants and benefits herein contained, the District and the City contract and agree as follows:

ARTICLE I
DEFINITIONS

The capitalized terms and phrases used in this Agreement shall have the meanings as follows:

“Approving Bodies” shall mean the City, the Commission, the Attorney General of Texas, the Comptroller of Public Accounts of Texas, the United States Department of Justice and all other federal and state governmental authorities having regulatory jurisdiction and authority over the financing, construction or operation of the Facilities or the subject matter of this Agreement.

“Bonds” shall mean the District’s bonds, notes or other evidences of indebtedness issued from time to time for the purpose of financing the costs of acquiring, constructing, purchasing, operating, repairing, improving or extending the Facilities, whether payable from ad valorem taxes, the proceeds of one or more future bond issues or otherwise, and including any bonds, notes or similar obligations issued to refund such bonds.

“City Manager” shall mean the City Manager of the City.

“Commission” shall mean the Texas Commission on Environmental Quality or its successor agency of the State of Texas having jurisdiction over the District.

“District” shall mean Rock Prairie Management District No. 2, a body politic and corporate and a governmental agency of the State of Texas organized under the provisions of Article XVI, Section 59 and Article III, Sections 52 and 52-a of the Texas Constitution, Chapter 3909, Special District Local Laws Code and Chapter 375, Local Government Code, as amended, and which includes within its boundaries approximately 270.58 acres of land described on **Exhibit “A”** attached hereto, and any land that is annexed to the District with the consent of the City.

“District Assets” shall mean (i) all rights, title and interests of the District in and to the Facilities, (ii) any Bonds of the District which are authorized but have not been

issued by the District, (iii) all rights and powers of the District under any agreements or commitments with any persons or entities pertaining to the financing, construction or operation of all or any portion of the Facilities and/or the operations of the District, and (iv) all books, records, files, documents, permits, funds and other materials or property of the District.

“District’s Obligations” shall mean (i) all outstanding Bonds of the District, (ii) all other debts, liabilities and obligations of the District to or for the benefit of any persons or entities relating to the financing, construction or operation of all or any portion of the Facilities or the operations of the District, and (iii) all functions performed and services rendered by the District, for and to the owners of property within the District and the customers of the Facilities.

“Facilities” shall mean and include the water distribution, sanitary sewer collection, transportation and treatment, and stormwater collection, detention and drainage systems, recreational, road improvements and improvements in aid of the roads, including street lighting, landscaping, sidewalks and signage within the road right-of-way, and related facilities constructed or acquired or to be constructed or acquired by the District to serve lands within and adjacent to its boundaries, and all improvements, appurtenances, additions, extensions, enlargements or betterments thereto, together with all contract rights, permits, licenses, properties, rights-of-way, easements, sites and other interests related thereto. For purposes of conveyance to the City in Article III, Facilities do not include stormwater detention facilities or recreational facilities.

“UDO” means the Unified Development Ordinance of the City of College Station, as amended.

ARTICLE II
DESCRIPTION, DESIGN, FINANCING
AND CONSTRUCTION OF THE FACILITIES

2.01. Facilities. The Facilities shall be designed and constructed in compliance with all applicable requirements and criteria of the applicable Approving Bodies, including the UDO. The District shall not be required to design and construct the Facilities to requirements more stringent than the City’s requirements and criteria applicable to all design and construction within the City’s jurisdiction, unless required by State or Federal regulation or code. The District shall design, construct or extend the Facilities in such phases or stages as the District, in its sole discretion, from time to time may determine to be economically feasible.

2.02. Water Distribution and Supply Facilities. The City shall provide the District with its ultimate requirements for water production supply as needed and required by the District, and same shall be provided without capital charges of any kind. The City shall supply water through water supply lines located at the points of connection to be

determined by the City and the District through the plan approval process. In the provision of water supply to the District, the District will be subject to all rules and regulations concerning water capacity or supply generally applicable to water consumers including water conservation and drought contingency rules. The District will pay all design, easement, and construction costs for all off-site infrastructure that is required to provide City water service to the District, and all on-site water infrastructure, unless City requires any oversizing to serve land outside the District, which oversizing will be funded pursuant to the terms of the City's Unified Development Code. The District may make other points of connection to the City's water supply system as approved by the City engineer.

2.03. Wastewater Treatment Plant Facilities. The City and the District agree that the property located within the District is designated as part of the service area of the Lick Creek Wastewater Treatment Plant. The City represents that at this time it has sufficient capacity in the Lick Creek Wastewater Treatment Plant to serve the full development of the District as needed.

2.04 Wastewater Connections. The District will pay all design, easement, and construction costs for all off-site and on-site wastewater infrastructure that is required to collect wastewater and cause the wastewater to flow to the treatment plant. The District and City engineer will agree as to the mutually acceptable points of connection to the City's wastewater treatment system. All wastewater collected from customers within the District shall be delivered by gravity sewer through the wastewater points of discharge.

Notwithstanding the foregoing, the City shall not allow to be made any connection to the District's sanitary sewer system until, with respect to such connection:

~~(1)~~ (1) the City has inspected the connection and premises and has issued a building permit for that connection; and

~~(2)~~ (2) pursuant to the City ordinances, all buildings or structures served by connections shall be located entirely within the boundaries of a lot or parcel shown in a preliminary plan, final plat, site plan, or replat filed with and finally approved by the City Planning & Zoning Commission of the City and duly recorded in the official records of the county where the property is located (provided this limitation shall not apply if no preliminary plan, final plat, site plan, or replat is required by applicable State statutes, City ordinances or City Planning & Zoning Commission regulations).

2.05. Letter of Assurance and Issuance of Assignments of Capacity by the District. The City agrees that, from time to time, the City shall, upon reasonable request, issue a letter of assurance to the District upon reasonable request of the District that the City has capacity in the Lick Creek Wastewater Treatment Plant and/ or has sufficient water

supply to serve the District.

ARTICLE III
OWNERSHIP, OPERATION AND MAINTENANCE OF FACILITIES

3.01. Ownership by the City. As the Facilities described in Article II (except for stormwater detention and recreational facilities) are acquired and constructed by the District, the District shall convey the same to the City free and clear of any encumbrances in a form of deed acceptable to the City. For purposes of this Article III, Facilities does not include stormwater detention facilities or recreational facilities as the City will not take ownership of stormwater detention facilities or recreational facilities.

3.02. Operation by the City. As construction of each phase of the Facilities is completed, representatives of the City shall inspect the same and, if the City finds that the same has been completed in accordance with the approved plans and specifications, the City will accept the same, whereupon such portion of the Facilities shall be operated and maintained by the City at its sole expense as provided herein. In the event that the Facilities have not been completed in accordance with the approved plans and specifications the City will immediately advise the District in what manner the Facilities do not comply, and the District shall immediately correct the same; whereupon the City shall again inspect the Facilities and accept the same if the defects have been corrected. During the term of this Agreement, the City will operate the Facilities and, as to water and wastewater infrastructure, provide service to all users within the District without discrimination. The City shall at all times maintain the Facilities or cause the same to be maintained, in good condition and working order and will operate the same, or cause the same to be operated, in an efficient and economical manner at a reasonable cost and in accordance with sound business principles in operating and maintaining the Facilities, and the City will comply with all contractual provisions and agreements entered into by it and with all valid rules, regulations, directions or orders by any governmental administrative or judicial body promulgating the same.

3.03. Rates and Meters. The City shall bill and collect fees from District customers of the water and wastewater system and shall from time to time fix or adjust such rates and charges for such customers of the system as the City, in its sole discretion, determines are necessary; provided that the rates and charges for services afforded by the system will be equal and uniform to those charged other similar classifications of users in non-municipal utility district areas of the City. All water and wastewater revenues from the District customers shall belong exclusively to the City. The City shall be responsible for providing and installing any necessary meters for the individual customers.

3.04. Tap Fees / Connection Charges. Notwithstanding any City ordinance to the contrary, the City will impose a charge for tap fees or connections to the water and wastewater system at a rate to be determined from time to time by the City, provided

the charge is equal to the sums charged other City users for comparable connections, and the connection charges shall belong exclusively to the City.

3.05 Condemnation of Property. Pursuant to Chapter 3909, Special District Local Laws Code, the District may not exercise the power of eminent domain.

ARTICLE IV FINANCING OF FACILITIES

4.01 Authority of District to Issue Bonds. The District shall have the authority to issue, sell and deliver Bonds from time to time, as deemed necessary and appropriate by the Board of Directors of the District, for the purposes, in such form and manner and as permitted or provided by federal law, the general laws of the State of Texas and the City's Consent Resolution. The authorizing order or resolution regarding the issuance of bonds, which bonds shall be and remain obligations of the District until its dissolution, must be approved the City Council to the extent that such resolution is in compliance with the City's Consent Resolution.

At least thirty (30) days before the issuance of bonds, except refunding bonds, the District's financial advisor shall certify in writing that bonds are being issued within the existing economic feasibility guidelines established by the TCEQ, if applicable, whether or not the District has been approved by the TCEQ. The report, provided to the City Manager, should also state the following:

- The amount of bonds being proposed for issuance,
- The projects to be funded by such bonds,
- The proposed debt service tax rate after issuance of the bonds.

Within thirty (30) days after the District closes the sale of a series of bonds, the District shall deliver to the City Manager a copy of the final official statement for such series of bonds as well as any additional information requested by the City and provide the City with a complete transcript of bond proceedings within sixty (60) days after the date the bonds are delivered.

Terms of any refunding proposed by the District must be approved by the City Council.

4.02 Purpose for Bonds and Use of Bond Proceeds. The District will issue Bonds only for the purpose of purchasing and constructing or otherwise acquiring Facilities, or parts thereof, and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor within or without the boundaries of the District, and providing for developer interest and for any necessary capitalized interest and costs of issuance.

4.03 Bond Provisions. The District's Bonds shall expressly provide that the District reserves the right to redeem the Bonds on any date subsequent to the eighth anniversary of the date of issuance without premium and will be sold only after the taking of public bid therefore. None of such Bonds, other than refunding bonds, will be sold for less than 95% of par; provided that the net effective interest rate on Bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given, and that bids for the bonds will be received not more than forty-five days after notice of sale of the bonds is given. The Bonds shall not have a maturity of more than thirty years and shall not provide for more than twenty-four months of capitalized interest.

4.04. Bonds as Obligation of District. Unless and until the City shall dissolve the District and assume the properties, assets, obligations and liabilities of the District, the Bonds of the District, as to both principal and interest, shall be and remain obligations solely of the District and shall never be deemed or construed to be obligations or indebtedness of the City; the Bonds shall not contain a pledge of any of the water and wastewater revenues.

4.05. Construction by Third Parties. From time to time, the District may enter into one or more agreements, (hereinafter, "Development Financing Agreement") with landowners or developers of property located within or in the vicinity of the District whereby such landowners or developers will undertake, on behalf of the District, to pre-finance and pre-construct, in one or more phases, all or any portion of the Facilities. Under the terms of each Development Financing Agreement, the landowners or developers will be obligated to finance and construct the Facilities in the manner which would be required by law if such work were being performed by the District. Each Development Financing Agreement will provide for the purchase of the Facilities from the landowners or developers using the proceeds of one or more issues of Bonds, as otherwise permitted by law and the applicable rules, regulations and guidelines of the applicable Approving Bodies or as provided in Section 5.01 below.

ARTICLE V

DISTRICT TAXES

5.01. District Taxes. The District is authorized to assess, levy and collect ad valorem taxes upon all taxable properties within the District to provide for (i) the payment in full of the District's Obligations, including principal, redemption premium, if any, or interest on the Bonds and to establish and maintain any interest and sinking fund, debt service fund or reserve fund and (ii) for maintenance purposes, all in accordance with applicable law. The parties agree that nothing herein shall be deemed or construed to prohibit, limit, restrict or otherwise inhibit the District's authority to levy ad valorem taxes as the Board of Directors of the District from time to time may determine to be necessary. The City and the District recognize and agree that all ad valorem tax receipts and revenues collected by the District shall become the property of the District and may be applied by the District to the payment of all or any designated portion of the principal or redemption premium, if any, or interest on the Bonds or otherwise in accordance with applicable law. Each party to this Agreement agrees to notify the other party as soon as is reasonably possible in the event it is ever made a party to or initiates a lawsuit for unpaid taxes.

5.02. Sale or Encumbrance of Facilities. It is acknowledged that, except as otherwise provided in Article III of this Agreement, the District may not dispose of or discontinue any portion of the Facilities.

ARTICLE VI DISSOLUTION OF THE DISTRICT

6.01. Dissolution of District Prior to Retirement of Bonded Indebtedness. The City and the District recognize that, as provided in the laws of the State of Texas, the City has the right to dissolve the District and to acquire the District's assets and assume the District's obligations. Notwithstanding the foregoing, the City shall not dissolve the District until that certain Infrastructure and Economic Development Agreement between the City and College Station Town Center, L.P. (on behalf of itself and the District) (the "Chapter 380 Agreement") has been terminated or the term of the Chapter 380 Agreement has expired.

Upon dissolution of the District, the City shall acquire the District's assets and shall assume the District's obligations. If requested by the District, the City shall afford the District the opportunity to discharge any remaining District's obligations pursuant to any existing Development Financing Agreements of the District, by either (i) authorizing the District to sell its Bonds before or during a transition period prior to the effective date of dissolution as established by the City, or (ii) pursuant to Local Government Code Section 43.080, as amended, issuing and selling bonds of the City in at least the amount necessary to discharge the District's obligations, including those under any Development Financing Agreements.

6.02. Transition upon Dissolution. In the event all required findings and procedures for the annexation and dissolution of the District have been duly, properly and finally made and satisfied by the City, and unless otherwise mutually agreed by the City and the District pursuant to then existing law, the District agrees that its officers, agents and representatives shall be directed to cooperate with the City in any and all respects reasonably necessary to facilitate the dissolution of the District and the transfer of the District's assets to, and the assumption of the District's obligations by, the City.

ARTICLE VII REMEDIES IN EVENT OF DEFAULT

7.01. Remedies. The parties hereto expressly recognize and acknowledge that a breach of this Agreement by either party may cause damage to the nonbreaching party for which there will not be an adequate remedy at law. Accordingly, in addition to all the rights and remedies provided by the laws of the State of Texas, in the event of a breach hereof by either party, the other party shall be entitled but not limited to the equitable remedy of specific performance or a writ of mandamus to compel any necessary action by the breaching party. In the event that a party seeks a remedy as provided in this Article or any monetary damages as otherwise provided in this Agreement, the breaching party shall be required to pay for the non-breaching party's attorney's fees and court costs.

ARTICLE VIII MISCELLANEOUS PROVISIONS

8.01. Force Majeure. In the event either party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused, to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and the full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence.

8.02. Approvals and Consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution or order adopted by the governing body of the appropriate party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of the party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

8.03. Address and Notice. Unless otherwise provided in this Agreement, any notice to be given under this Agreement shall be given in writing and may be given

either by depositing the notice in the United States mail postpaid, registered or certified mail, with return receipt requested; delivering the notice to an officer of such party; or sending the notice by prepaid telegram, when appropriate. Notice deposited by mail in the foregoing manner shall be effective the day after the day on which it is deposited. Notice given in any other manner shall be effective only when received by the party to be notified. For the purposes of notice, the addresses of the parties shall be as follows:

If to the City, to: City Manager
City of College Station
P.O. Box 9960
College Station, TX 77842

If to the District, to: Rock Prairie Management District No. 2
c/ o Schwartz, Page & Harding, L.L.P.
1300 Post Oak Boulevard, Suite 1400
Houston, Texas 77056

The parties shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days¹ written notice of such change to the other party.

8.04. Assignability. This Agreement may not be assigned by either except upon written consent of the other party.

8.05. No Additional Waiver Implied. The failure of either party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other party.

8.06. Reservation of Rights. All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

8.07. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third parties.

8.08. Merger. This Agreement embodies the entire understanding between the parties and there are no representations, warranties or agreements between the parties covering the subject matter of this Agreement other than the City Consent Resolution. If any provisions of the City Consent Resolution appear to be inconsistent or in conflict with the provisions of this Agreement, then the provisions contained in this Agreement

shall be interpreted in a way which is consistent with the City Consent Resolution.

8.9. Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of either party, with respect to the provisions hereof.

8.10. Interpretations. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

8.11. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

8.12. Term and Effect. This Agreement shall remain in effect until the earlier to occur of (i) the dissolution of the District by the City or (ii) the expiration of thirty (30) years from the date hereof.

List of Exhibits

Exhibit "A": Metes and Bounds of the District

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this ____ day of _____, 2015.

THE CITY OF COLLEGE STATION, TEXAS

Mayor

ATTEST/ SEAL:

City Secretary

APPROVED AS TO FORM:

City Attorney

ROCK PRAIRIE MANAGEMENT DISTRICT
NO. 2

By: _____
President, Board of Directors

ATTEST:

By: _____
Assistant Secretary, Board of Directors

(SEAL)

398413v2

Document comparison by Workshare Compare on Thursday, November 19, 2015 3:57:32 PM

Input:	
Document 1 ID	file:///sph-dc02\shared2\tjohnson\Desktop\Utility and Road Exhibit from Final Executed Agreement.docx
Description	Utility and Road Exhibit from Final Executed Agreement
Document 2 ID	interwovenSite://SPHIMAN/LawDB/398413/2
Description	#398413v2<LawDB> - Utility and Road Agreement
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	74
Deletions	77
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	151

UTILITY AND ROAD AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

THIS AGREEMENT made and entered into as of the date herein last specified, by and between the CITY OF COLLEGE STATION, TEXAS (the "City"), a municipal corporation and home-rule city located in Brazos County, Texas, and ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2, created as a body politic and corporate and a governmental agency of the State of Texas under the provisions of Article III, Sections 52 and 52-a and Article XVI, Section 59 of the Texas Constitution, and operating pursuant to Chapter 3909, Special District Local Laws Code and Chapter 375, Texas Local Government Code, as amended (hereinafter the term "District" (as defined herein).

WITNESSETH:

WHEREAS, the District was created within the corporate limits of the City, for the purposes of, among other things, providing water distribution, wastewater collection and drainage, recreational, road and related facilities (as more fully defined below, the "Facilities"), to serve development occurring within the corporate limits of the City situated within the boundaries of the District, by financing and purchasing the Facilities; and

WHEREAS, the City by resolution no. 07-09-15-02 has consented to the creation of the proposed District pursuant to the conditions described in said resolution (the "City Consent Resolution"); and

WHEREAS, under the authority of Chapter 791, Texas Government Code and Section 552.014, Texas Local Government Code, the City and the District may enter into an agreement under the terms of which the District will acquire for the benefit of, and for ultimate conveyance to, the City, the Facilities needed to provide utility service and road infrastructure to lands being developed within and near the boundaries of the District and the City; and

WHEREAS, the parties understand and agree that this Agreement does not constitute, and shall not be construed as, an "allocation agreement" within the meaning of Texas Water Code Section 54.016(f); and

WHEREAS, the City and the District have determined that they are authorized by the Constitution and laws of the State of Texas to enter into this Agreement and have further determined that the terms, provisions and conditions hereof are mutually fair and advantageous to each; NOW, THEREFORE;

AGREEMENT

For and in consideration of these premises and of the mutual promises, obligations, covenants and benefits herein contained, the District and the City contract and agree as follows:

ARTICLE I DEFINITIONS

The capitalized terms and phrases used in this Agreement shall have the meanings as follows:

“Approving Bodies” shall mean the City, the Commission, the Attorney General of Texas, the Comptroller of Public Accounts of Texas, the United States Department of Justice and all other federal and state governmental authorities having regulatory jurisdiction and authority over the financing, construction or operation of the Facilities or the subject matter of this Agreement.

“Bonds” shall mean the District’s bonds, notes or other evidences of indebtedness issued from time to time for the purpose of financing the costs of acquiring, constructing, purchasing, operating, repairing, improving or extending the Facilities, whether payable from ad valorem taxes, the proceeds of one or more future bond issues or otherwise, and including any bonds, notes or similar obligations issued to refund such bonds.

“City Manager” shall mean the City Manager of the City.

“Commission” shall mean the Texas Commission on Environmental Quality or its successor agency of the State of Texas having jurisdiction over the District.

“District” shall mean Rock Prairie Management District No. 2, a body politic and corporate and a governmental agency of the State of Texas organized under the provisions of Article XVI, Section 59 and Article III, Sections 52 and 52-a of the Texas Constitution, Chapter 3909, Special District Local Laws Code and Chapter 375, Local Government Code, as amended, and which includes within its boundaries approximately 270.58 acres of land described on Exhibit “A” attached hereto, and any land that is annexed to the District with the consent of the City.

"District Assets" shall mean (i) all rights, title and interests of the District in and to the Facilities, (ii) any Bonds of the District which are authorized but have not been issued by the District, (iii) all rights and powers of the District under any agreements or commitments with any persons or entities pertaining to the financing, construction or operation of all or any portion of the Facilities and/or the operations of the District, and (iv) all books, records, files, documents, permits, funds and other materials or property of the District.

"District's Obligations" shall mean (i) all outstanding Bonds of the District, (ii) all other debts, liabilities and obligations of the District to or for the benefit of any persons or entities relating to the financing, construction or operation of all or any portion of the Facilities or the operations of the District, and (iii) all functions performed and services rendered by the District, for and to the owners of property within the District and the customers of the Facilities.

"Facilities" shall mean and include the water distribution, sanitary sewer collection, transportation and treatment, and stormwater collection, detention and drainage systems, recreational, road improvements and improvements in aid of the roads, including street lighting, landscaping, sidewalks and signage within the road right-of-way, and related facilities constructed or acquired or to be constructed or acquired by the District to serve lands within and adjacent to its boundaries, and all improvements, appurtenances, additions, extensions, enlargements or betterments thereto, together with all contract rights, permits, licenses, properties, rights-of-way, easements, sites and other interests related thereto. For purposes of conveyance to the City in Article III, Facilities do not include stormwater detention facilities or recreational facilities.

"UDO" means the Unified Development Ordinance of the City of College Station, as amended.

ARTICLE II DESCRIPTION, DESIGN, FINANCING AND CONSTRUCTION OF THE FACILITIES

2.01. Facilities. The Facilities shall be designed and constructed in compliance with all applicable requirements and criteria of the applicable Approving Bodies, including the UDO. The District shall not be required to design and construct the Facilities to requirements more stringent than the City's requirements and criteria applicable to all design and construction within the City's jurisdiction, unless required by State or Federal regulation or code. The District shall design, construct or extend the Facilities in such phases or stages as the District, in its sole discretion, from time to time may determine to be economically feasible.

2.02. Water Distribution and Supply Facilities. The City shall provide the District with its ultimate requirements for water production supply as needed and required by the District, and same shall be provided without capital charges of any kind. The City shall supply water through water supply lines located at the points of connection to be determined by the City and the District through the plan approval process. In the provision of water supply to the District, the District will be subject to all rules and regulations concerning water capacity or supply generally applicable to water consumers including water conservation and drought contingency rules. The District will pay all design, easement, and construction costs for all off-site infrastructure that is required to provide City water service to the District, and all on-site water infrastructure, unless City requires any oversizing to serve land outside the District, which oversizing will be funded pursuant to the terms of the City's Unified Development Code. The District may make other points of connection to the City's water supply system as approved by the City engineer.

2.03. Wastewater Treatment Plant Facilities. The City and the District agree that the property located within the District is designated as part of the service area of the Lick Creek Wastewater Treatment Plant. The City represents that at this time it has sufficient capacity in the Lick Creek Wastewater Treatment Plant to serve the full development of the District as needed.

2.04 Wastewater Connections. The District will pay all design, easement, and construction costs for all off-site and on-site wastewater infrastructure that is required to collect wastewater and cause the wastewater to flow to the treatment plant. The District and City engineer will agree as to the mutually acceptable points of connection to the City's wastewater treatment system. All wastewater collected from customers within the District shall be delivered by gravity sewer through the wastewater points of discharge.

Notwithstanding the foregoing, the City shall not allow to be made any connection to the District's sanitary sewer system until, with respect to such connection:

(1) the City has inspected the connection and premises and has issued a building permit for that connection; and

(2) pursuant to the City ordinances, all buildings or structures served by connections shall be located entirely within the boundaries of a lot or parcel shown in a preliminary plan, final plat, site plan, or replat filed with and finally approved by the City Planning & Zoning Commission of the City and duly recorded in the official records of the county where the property is located (provided this limitation shall not apply if no preliminary plan, final plat, site plan, or replat is required by applicable State statutes, City ordinances or City Planning & Zoning Commission regulations).

2.05. Letter of Assurance and Issuance of Assignments of Capacity by the District. The City agrees that, from time to time, the City shall, upon reasonable request, issue a letter of assurance to the District upon reasonable request of the District that the City has capacity in the Lick Creek Wastewater Treatment Plant and/or has sufficient water supply to serve the District.

ARTICLE III
OWNERSHIP, OPERATION AND MAINTENANCE OF FACILITIES

3.01. Ownership by the City. As the Facilities described in Article II (except for stormwater detention and recreational facilities) are acquired and constructed by the District, the District shall convey the same to the City free and clear of any encumbrances in a form of deed acceptable to the City. For purposes of this Article III, Facilities does not include stormwater detention facilities or recreational facilities as the City will not take ownership of stormwater detention facilities or recreational facilities.

3.02. Operation by the City. As construction of each phase of the Facilities is completed, representatives of the City shall inspect the same and, if the City finds that the same has been completed in accordance with the approved plans and specifications, the City will accept the same, whereupon such portion of the Facilities shall be operated and maintained by the City at its sole expense as provided herein. In the event that the Facilities have not been completed in accordance with the approved plans and specifications the City will immediately advise the District in what manner the Facilities do not comply, and the District shall immediately correct the same; whereupon the City shall again inspect the Facilities and accept the same if the defects have been corrected. During the term of this Agreement, the City will operate the Facilities and, as to water and wastewater infrastructure, provide service to all users within the District without discrimination. The City shall at all times maintain the Facilities or cause the same to be maintained, in good condition and working order and will operate the same, or cause the same to be operated, in an efficient and economical manner at a reasonable cost and in accordance with sound business principles in operating and maintaining the Facilities, and the City will comply with all contractual provisions and agreements entered into by it and with all valid rules, regulations, directions or orders by any governmental administrative or judicial body promulgating the same.

3.03. Rates and Meters. The City shall bill and collect fees from District customers of the water and wastewater system and shall from time to time fix or adjust such rates and charges for such customers of the system as the City, in its sole discretion, determines are necessary; provided that the rates and charges for services afforded by the system will be equal and uniform to those charged other similar classifications of users in non-municipal utility district areas of the City. All water and wastewater revenues from the District customers shall belong exclusively to the City.

The City shall be responsible for providing and installing any necessary meters for the individual customers.

3.04. Tap Fees / Connection Charges. Notwithstanding any City ordinance to the contrary, the City will impose a charge for tap fees or connections to the water and wastewater system at a rate to be determined from time to time by the City, provided the charge is equal to the sums charged other City users for comparable connections, and the connection charges shall belong exclusively to the City.

3.05 Condemnation of Property. Pursuant to Chapter 3909, Special District Local Laws Code, the District may not exercise the power of eminent domain.

ARTICLE IV FINANCING OF FACILITIES

4.01 Authority of District to Issue Bonds. The District shall have the authority to issue, sell and deliver Bonds from time to time, as deemed necessary and appropriate by the Board of Directors of the District, for the purposes, in such form and manner and as permitted or provided by federal law, the general laws of the State of Texas and the City's Consent Resolution. The authorizing order or resolution regarding the issuance of bonds, which bonds shall be and remain obligations of the District until its dissolution, must be approved the City Council to the extent that such resolution is in compliance with the City's Consent Resolution.

At least thirty (30) days before the issuance of bonds, except refunding bonds, the District's financial advisor shall certify in writing that bonds are being issued within the existing economic feasibility guidelines established by the TCEQ, if applicable, whether or not the District has been approved by the TCEQ. The report, provided to the City Manager, should also state the following:

- The amount of bonds being proposed for issuance,
- The projects to be funded by such bonds,
- The proposed debt service tax rate after issuance of the bonds.

Within thirty (30) days after the District closes the sale of a series of bonds, the District shall deliver to the City Manager a copy of the final official statement for such series of bonds as well as any additional information requested by the City and provide the City with a complete transcript of bond proceedings within sixty (60) days after the date the bonds are delivered.

Terms of any refunding proposed by the District must be approved by the City Council.

4.02 Purpose for Bonds and Use of Bond Proceeds. The District will issue Bonds only for the purpose of purchasing and constructing or otherwise acquiring Facilities, or parts thereof, and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor within or without the boundaries of the District, and providing for developer interest and for any necessary capitalized interest and costs of issuance.

4.03 Bond Provisions. The District's Bonds shall expressly provide that the District reserves the right to redeem the Bonds on any date subsequent to the eighth anniversary of the date of issuance without premium and will be sold only after the taking of public bid therefore. None of such Bonds, other than refunding bonds, will be sold for less than 95% of par; provided that the net effective interest rate on Bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given, and that bids for the bonds will be received not more than forty-five days after notice of sale of the bonds is given. The Bonds shall not have a maturity of more than thirty years and shall not provide for more than twenty-four months of capitalized interest.

4.04. Bonds as Obligation of District. Unless and until the City shall dissolve the District and assume the properties, assets, obligations and liabilities of the District, the Bonds of the District, as to both principal and interest, shall be and remain obligations solely of the District and shall never be deemed or construed to be obligations or indebtedness of the City; the Bonds shall not contain a pledge of any of the water and wastewater revenues.

4.05. Construction by Third Parties. From time to time, the District may enter into one or more agreements, (hereinafter, "Development Financing Agreement") with landowners or developers of property located within or in the vicinity of the District whereby such landowners or developers will undertake, on behalf of the District, to pre-finance and pre-construct, in one or more phases, all or any portion of the Facilities. Under the terms of each Development Financing Agreement, the landowners or developers will be obligated to finance and construct the Facilities in the manner which would be required by law if such work were being performed by the District. Each Development Financing Agreement will provide for the purchase of the Facilities from the landowners or developers using the proceeds of one or more issues of Bonds, as otherwise permitted by law and the applicable rules, regulations and guidelines of the applicable Approving Bodies or as provided in Section 5.01 below.

ARTICLE V
DISTRICT TAXES

5.01. District Taxes. The District is authorized to assess, levy and collect ad valorem taxes upon all taxable properties within the District to provide for (i) the payment in full of the District's Obligations, including principal, redemption premium, if any, or interest on the Bonds and to establish and maintain any interest and sinking fund, debt service fund or reserve fund and (ii) for maintenance purposes, all in accordance with applicable law. The parties agree that nothing herein shall be deemed or construed to prohibit, limit, restrict or otherwise inhibit the District's authority to levy ad valorem taxes as the Board of Directors of the District from time to time may determine to be necessary. The City and the District recognize and agree that all ad valorem tax receipts and revenues collected by the District shall become the property of the District and may be applied by the District to the payment of all or any designated portion of the principal or redemption premium, if any, or interest on the Bonds or otherwise in accordance with applicable law. Each party to this Agreement agrees to notify the other party as soon as is reasonably possible in the event it is ever made a party to or initiates a lawsuit for unpaid taxes.

5.02. Sale or Encumbrance of Facilities. It is acknowledged that, except as otherwise provided in Article III of this Agreement, the District may not dispose of or discontinue any portion of the Facilities.

ARTICLE VI
DISSOLUTION OF THE DISTRICT

6.01. Dissolution of District Prior to Retirement of Bonded Indebtedness. The City and the District recognize that, as provided in the laws of the State of Texas, the City has the right to dissolve the District and to acquire the District's assets and assume the District's obligations. Notwithstanding the foregoing, the City shall not dissolve the District until that certain Infrastructure and Economic Development Agreement between the City and College Station Town Center, L.P. (on behalf of itself and the District) (the "Chapter 380 Agreement") has been terminated or the term of the Chapter 380 Agreement has expired.

Upon dissolution of the District, the City shall acquire the District's assets and shall assume the District's obligations. If requested by the District, the City shall afford the District the opportunity to discharge any remaining District's obligations pursuant to any existing Development Financing Agreements of the District, by either (i) authorizing the District to sell its Bonds before or during a transition period prior to the effective date of dissolution as established by the City, or (ii) pursuant to Local Government Code Section 43.080, as amended, issuing and selling bonds of the City in

at least the amount necessary to discharge the District's obligations, including those under any Development Financing Agreements.

6.02. Transition upon Dissolution. In the event all required findings and procedures for the annexation and dissolution of the District have been duly, properly and finally made and satisfied by the City, and unless otherwise mutually agreed by the City and the District pursuant to then existing law, the District agrees that its officers, agents and representatives shall be directed to cooperate with the City in any and all respects reasonably necessary to facilitate the dissolution of the District and the transfer of the District's assets to, and the assumption of the District's obligations by, the City.

ARTICLE VII REMEDIES IN EVENT OF DEFAULT

7.01. Remedies. The parties hereto expressly recognize and acknowledge that a breach of this Agreement by either party may cause damage to the nonbreaching party for which there will not be an adequate remedy at law. Accordingly, in addition to all the rights and remedies provided by the laws of the State of Texas, in the event of a breach hereof by either party, the other party shall be entitled but not limited to the equitable remedy of specific performance or a writ of mandamus to compel any necessary action by the breaching party. In the event that a party seeks a remedy as provided in this Article or any monetary damages as otherwise provided in this Agreement, the breaching party shall be required to pay for the non-breaching party's attorney's fees and court costs.

ARTICLE VIII MISCELLANEOUS PROVISIONS

8.01. Force Majeure. In the event either party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused, to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and the full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence.

8.02. Approvals and Consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution or order adopted by the governing body of the appropriate party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on

behalf of the party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

8.03. Address and Notice. Unless otherwise provided in this Agreement, any notice to be given under this Agreement shall be given in writing and may be given either by depositing the notice in the United States mail postpaid, registered or certified mail, with return receipt requested; delivering the notice to an officer of such party; or sending the notice by prepaid telegram, when appropriate. Notice deposited by mail in the foregoing manner shall be effective the day after the day on which it is deposited. Notice given in any other manner shall be effective only when received by the party to be notified. For the purposes of notice, the addresses of the parties shall be as follows:

If to the City, to: City Manager
City of College Station
P.O. Box 9960
College Station, TX 77842

If to the District, to: Rock Prairie Management District No. 2
c/o Schwartz, Page & Harding, L.L.P.
1300 Post Oak Boulevard, Suite 1400
Houston, Texas 77056

The parties shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice of such change to the other party.

8.04. Assignability. This Agreement may not be assigned by either except upon written consent of the other party.

8.05. No Additional Waiver Implied. The failure of either party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other party.

8.06. Reservation of Rights. All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

8.07. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third parties.

8.08. Merger. This Agreement embodies the entire understanding between the parties and there are no representations, warranties or agreements between the parties covering the subject matter of this Agreement other than the City Consent Resolution. If any provisions of the City Consent Resolution appear to be inconsistent or in conflict with the provisions of this Agreement, then the provisions contained in this Agreement shall be interpreted in a way which is consistent with the City Consent Resolution.

8.9. Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of either party, with respect to the provisions hereof.

8.10. Interpretations. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

8.11. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

8.12. Term and Effect. This Agreement shall remain in effect until the earlier to occur of (i) the dissolution of the District by the City or (ii) the expiration of thirty (30) years from the date hereof.

List of Exhibits
Exhibit "A": Metes and Bounds of the District

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this _____ day of _____, 2015.

THE CITY OF COLLEGE STATION, TEXAS

Mayor

ATTEST/SEAL:

City Secretary

APPROVED AS TO FORM:

City Attorney

398413v2



Assistant Secretary, Board of Directors

By: _____

ATTEST:

President, Board of Directors

By: _____

ROCK PRAIRIE MANAGEMENT DISTRICT
NO. 2



EXHIBIT A

Metes and Bounds Description For
Rock Prairie Management District No. 2
Being 270.58 acres
College Station, Brazos County, Texas

All those certain tracts or parcels of land lying and being situated in the Thomas Caruthers league (abstract no. 9) and Robert Stevenson league (abstract no. 54) in College Station, Brazos County, Texas, comprised of the remainder of that 25.79 acre tract conveyed to Brian Howard Perry by deed recorded in volume 10459, page 34 of the Official Public Records of Brazos County, Texas, all of that 10.35 acre tract conveyed to Barry C. Nelson by deed recorded in volume 10577, page 191 of the Official Public Records of Brazos County, Texas, all of that 231.97 acre tract conveyed to College Station Land Investment, LP by deed recorded in volume 10600, page 156 of the Official Public Records of Brazos County, Texas, and the remainder of that 2.996 acre tract conveyed to Chakde Holdings, L.L.C. by deed recorded in volume 10990, page 21 of the Official Public Records of Brazos County, Texas, and the boundary being more particularly described as follows:

Tract 1:

Beginning at the southeast corner Lot 1, Rock Prairie Baptist Church subdivision (vol. 7312, pg. 207), which is also an east corner of the said College Station Land Investment, LP 231.97 acre tract, and from where City of College Station GPS control monument no. 9 bears S 88° 50' 15" E - 2550.7 feet.

Thence along the common boundary of the said 231.97 acre tract and the Goen (vol. 10424, pg. 40), Clark (vol. 561, pg. 28) and Savage (vol. 7912, pg. 265) tracts as follows:

S 20° 22' 54" E - 112.43 feet, S 41° 53' 54" W - 1390.60 feet, S 48° 05' 26" E - 341.98 feet, S 48° 21' 21" E - 250.43 feet and S 48° 32' 07" E - 437.74 feet to the south corner of the said Savage tract, also being an east corner of the said 231.97 acre tract and a north corner of the City of College Station 100.64 acre tract (vol. 6927, pg. 226);

Thence S 77° 56' 03" W - 2981.71 feet along the common line of said 231.97 acre tract and the said 100.64 acres, to their west common corner in the northeast line of the City of College Station 46.60 acre tract (vol. 3310, pg. 321);

Thence N 68° 16' 02" W - 185.06 feet along the common line of said 231.97 acre tract and the said 46.60 acres, to their west common corner;

Thence along the common boundary of the said 231.97 acre tract and the Wheeler 71.52 acre (vol. 3007, pg. 341) tracts as follows:

N 57° 11' 22" W - 112.33 feet, N 47° 58' 11" W - 372.04 feet, N 47° 52' 01" W - 828.48 feet,
N 48° 14' 35" W - 163.14 feet, N 47° 03' 10" W - 128.80 feet and N 46° 26' 14" W - 355.34 feet to the most westerly corner of the said 231.97 acre tract;

Thence N 64° 40' 08" E - 5.63 feet to the most southerly corner of the said Perry 25.79 acre tract;

Thence N 47° 40' 38" W – 251.08 feet along the southwest line of the said Perry 25.79 acre tract to the north corner of the said Wheeler 71.52 acre tract, being an east corner of the Scott & White Healthcare Subdivision (vol. 10179, pg. 50);

Thence along the common boundary of the said Perry tract and said Scott & White subdivision as follows:

N 47° 37' 11" W – 128.13 feet, N 50° 49' 32" E – 930.60 feet and N 2° 42' 34" W – 1025.16 feet to the south right-of-way line of Rock Prairie Road East (118 ft. width);

Thence along the south right-of-way lines of Rock Prairie Road East (59.0 feet south of the surveyed centerline) as follows:

S 86° 27' 34" E – 1756.74 feet, S 85° 02' 05" E – 1226.41 feet, S 84° 23' 02" E – 70.75 feet to a right-of-way offset corner;

Thence N 0° 42' 21" W – 1.51 feet to another offset corner in the south right-of-way line of Rock Prairie Road East (115 ft. width);

Thence along the south right-of-way line of Rock Prairie Road East (57.5 feet south of the surveyed centerline), also being the north lines of said 231.97 acre tract, as follows:

S 84° 23' 02" E – 543.10 feet and S 82° 02' 02" E – 195.35 feet to the west line of said Lot 1, Rock Prairie Baptist Church subdivision, at a northeast corner of said 231.97 acre tract;

Thence along the common lines of said 231.97 acre tract and Lot 1, Rock Prairie Baptist Church subdivision as follows:

S 7° 57' 58" W – 528.77 feet and S 82° 02' 02" E – 699.33 feet to the Point of Beginning and containing 267.77 acres of land more or less.

Tract 2:

Beginning at the southeast corner said Chakde Holdings 2.996 acre tract, located S 81° 00' 37" E – 428.78 feet from the point-of-beginning of the above described 270.58 acre tract, and from where City of College Station GPS control monument no. 9 bears N 89° 35' 21" E – 2126.7 feet.

Thence N 77° 25' 29" W – 169.24 feet to the southwest corner of the said 2.996 acre tract;

Thence N 0° 43' 14" W – 528.90 feet to the south right-of-way line of Rock Prairie Road East (115 ft. width);

Thence S 82° 02' 02" E – 293.41 feet along said south right-of-way line, parallel and 57.5 feet south of the surveyed centerline, to its intersection with the common line of the said 2.996 acre tract and the White 2.00 acre tract (vol. 1249, pg. 612);

Thence S 12° 44' 40" W – 538.30 feet along said common line of the Chakde and White to the Point of Beginning and containing 2.81 acres of land more or less.

Combined, these two described tracts total 270.58 acres more or less.

Bearings are Texas State Plane, NAD-83(CORS) datum, based on City of College Station GPS control points and GPS observations. Volume and page numbers cited refer to the Brazos County public records.

No monuments were set for this survey and found monuments are not cited.

This document was prepared under 22 TAC §663.21 does not reflect the results of an on the ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Prepared November 2015.

See exhibit map prepared with this description, dated Nov. 2015.

Joe Orr, Inc.

A BASELINE CORPORATION CO.

Post Office Box 11979

College Station, TX 77842-1979

(979) 693-2777

TBPLS Firm no. 100544-00





Legislation Details (With Text)

File #: 15-0764 **Version:** 1 **Name:** 138 kV Transmission Line Upgrade
Type: Contract **Status:** Consent Agenda
File created: 12/21/2015 **In control:** City Council Regular
On agenda: 1/28/2016 **Final action:**
Title: Presentation, possible action, and discussion regarding a construction contract with L.E. Myers Company, in the amount of \$3,580,522.18 for reconductoring of the Spring Creek transmission line.
Sponsors: Timothy Crabb
Indexes:
Code sections:
Attachments: [Final Tabulation.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding a construction contract with L.E. Myers Company, in the amount of \$3,580,522.18 for reconductoring of the Spring Creek transmission line.

- Core Services and Infrastructure

Recommendation(s):

Staff recommends award to the lowest, responsible bidder meeting specifications, L.E. Myers Company.

Summary:

This contract (Contract 16300115) is for the necessary labor and equipment to replace the Spring Creek Transmission line. This construction project is necessary to meet current and future electric load demands and improve electric reliability within the community. Sealed competitive bids were received from four (4) firms. Michels Power were low bid, but withdrew due to taking some exceptions with the contract.

Reviewed and Approved by Legal: Yes

Budget & Financial Summary:

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

Attachments:

Bid Tab #16-025



City of College Station - Purchasing Division
Bid Tabulation for # 16-025
138 kV Transmission Line Upgrade
Open Date: November 18, 2015 @ 2:00 p.m.

Section 1 - Pole Units

Unit No.	Weight (lbs. Rounded)	No. of Units	Bonded Owner Material (\$)	L.E. Myers Company			Mesa Line Services		
				Unit Price (\$) * - Contractor Labor & Material	Bid Unit Total Price (\$) (Bonded Owner Material + Contractor Labor and Material)	Extended Price (\$)	Unit Price (\$) * - Contractor Labor & Material	Bid Unit Total Price (\$) (Bonded Owner Material + Contractor Labor and Material)	Extended Price (\$)
Conc Tan - TUC - 1 - New - 11/10/10-095	23,230	1	7,165.00	8,145.62	15,310.62	15,310.62	20,440.04	27,605.04	27,605.04
Conc Tan - w/UB-TUC-1-New-11/10/10-110	29,760	12	8,390.00	7,954.05	16,344.05	196,128.60	21,371.98	29,761.98	357,143.76
Conc Tan-w/UB-TUC-1-New-11/10/10-115	32,148	5	9,270.00	8,903.99	18,173.99	90,869.95	21,822.34	31,092.34	155,461.70
Conc Tan-TUC-2-Exist-10/8/8-080	13,210	1	3,000.00	8,107.31	11,107.31	11,107.31	21,822.34	24,822.34	24,822.34
Conc Tan-TUC-3-Exist-11/9/9-090	16,286	1	3,000.00	8,107.31	11,107.31	11,107.31	21,822.34	24,822.34	24,822.34
Steel DE-0/90 DEG-TUS-DE1-New-9/9/9-070	24,314	1	30,724.00	46,948.87	77,672.87	77,672.87	55,908.97	86,632.97	86,632.97
Steel DE-0-60 DEG-TUS-DE2-New-9/7/7-070	17,999	1	22,108.00	39,629.38	61,737.38	61,737.38	49,131.22	71,239.22	71,239.22
Steel DE-0 DEG-TUS-DE3-New-45/8/8-114	25,473	1	30,553.00	43,587.71	74,140.71	74,140.71	55,475.57	86,028.57	86,028.57
Steel DE-0-60 DEG-TUS-DE60-New-10/10/10-085	20,821	2	25,745.00	42,069.21	67,814.21	135,628.42	52,863.48	78,608.48	157,216.96
Steel DE-0-60 DEG-TUS-DE60-New-10/10/10-090	22,440	3	27,456.00	42,069.21	69,525.21	208,575.63	59,085.64	86,541.64	259,624.92
Steel DE-60-100 DEG-TUS-DE100-New-10/10/10-085	26,416	1	32,290.00	57,467.55	89,757.55	89,757.55	73,254.94	105,544.94	105,544.94
SUBTOTAL				972,036.35			1,356,142.76		

Yellow highlight denotes price edited to reflect an error in addition or rounding.

* Material includes any material required to install the steel pole foundations per the specifications, including concrete, rebar, slurry and forms.



City of College Station - Purchasing Division
Bid Tabulation for # 16-025
138 kV Transmission Line Upgrade
Open Date: November 18, 2015 @ 2:00 p.m.

Section 1 - Pole Units

Unit No.	Weight (lbs. Rounded)	No. of Units	Bonded Owner Material (\$)	Michels Power			T&D Solutions LLC		
				Unit Price (\$) * - Contractor Labor & Material	Bid Unit Total Price (\$) (Bonded Owner Material + Contractor Labor and Material)	Extended Price (\$)	Unit Price (\$) * - Contractor Labor & Material	Bid Unit Total Price (\$) (Bonded Owner Material + Contractor Labor and Material)	Extended Price (\$)
Conc Tan - TUC - 1 - New - 11/10/10-095	23,230	1	7,165.00	4,714.20	11,879.20	11,879.20	14,572.15	21,737.15	21,737.15
Conc Tan - w/UB-TUC-1-New-11/10/10-110	29,760	12	8,390.00	4,714.20	13,104.20	157,250.40	13,655.48	22,045.48	264,545.76
Conc Tan-w/UB-TUC-1-New-11/10/10-115	32,148	5	9,270.00	4,714.20	13,984.20	69,921.00	13,772.15	23,042.15	115,210.75
Conc Tan-TUC-2-Exist-10/8/8-080	13,210	1	3,000.00	4,714.20	7,714.20	7,714.20	14,572.15	17,572.15	17,572.15
Conc Tan-TUC-3-Exist-11/9/9-090	16,286	1	3,000.00	4,714.20	7,714.20	7,714.20	14,572.15	17,572.15	17,572.15
Steel DE-0/90 DEG-TUS-DE1-New-9/9/9-070	24,314	1	30,724.00	40,980.64	71,704.64	71,704.64	44,885.00	75,609.00	75,609.00
Steel DE-0-60 DEG-TUS-DE2-New-9/7/7-070	17,999	1	22,108.00	40,980.64	63,088.64	63,088.64	38,086.25	60,194.25	60,194.25
Steel DE-0 DEG-TUS-DE3-New-45/8/8-114	25,473	1	30,553.00	40,980.64	71,533.64	71,533.64	40,354.25	70,907.25	70,907.25
Steel DE-0-60 DEG-TUS-DE60-New-10/10/10-085	20,821	2	25,745.00	40,980.64	66,725.64	133,451.28	40,354.25	66,099.25	132,198.50
Steel DE-0-60 DEG-TUS-DE60-New-10/10/10-090	22,440	3	27,456.00	40,980.64	68,436.64	205,309.92	40,354.25	67,810.25	203,430.75
Steel DE-60-100 DEG-TUS-DE100-New-10/10/10-085	26,416	1	32,290.00	40,980.64	73,270.64	73,270.64	54,629.00	86,919.00	86,919.00
SUBTOTAL					872,837.76		1,065,896.71		

Yellow highlight denotes price edited to reflect an error in addition or rounding.

* Material includes any material required to install the steel pole foundations per the specifications, incl



City of College Station - Purchasing Division
Bid Tabulation for # 16-025
138 kV Transmission Line Upgrade
Open Date: November 18, 2015 @ 2:00 p.m.

Section 2 - Pole Top Assembly Units

Unit No.	No. of Units	L.E. Myers Company				Mesa Line			
		Unit Price (\$)			Extended Price (\$)	Unit Price (\$)			Extended Price (\$)
		Labor	Materials	Labor & Materials		Labor	Materials	Labor & Materials	
CSFC8B	3	911.10	0.00	911.10	2,733.30	5,526.45	0.00	5,526.45	16,579.35
TM-1F-AF	9	590.53	243.46	833.99	7,505.91	2,766.87	0.00	2,766.87	24,901.83
TM-1F-ST	69	486.36	243.46	729.82	50,357.58	2,402.65	0.00	2,402.65	165,782.85
TM-1F-ST477	6	1,214.80	463.07	1,677.87	10,067.22	2,379.07	0.00	2,379.07	14,274.42
TM-3-ST	30	303.70	303.95	607.65	18,229.50	690.98	0.00	690.98	20,729.40
TM-3A	228	303.70	15.47	319.17	72,770.76	890.07	0.00	890.07	202,935.96
TM-3SPL	3	1,265.41	975.94	2,241.35	6,724.05	3,441.69	0.00	3,441.69	10,325.07
TM-3	60	303.70	520.82	824.52	49,471.20	1,439.28	0.00	1,439.28	86,356.80
TM-4A6B	115	151.85	3.07	154.92	17,815.80	662.33	0.00	662.33	76,167.95
TM-4B5	9	911.10	674.76	1,585.86	14,272.74	1,285.03	0.00	1,285.03	11,565.27
TM-4B8	2	911.10	803.09	1,714.19	3,428.38	1,605.33	0.00	1,605.33	3,210.66
TM-4B12	2	911.10	1,293.95	2,205.05	4,410.10	4,345.88	0.00	4,345.88	8,691.76
TM-4C8	4	911.10	803.09	1,714.19	6,856.76	1,572.86	0.00	1,572.86	6,291.44
TM-4G-BB	2	151.85	3,153.11	3,304.96	6,609.92	1,270.70	0.00	1,270.70	2,541.40
TM-4G-ST	31	303.70	198.46	502.16	15,566.96	543.66	0.00	543.66	16,853.46
TM-4G-ST1	1	379.62	1,761.67	2,141.29	2,141.29	1,011.60	0.00	1,011.60	1,011.60
TM-4G-ST38	4	303.70	160.49	464.19	1,856.76	475.03	0.00	475.03	1,900.12
TM-OWSP-1	6	3,036.99	595.38	3,632.37	21,794.22	5,796.20	0.00	5,796.20	34,777.20
SUBTOTAL				312,612.45				704,896.54	

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City of College Station - Purchasing Division
Bid Tabulation for # 16-025
138 kV Transmission Line Upgrade
Open Date: November 18, 2015 @ 2:00 p.m.

Section 2 - Pole Top As

Unit No.	No. of Units	Michels Power				T&D Solutions			
		Unit Price (\$)			Extended Price (\$)	Unit Price (\$)			Extended Price (\$)
		Labor	Materials	Labor & Materials		Labor	Materials	Labor & Materials	
CSFC8B	3	723.75	478.95	1,202.70	3,608.10	1,500.00	494.83	1,994.83	5,984.49
TM-1F-AF	9	510.88	639.38	1,150.26	10,352.34	200.00	658.16	858.16	7,723.44
TM-1F-ST	69	425.74	656.81	1,082.55	74,695.95	200.00	675.02	875.02	60,376.38
TM-1F-ST477	6	425.74	452.21	877.95	5,267.70	200.00	466.85	666.85	4,001.10
TM-3-ST	30	510.88	295.28	806.16	24,184.80	200.00	305.21	505.21	15,156.30
TM-3A	228	378.43	387.11	765.54	174,543.12	200.00	400.40	600.40	136,891.20
TM-3SPL	3	1,021.77	205.76	1,227.53	3,682.59	200.00	213.06	413.06	1,239.18
TM-3	60	255.44	900.94	1,156.38	69,382.80	200.00	930.65	1,130.65	67,839.00
TM-4A6B	115	212.87	261.56	474.43	54,559.45	50.00	271	321.00	36,915.00
TM-4B5	9	1,362.35	791.66	2,154.01	19,386.09	600.00	817.93	1,417.93	12,761.37
TM-4B8	2	1,532.65	917.21	2,449.86	4,899.72	600.00	947.99	1,547.99	3,095.98
TM-4B12	2	1,702.94	1,399.65	3,102.59	6,205.18	600.00	1,445.42	2,045.42	4,090.84
TM-4C8	4	1,362.35	1,102.05	2,464.40	9,857.60	600.00	1,138.08	1,738.08	6,952.32
TM-4G-BB	2	425.74	595.20	1,020.94	2,041.88	100.00	614.94	714.94	1,429.88
TM-4G-ST	31	340.59	154.61	495.20	15,351.20	50.00	160.58	210.58	6,527.98
TM-4G-ST1	1	298.02	583.58	881.60	881.60	100.00	160.58	260.58	260.58
TM-4G-ST38	4	212.87	110.44	323.31	1,293.24	50.00	114.58	164.58	658.32
TM-OWSP-1	6	2,043.53	1,821.64	3,865.17	23,191.02	4,000.00	1,881.49	5,881.49	35,288.94
SUBTOTAL		503,384.38				407,192.30			

Yellow highlight denotes price



City of College Station - Purchasing Division
Bid Tabulation for # 16-025
138 kV Transmission Line Upgrade
Open Date: November 18, 2015 @ 2:00 p.m.

Section 3 - Conductor Assembly Units

			L.E. Myers Company			Mesa Line		
Unit No.	No. of Units	Bonded Owner Material (\$)	Unit Price (\$) - Labor	Price (\$) (Bonded Owner Material + Unit Labor)	Extended Price (\$)	Unit Price (\$) - Labor	Price (\$) (Bonded Owner Material + Unit Labor)	Extended Price (\$)
TWA-1033 ACSS	94,551	1.8742	6.62	8.49	803,135.10	7.59	9.46	894,849.57
TWA-5SAY	46,221	1.8841	5.24	7.12	329,283.03	9.50	11.38	526,184.49
ADSS	1,420	1.0774	41.60	42.68	60,601.91	13.41	14.49	20,572.11
SUBTOTAL			1,193,020.04			1,441,606.17		

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City of College Station - Purchasing Division
Bid Tabulation for # 16-025
138 kV Transmission Line Upgrade
Open Date: November 18, 2015 @ 2:00 p.m.

Section 3 - Conductor Assembly Units

			Michels Power			T&D Solutions LLC		
Unit No.	No. of Units	Bonded Owner Material (\$)	Unit Price (\$) - Labor	Price (\$) (Bonded Owner Material + Unit Labor)	Extended Price (\$)	Unit Price (\$) - Labor	Price (\$) (Bonded Owner Material + Unit Labor)	Extended Price (\$)
TWA-1033 ACSS	94,551	1.8742	4.75	6.62	626,324.73	9.43	11.30	1,068,823.41
TWA-5SAY	46,221	1.8841	4.90	6.78	313,567.89	3.29	5.17	239,152.08
ADSS	1,420	1.0774	6.81	7.89	11,200.11	6.90	7.98	11,327.91
SUBTOTAL			951,092.73			1,319,303.40		

Yellow highlight denotes price edited to reflect an error



City of College Station - Purchasing Division
Bid Tabulation for # 16-025
138 kV Transmission Line Upgrade
Open Date: November 18, 2015 @ 2:00 p.m.

Section 4 - Miscellaneous Assembly Units

Unit No.	No. of Units	L.E. Myers Company				Mesa Line Services			
		Unit Price (\$)			Extended Price (\$)	Unit Price (\$)			Extended Price (\$)
		Labor	Materials	Labor & Materials		Labor	Materials	Labor & Materials	
Anode	29	759.25	33.08	792.33	22,977.57	1,994.60	0.00	1,994.60	57,843.40
Gate: TM-52A	1	1,650.00	1,786.13	3,436.13	3,436.13	3,417.44	0.00	3,417.44	3,417.44
Gate: TM-52B	1	1,760.00	1,607.51	3,367.51	3,367.51	3,252.08	0.00	3,252.08	3,252.08
Gate: TM-52C	1	2,420.00	2,381.50	4,801.50	4,801.50	4,630.08	0.00	4,630.08	4,630.08
Gate: TM-52D	1	2,420.00	2,024.28	4,444.28	4,444.28	4,299.36	0.00	4,299.36	4,299.36
Lock	4	16.50	17.86	34.36	137.44	33.07	0.00	33.07	132.28
Matting	100	607.40	238.15	845.55	84,555.00	1,543.36	0.00	1,543.36	154,336.00
Mobilization	1	415,841.57	0.00	415,841.57	415,841.57	150,715.58	0.00	150,715.58	150,715.58
Port-a-Potty	1	3,960.00	0.00	3,960.00	3,960.00	3,968.64	0.00	3,968.64	3,968.64
R-CONC POLE	2	2,277.75	0.00	2,277.75	4,555.50	9,652.58	0.00	9,652.58	19,305.16
ROW Clearing and Restoration Lump Sum	1	183,370.00	0.00	183,370.00	183,370.00	183,770.08	0.00	183,770.08	183,770.08
R-WOOD POLE	15	1,518.50	119.08	1,637.58	24,563.70	2,882.31	0.00	2,882.31	43,234.65
Silt Fencing (ft)	1,000	11.00	5.95	16.95	16,950.00	16.54	0.00	16.54	16,540.00
SWPPP	1	33,000.00	0.00	33,000.00	33,000.00	33,072.00	0.00	33,072.00	33,072.00
TUM6-6C	18	227.77	295.75	523.52	9,423.36	1,015.29	0.00	1,015.29	18,275.22
TUM6-6RGC	2	227.77	295.75	523.52	1,047.04	5,276.40	0.00	5,276.40	10,552.80
TUM6-6RGD	1	227.77	295.75	523.52	523.52	5,289.50	0.00	5,289.50	5,289.50
TUM6-6ST	11	227.77	295.75	523.52	5,758.72	796.55	0.00	796.55	8,762.05
TUM6-6X	5	227.77	295.75	523.52	2,617.60	2,587.34	0.00	2,587.34	12,936.70
TWR-1033 ACSS	423	46.67	0.00	46.67	19,741.41	6.82	0.00	6.82	2,884.86
TWR-3/8	31,850	1.91	0.00	1.91	60,833.50	1.71	0.00	1.71	54,463.50
TWR-477 AAC	77,130	1.51	0.00	1.51	116,466.30	2.27	0.00	2.27	175,085.10
VD-2	312	45.55	190.83	236.38	73,750.56	94.95	0.00	94.95	29,624.40
VD-3	147	15.18	30.61	45.79	6,731.13	64.69	0.00	64.69	9,509.43
SUBTOTAL				1,102,853.34		1,005,900.31			

Yellow highlight denotes price edited to reflect an error in addition or rounding.

Notes: Locks - changed quantity to four to match the number of gates
 Matting - changed quantity to 100 per our conversation at the meeting; this increased Myers and Michels extended cost by 100x; divided Mesa and T&D lump sum costs by 100 to get their unit costs, producing the same extended cost.
 Silt Fencing - changed quantity to 1000 feet to better fit an upper level quantity



City of College Station - Purchasing Division
Bid Tabulation for # 16-025
138 kV Transmission Line Upgrade
Open Date: November 18, 2015 @ 2:00 p.m.

Section 4 - Miscellaneous Ass

Unit No.	No. of Units	Michels Power				T&D Solutions			
		Unit Price (\$)			Extended Price (\$)	Unit Price (\$)			Extended Price (\$)
		Labor	Materials	Labor & Materials		Labor	Materials	Labor & Materials	
Anode	29	510.88	101.14	612.02	17,748.58	200.00	103.48	303.48	8,800.92
Gate: TM-52A	1	0.00	3,778.13	3,778.13	3,778.13	1,680.00	1,575.00	3,255.00	3,255.00
Gate: TM-52B	1	0.00	2,906.25	2,906.25	2,906.25	1,680.00	1,417.50	3,097.50	3,097.50
Gate: TM-52C	1	0.00	4,650.00	4,650.00	4,650.00	2,310.00	2,100.00	4,410.00	4,410.00
Gate: TM-52D	1	0.00	4,940.63	4,940.63	4,940.63	2,310.00	1,785.00	4,095.00	4,095.00
Lock	4	0.00	58.13	58.13	232.52	15.75	15.75	31.50	126.00
Matting	100	0.00	322.59	322.59	32,259.00	0.00	1,480.88	1,480.88	148,088.00
Mobilization	1	50,426.49	0.00	50,426.49	50,426.49	56,013.00	0.00	56,013.00	56,013.00
Port-a-Potty	1	0.00	1,040.44	1,040.44	1,040.44	0.00	3,780.00	3,780.00	3,780.00
R-CONC POLE	2	1,702.94	58.13	1,761.07	3,522.14	4,200.00	0.00	4,200.00	8,400.00
ROW Clearing and Restoration Lump Sum	1	0.00	20,925.00	20,925.00	20,925.00	204,035.00	0.00	204,035.00	204,035.00
R-WOOD POLE	15	851.47	58.13	909.60	13,644.00	1,000.00	0.00	1,000.00	15,000.00
Silt Fencing (ft)	1,000	0.00	9.30	9.30	9,300.00	10.50	5.25	15.75	15,750.00
SWPPP	1	0.00	11,625.00	11,625.00	11,625.00	31,500.00	0.00	31,500.00	31,500.00
TUM6-6C	18	85.15	240.64	325.79	5,864.22	200.00	248.70	448.70	8,076.60
TUM6-6RGC	2	298.02	639.38	937.40	1,874.80	1,600.00	659.33	2,259.33	4,518.66
TUM6-6RGD	1	510.88	639.38	1,150.26	1,150.26	1,600.00	659.33	2,259.33	2,259.33
TUM6-6ST	11	425.74	65.10	490.84	5,399.24	200.00	67.86	267.86	2,946.46
TUM6-6X	5	340.59	43.01	383.60	1,918.00	200.00	45.59	245.59	1,227.95
TWR-1033 ACSS	423	0.85	0.00	0.85	359.55	217.49	0.00	217.49	91,998.27
TWR-3/8	31,850	0.43	0.00	0.43	13,695.50	0.52	0.00	0.52	16,562.00
TWR-477 AAC	77,130	0.51	0.00	0.51	39,336.30	1.19	0.00	1.19	91,784.70
VD-2	312	59.60	133.69	193.29	60,306.48	50.00	138.82	188.82	58,911.84
VD-3	147	42.57	20.93	63.50	9,334.50	50.00	22.15	72.15	10,606.05
SUBTOTAL				316,237.03				795,242.28	

Yellow highlight denotes price edited

Notes: Locks - changed quantity to 4
 Matting - changed quantity to 100 pieces
 divided Mesa and T&D lump sum
 Silt Fencing - changed quantity to 1000



City of College Station - Purchasing Division
Bid Tabulation for # 16-025
138 kV Transmission Line Upgrade
Open Date: November 18, 2015 @ 2:00 p.m.

BID SUMMARY

	L.E. Myers Company	Mesa Line Services	Michels Power	T&D Solutions
Section 1	972,036.35	1,356,142.76	872,837.76	1,065,896.71
Section 2	312,612.45	704,896.54	503,384.38	407,192.30
Section 3	1,193,020.04	1,441,606.17	951,092.73	1,319,303.40
Section 4	1,102,853.34	1,005,900.31	316,237.03	795,242.28
TOTAL	3,580,522.18	4,508,545.78	2,643,551.90	3,587,634.69

Award recommended to L.E. Myers Company

Michels Power withdrew their bid due to material exceptions taken to the specifications.



Legislation Details (With Text)

File #:	16-0006	Version:	1	Name:	Private Laterals Ordinance
Type:	Ordinance	Status:		Status:	Consent Agenda
File created:	1/8/2016	In control:		In control:	City Council Regular
On agenda:	1/28/2016	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding a revision to the code of ordinances, Chapter 11, Utilities, to enable the inspection and repair of private sewer laterals.				
Sponsors:	David Coleman				
Indexes:					
Code sections:					
Attachments:	DRAFT FINAL private lateral sewer lines ord 1.8.16 .pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding a revision to the code of ordinances, Chapter 11, Utilities, to enable the inspection and repair of private sewer laterals.

Relationship to Strategic Goals: Core services and infrastructure

Recommendation: Staff recommends approval.

Summary: The City owns and maintains 341 miles of sewage collection lines, 6,362 sewer manholes, and 12 sewage lift stations that convey wastewater from homes and businesses to the treatment plants. Our collection system is a “separate” type, meaning that it is designed to be sealed and convey only domestic sewage, and that rainwater runoff is conveyed by a separate system. However, no sanitary sewer system is perfect, and some rain water does find its way into the lines, and that flow is referred to as Inflow and Infiltration, or I&I.

As a fairly young city, College Station’s I&I has historically been low, but we have now reached the point where we must address the I&I before it becomes a major problem and causes regulatory violations and potential fines. For example, in 2015, we had two major rain events that caused manholes to overflow, with an estimated volume exceeding 100,000 gallons, which required public notification. These events are not acceptable, and we must take action to eliminate them.

A significant source of I&I is from private sewer service laterals, or yard lines. The typical homeowner has ownership and maintenance responsibility for the sewer line that runs from their home to the City’s sewer main, with ownership switching to the City at the edge of the utility easement. In older parts of the City, where these laterals are constructed of vitreous clay, I&I is a particular problem, since the clay lines are very susceptible to cracking and joints pulling apart.

The purpose of this proposed Ordinance revision is to make it clear that the City has the authority to inspect these private laterals, and if they are in disrepair (a source of I&I), to inform the homeowner

that they must take action to repair or replace the lateral. Since this is a common Municipal practice to avoid regulatory violations, staff recommends approval.

Budget & Financial Summary: No budget impact in FY-16. However, funds specifically for a systematic inspection program for private sewer laterals will be requested in the upcoming 2017 budget process.

Reviewed and Approved by Legal: Yes

Attachment: Ordinance revision

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 11, "UTILITIES", SECTION 11-2 "WATER AND SEWER SERVICES" BY ADDING A NEW SUBSECTION E "PRIVATE LATERAL LINES"; REGULATING THE CONDITION AND OPERATION OF PRIVATE LATERAL LINES; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER.

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

- PART 1: That **Chapter 11, "UTILITIES", Section 11-2, "Water and Sewer Services"** of the Code of Ordinances of the City of College Station, Texas, be amended by adding a new **Subsection E, "Private Lateral Lines"** 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 affect 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 Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not exceeding two thousand dollars (\$2,000.00) for violations. 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:

ATTEST:

Mayor

City Secretary

APPROVED:

City Attorney

EXHIBIT "A"

That Chapter 11, "UTILITIES", Section 11-2, "Water and Sewer Services" of the Code of Ordinances of the City of College Station, Texas, is hereby amended by adding a new subsection E, "Private Lateral Lines" to read in its entirety as follows:

Chapter 11 UTILITIES

. . . .

Section 11-2. Water and Sewer Services.

. . . .

E. Private Lateral Lines.

(1) In this subsection E., the following definitions shall apply:

(a) "Director" means the Director of the City of College Station Water Services Department or his designee.

(b) "Private Lateral" means the segment of privately-owned sanitary sewer line typically located on private property and all related appliances, apparatus and interconnects that in turn ultimately connect to the City's sanitary sewer system.

(2) Owner Maintenance Required. The owner of a Private Lateral must operate, repair and maintain same so as to not detrimentally affect the City's sanitary sewer system nor impair the City's provision of sanitary sewer services. This includes, but is not limited to the following:

(a) Clearing the Private Lateral of obstructions;

(b) Maintaining and operating the Private Lateral so as to prohibit the introduction of extraneous flow, including storm water, or debris into the City's public sanitary sewer system;

(c) Keeping manhole covers and clean out caps in place, secure, and in good repair;

(d) Ensuring there is no discharge from or cause attributable to the condition of the Private Lateral that directly or indirectly obstructs, harms, violates applicable laws and regulations or that otherwise endangers the general public or the integrity of the City's sanitary sewer system;

(3) Right of Entry. In accordance with applicable law, the Director or any duly authorized employees and agents of the City, when bearing proper credentials and identification, may enter properties for the purpose of inspection, observation, measurement, sampling and testing to determine if the Private Lateral is in compliance with the provisions herein.

(4) Repairs. City officials may direct the repair, abatement, removal, disconnection or destruction of all or portions of Private Laterals as they reasonably determine necessary and appropriate to ensure the integrity of the City sanitary sewer system and to ensure

the overall health, safety and welfare of the general public. City officials shall follow applicable law and procedures in enforcing the foregoing.



Legislation Details (With Text)

File #: 16-0008 **Version:** 1 **Name:** Polymer Purchase
Type: Contract **Status:** Consent Agenda
File created: 1/8/2016 **In control:** City Council Regular
On agenda: 1/28/2016 **Final action:**
Title: Presentation, possible action, and discussion regarding an annual purchase agreement for dewatering chemical (polymer) with Fort Bend Services, Inc. not to exceed \$113,500.
Sponsors: David Coleman
Indexes:
Code sections:
Attachments: [Quote.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding an annual purchase agreement for dewatering chemical (polymer) with Fort Bend Services, Inc. not to exceed \$113,500.

Relationship to Strategic Goals: Core services and infrastructure

Recommendation: Staff recommends approval of this annual purchase agreement.

Summary: Polymer is a water treatment chemical that aids in the separation of solids from wastewater. It concentrates the solids in wastewater sludge for efficient treatment, allowing the removal of excess water. Polymer is essential for the efficient and effective operation of the Carters Creek and Lick Creek centrifuge processes for solids removal and disposal.

Staff recommends approval of this agreement to allow purchase of polymer on an as-needed basis from Fort Bend Services, Inc. Pricing is set through the State of Texas term contract for water and wastewater treatment chemicals, contract 885-M1. This contract has been subjected to either the competitive bid or competitive proposal process based on Texas statutes under the Local Government Code Chapter 252.

Budget & Financial Summary: Funds are available in the Wastewater Operations Budget.

Reviewed and Approved by Legal: Yes

Attachment: Quote



Fort Bend Services, Inc.
Water & Waste Treatment Specialists

November 20, 2015

Lisa D Davis, C.P.M
Buyer
Purchasing Division
City of College Station

SUBJECT: POLYMER CONTRACT EXTENSION (TxSmartBuy Contract)

Ms. Davis:

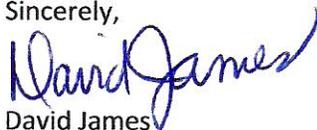
Please accept this letter as an agreement from Fort Bend Services, Inc. to offer and extend to the City of College Station, the current pricing for the polymers used at the City of College Station Wastewater Plants for an additional year through the terms of the State Contract. Under the State Contract, your pricing will be as follows:

FBS 7802	450# DRUMS	\$1.35/LB	\$607.50 PER DRUM
FBS 480C	55# BAGS	\$1.82/LB	\$100.10 PER BAG

TERMS: NET 30 DAYS
F.O.B. : DELIVERED (FREIGHT INCLUDED IN PRICE OF PRODUCT)

We, at Fort Bend Services, Inc., thank you for your continued patronage of our services and products. If you have any questions or concerns, please feel free to call at any time.

Sincerely,



David James
Polymer Sales Manager
Fort Bend Services, Inc.

office: 281.261.5199 ♦ toll free: 800.933.3678 ♦ fax: 281.261.2295

office: 13303 Redfish, Stafford, TX 77477 ♦ mailing: PO Box 1688, Stafford, TX 77497

www.fortbendservices.com



Legislation Details (With Text)

File #: 16-0012 **Version:** 1 **Name:** Cain / Deacon Railroad Crossing Project
Type: Contract **Status:** Consent Agenda
File created: 1/11/2016 **In control:** City Council Regular
On agenda: 1/28/2016 **Final action:**
Title: Presentation, possible action, and discussion on a professional services contract (Contract No. 16300207) with Jones & Carter in the amount of \$171,000 for the professional engineering services related to the preliminary engineering report (PER) for the Cain / Deacon Railroad Crossing 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 a professional services contract (Contract No. 16300207) with Jones & Carter in the amount of \$171,000 for the professional engineering services related to the preliminary engineering report (PER) for the Cain / Deacon Railroad Crossing Project.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: The project includes the roadway extension of Deacon Road to Wellborn Road (FM 2154) and a new Union Pacific railroad crossing. The project also includes the removal of the existing Cain Road railroad crossing. The roadway extensions will be constructed with concrete pavement with curb, underground storm sewer and sidewalks.

Budget & Financial Summary: A total project budget of \$3,775,000 is included for this project in the Streets Capital Improvement Projects Fund.

Attachments:

1. Contract No. 16300207 (on file with the City Secretary's Office)
2. Project Location Map



Legislation Details (With Text)

File #:	16-0013	Version:	1	Name:	Annual Price Agreement Renewal for Cement Stabilized Sand
Type:	Renewal	Status:		Status:	Consent Agenda
File created:	1/11/2016	In control:		In control:	City Council Regular
On agenda:	1/28/2016	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding the renewal of price agreement 15-047 to Brazos Paving, Inc. for the purchase of Cement Stabilized Sand for an amount not to exceed \$163,620.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	City of Bryan Renewal Letter .pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the renewal of price agreement 15-047 to Brazos Paving, Inc. for the purchase of Cement Stabilized Sand for an amount not to exceed \$163,620.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the renewal of price agreement 15-047 with Brazos Paving, Inc.

Summary: In May of 2015, the City of Bryan requested bids (City of Bryan Bid #15-047) for a price agreement for Cement Stabilized Sand. Pricing was requested on a semi-annual and annual basis, and was originally awarded as a semi-annual agreement for \$45,000. At the time of renewal, Brazos Paving requested an 8% price increase, but offered to hold the pricing for 12 months. The new annual pricing will be \$19.71/ton for material picked up by City crews, and \$25.65/ton for materials delivered by the contractor. The amount estimated to be picked up by City of College Station crews for regular and emergency maintenance is 7,000 tons at \$19.71 for \$137,970. The amount estimated to be delivered by contractor crews to the job site would be 1,000 tons at \$25.65 for \$25,650. The total amount would not exceed \$163,620.

Our Interlocal Purchasing Agreement with the City of Bryan allows the City to utilize contracts that have been competitively solicited by either entity. This is Renewal #1 of four allowable renewals.

Budget & Financial Summary: Funds to purchase cement stabilized sand are budgeted and

available in the General Fund within the Operations Budget of the Streets and Drainage Divisions.

Attachments:

1. Renewal letter



January 4, 2016

Brazos Paving
Mr. Billy Prewitt
P O Box 714
Bryan, Texas 77807

RE: 1st Extension of Contract No. 15-047 entitled "Semi-Annual Price Agreement for Cement Stabilized Sand"

Dear Mr. Prewitt:

This letter is to confirm our previous conversation on December 17, 2015 to hold pricing at \$18.25/Ton Picked Up and \$23.75/Ton Delivered to the City of Bryan.

It is our intent to present to City Council our contract extension and 8% rate increase, being \$19.71/Ton Picked Up and \$25.65/Ton Delivered to the City of Bryan, with your firm for a term of 12 months during the January 26, 2016 meeting.

If your company is willing and able to extend Agreement No. 15-047 under the same prices, terms, conditions and provisions as those contained in the original agreement, for an additional 50 days, please complete the following information and return this original within ten (10) days from the date of this notification.

I, Billy Prewitt V.P.
Name Title
Of BPL Materials, LLC
Company Name

agree to extend Agreement No. 15-047 with the City of Bryan, under the same prices, terms, conditions and provisions as those contained in the original agreement, for a period of fifty (50) days beginning December 11, 2015 and expiring January 29, 2016 upon approval of the City Manager. This letter will also serve as the first contract extension; once approved by City Council.

Signed By: Billy Prewitt

Date 1/4/16

Melanie Figerina
Melanie Figerina, Buyer
City of Bryan - Purchasing Department



Legislation Details (With Text)

File #: 16-0014 **Version:** 1 **Name:** Wolf Pen Creek Erosion Control Phase II
Type: Contract **Status:** Consent Agenda
File created: 1/11/2016 **In control:** City Council Regular
On agenda: 1/28/2016 **Final action:**

Title: Presentation, possible action, and discussion regarding approval of a construction contract (Contract No. 16300114) between the City of College Station and JHW, Inc. in the amount of \$256,191.50 for the construction of Wolf Pen Creek Erosion Control Phase II and authorizing the City Manager to execute the contract on behalf of the City Council.

Sponsors: Donald Harmon

Indexes:

Code sections:

Attachments: [WPC Phase 2 Location Map.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of a construction contract (Contract No. 16300114) between the City of College Station and JHW, Inc. in the amount of \$256,191.50 for the construction of Wolf Pen Creek Erosion Control Phase II and authorizing the City Manager to execute the contract on behalf of the City Council.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: This project will reroute a section of the existing concrete trail in Wolf Pen Creek near the Holleman and Dartmouth intersection to fall outside of an 85-foot setback zone determined by the consultant during the study phase of the project. The construction phase includes the demolition of a concrete trail and wooden pedestrian bridge, rerouting concrete trail, installation of concrete culvert, and the rerouting of conduit and lighting for the new section of trail.

Budget & Financial Summary: Budget in the amount of \$430,000 is included for this project in the Drainage Fund. Funds in the amount of \$179,114 have been expended or committed to date, leaving a balance of \$250,886 for construction. As the construction contracts exceeds the funds available, additional budget will be transferred from the Minor Drainage Improvements project to offset the overage.

Reviewed and Approved by Legal: Yes

Attachments:

1. Contract No. 16300114 (on file with the City Secretary's Office)
2. Project Location Map



Wolf Pen Creek Erosion Control Phase II



Legislation Details (With Text)

File #: 16-0015 **Version:** 1 **Name:** Brazos County ILA - Greens Prairie Trail Project
Type: Agreement **Status:** Consent Agenda
File created: 1/11/2016 **In control:** City Council Regular
On agenda: 1/28/2016 **Final action:**
Title: Presentation, possible action, and discussion regarding an Interlocal Agreement between the City of College Station and Brazos County related to the Greens Prairie Trail project.
Sponsors: Donald Harmon
Indexes:
Code sections:
Attachments: [Greens Prairie ILA.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding an Interlocal Agreement between the City of College Station and Brazos County related to the Greens Prairie Trail project.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

Recommendation(s): Staff recommends approval of the Interlocal Agreement.

Summary: Council approved Resolution No. 08-2-15-2d on August, 27th, 2015, consenting to allow Brazos County to expend County funds to finance the construction of an extension of Greens Prairie Trail within College Station city limits, from its intersection within FM 2154, west to the City limits. This Interlocal agreement further defines the responsibilities of the County and City.

Budget & Financial Summary: This item has no budget impacts.

Legal Review: Yes.

Attachments:

1. Interlocal Agreement

INTERLOCAL AGREEMENT BETWEEN CITY OF COLLEGE STATION AND BRAZOS COUNTY

THIS INTERLOCAL AGREEMENT (“**Agreement**”) is hereby made and entered into by and between the CITY OF COLLEGE STATION, TEXAS, a Texas Home Rule Municipal Corporation (hereinafter "**College Station**"), and BRAZOS COUNTY, TEXAS (hereinafter "**County**"), a political subdivision of the State of Texas, each acting by and through its duly authorized agents (referred to collectively as the "**Parties**").

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

WHEREAS, on October 23, 2014, Union Pacific Railroad (“**UPRR**”) officials met local officials including Brazos County and College Station officials, as well as residents, to discuss UPRR’s plans to close two existing railroad crossings located at Straub Road and Wade Road in College Station and the Railroad’s plans to construct a new railroad crossing at Greens Prairie Trail; and

WHEREAS, on December 8, 2014 and December 11, 2014, Brazos County officials met with residents at public meetings to further discuss UPRR’s plans and Brazos County roadway plans involving closures of Straub Road and Wade Road and construction of a new road along Greens Prairie Trail from I&GN Road to FM 2154; and

WHEREAS, on January 13, 2015, the Brazos County Commissioners Court agreed to execute an agreement with UPRR for closure of the Wade Road and Straub Road crossings (Railroad Milepost 64.66 and 65.31, Navasota Subdivision, County of Brazos, State of Texas); and

WHEREAS, the Brazos County Commissioners Court further announced plans to acquire right-of-way and construct an extension of a county road to extend from the intersection of FM 2154 and Greens Prairie Trail for approximately 868 feet to I&GN Road; and

WHEREAS, on January 29, 2015 City of College Station provided Notice of Annexation Proceedings to Enlarge and Extend Boundary Limits to include the proposed rail crossing at Greens Prairie Trail west of FM 2154; and

WHEREAS, on April 9, 2015, the City of College Station annexed 233 acres of land including that portion of FM 2154 located at its intersection with Greens Prairie Trail; and

WHEREAS, such annexation now requires Brazos County to construct a portion of the above-referenced extension within the College Station city limits; and

WHEREAS, TEXAS TRANSPORTATION CODE, Section 251.012, requires the consent of the City Council of the City of College Station, Texas, in order for the Brazos County Commissioners Court to expend county funds to finance the construction of that portion of the above-referenced street extension that is located within College Station city limits; and

WHEREAS, the City of College Station's City Council approved Resolution No. 08-2-15-2d on August, 27th, 2015, consenting to allow Brazos County to expend County funds to finance the construction of an extension of Greens Prairie Trail within College Station city limits, from its intersection within FM 2154, west to the City limits ("**Property**");

NOW, THEREFORE IN CONSIDERATION of the recitals and mutual covenants made herein by the parties hereby mutually agree as follows:

**ARTICLE I
RESPONSIBILITIES OF PARTIES**

1.1 County will provide the following on the Property; temporary traffic signal installation, grading, drainage, flexible base/asphalt pavement, rigid base/concrete pavement, pavement markings and appropriate signage.

1.2 College Station agrees to timely cooperate with the County and any contractors in all matters related to the improvement of the Property.

**ARTICLE II
MISCELLANEOUS TERMS**

2.1 Interlocal Cooperation Act. The Parties expressly acknowledge that each Party to this Agreement is a local government as that term is defined in the Interlocal Cooperation Act. Nothing in this Agreement will be construed as a waiver or relinquishment by either Party of its right to claim such exemptions, privileges, and immunities as may be provided by the Constitution and the Laws of the State of Texas.

2.2 Amendment. The terms and conditions of this Agreement may be amended upon mutual consent of all Parties. Mutual consent will be demonstrated by approval of each governing body of each Party hereto. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing, duly approved and signed by the authorized representatives of both Parties.

2.3 Termination. This Agreement may be terminated for cause upon sixty (60) days advance written notice by either Party after providing written notice and giving the other Party an opportunity to cure any alleged breach.

2.4 Public Information Coordination. Public disclosure of information and related activities conducted under this Agreement may be required pursuant to the Freedom of Information Act and the Texas Public Information Act.

2.5 Hold Harmless. To the extent permitted by the Constitution and the laws of the State of Texas and subject to the limitations as to liability and damages in the Texas Tort Claims Act and without waiving its governmental immunity, each party agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused or asserted to have been caused directly or

indirectly by any other party to this Agreement or any of its officers, agents or employees, or as the result of its performance under this Agreement.

2.6 Invalidity. If any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties shall use their best efforts to replace the respective provision or provisions of the Agreement with legal terms and conditions approximating the original intent of the Parties.

2.7 Notice. Any official notices by one Party to another must be in writing and be personally delivered or sent by registered or certified United States Mail, properly addressed to the respective Parties as stated below. Any other day to day communication by the Parties' staff may be by any other means of sufficient communication.

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

Brazos County
200 S. Texas Ave. Suite 332
Bryan, Texas 77803
Attn: County Judge

2.8 Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the Parties relating to the subject matter of this Agreement. No oral understandings, statements, promises, or inducements contrary to the terms of this agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any Party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

2.9 Texas Law. This Agreement has been made under and shall be governed by the laws of the State of Texas.

2.10 Venue. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

2.11 Authority to Contract. Each party has the full power and authority to enter into and perform this Agreement and the person signing this agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. The persons executing this agreement hereby represent that they have authorization to sign on behalf of their respective governmental bodies.

2.12 Waiver. Failure of any Party, at any time, to enforce the provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this agreement, any part hereof, or the right of either Party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the Party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

2.13 Multiple Originals. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

NOW THEREFORE, this Agreement is made and entered into by and between the City of College Station and Brazos County. This Agreement shall be effective when signed by the last party signing which makes the Agreement fully executed.

CITY OF COLLEGE STATION

BRAZOS COUNTY

By: _____
Nancy Berry, Mayor
Date: _____

By: _____
Duane Peters, County Judge
Date: _____

ATTEST:

ATTEST:

City Secretary
Date: _____

Karen McQueen, County Clerk
Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

City Attorney
Date: _____

Bill Ballard, Civil Counsel
Date: _____

APPROVED

City Manager
Date: _____

Chief Financial Officer
Date: _____



Legislation Details (With Text)

File #: 16-0018 **Version:** 1 **Name:** Auto Parts
Type: Presentation **Status:** Consent Agenda
File created: 1/11/2016 **In control:** City Council Regular
On agenda: 1/28/2016 **Final action:**
Title: Presentation, possible action, and discussion on approving an annual blanket purchase order for the purchase of auto parts, shop equipment and services from NAPA Auto Parts (College Station, TX) through the Purchasing Solutions Alliance (PSA) contract for the amount of \$95,000.
Sponsors: Jeff Kersten
Indexes:
Code sections:
Attachments: [Auto Parts-PSA Contract Info.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on approving an annual blanket purchase order for the purchase of auto parts, shop equipment and services from NAPA Auto Parts (College Station, TX) through the Purchasing Solutions Alliance (PSA) contract for the amount of \$95,000.

Relationship to Strategic Goals: (Select all that apply)

1. Financially Sustainable City

Recommendation(s): Staff recommends approval of an annual blanket purchase order to purchase various auto parts, shop equipment and related services from NAPA Auto Parts through the Purchasing Solutions Alliance (PSA) contract (#14-102). The estimated annual expenditure of \$95,000.00 is based on the average amount spent on automotive and truck parts since January 2015 and the anticipated needs for existing vehicles and new vehicles being added to inventory this fiscal year.

Summary: NAPA Auto Parts is the local (College Station, TX) PSA contract dealer for auto parts, shop equipment and services. PSA is a purchasing cooperative for public agencies. All products and services available for purchase through PSA contracts have been competitively bid and awarded and satisfy any State law requirements relating to competitive bids or proposals. Contingent upon Council approval, a blanket purchase order will be issued for the term of January 29, 2016 through January 28, 2017.

Budget & Financial Summary: Purchases of auto parts are made through an inventory account as budgeted and available in the Fleet Maintenance Funds. Charges are made to the various departments for vehicle maintenance based on the average annual cost for each piece of equipment.

Reviewed and Approved by Legal: N/A

Attachments: Summary of PSA Contract #14-102



> [Purchasing Solutions Alliance](#)

[PSA Home](#) | [About PSA](#) | [News](#) | [Membership](#) | [Vendor Info](#) | [Active Solicitations](#) | [Cooperative Contracts](#) | [Contact PSA](#) | [FAQs](#)



PSA Contract No. 14-102

Automotive Parts, Related Products, Services and Solutions



CONTRACT DETAILS

Contract

Automotive Replacement Parts, Accessories, Shop and Service Equipment, NAPA Training Programs (ASE Test Preparation Courses, Technician and Shop Management Training, Service Writer Training, and Parts Department Training), NAPA Integrated Business Solutions (on-site vendor managed inventory), and NAPA AutoCare Centers Program.

Contract Term

03.19.2015 through 03.18.2017. Three – 1 year Extensions Available.

Orders

PSA member entities (End Users) may place orders directed through their local NAPA store via walk-in visit, telephone, facsimile, e-mail, NAPA Pro-Link online ordering system (www.napaprolink.com) or electronic procurement integration (EDI or XML). PSA member entities are granted access to Pro-Link by contacting the NAPA representative listed below or their NAPA store/location.

Vendor Contact Info

Genuine Parts Company (d.b.a. NAPA Auto Parts)

Kimberly Eason, Major Accounts Manager

Phone: (770) 818-4609

Email: Kimberly_eason@genpt.com

Pricing

Discounts from NAPA's Nationally Published Electronic Internet Price List. Reference PSA Contract 14-102 to the NAPA store your entity orders through; NAPA Major Account No. 342 and NAPA Pricing Profile should be set at 9075. The contract pricing discount schedule is available upon request.

Delivery

F.O.B. to customer's destination, full freight allowed/prepaid for most orders, unless product is a special order item or out of stock merchandise that may have an additional freight charge if the End User decides to expedite the order.

"Just In Time" or "Hot Shot" deliveries within 5 miles of a local NAPA store are made within 1 hour of the time order is received and during normal business hours for in-stock merchandise.

For a special order item that is available at the store's facing NAPA Distribution Center, delivery is generally available within 24 hours. If the product is not available at the local NAPA store nor the store's facing Distribution Center, the store or Distribution Center has the ability to check other surrounding NAPA stores, all 62 NAPA Distribution Centers and/or at NAPA's manufacturers for availability of the product. At that point, delivery time will vary depending on where the item is being sourced.

Quick Links

**Become a PSA Member
for FREE!**

Interested Vendors
click here for more
information.

Interested Agencies
click here for more
information.

Search BVCOG



Returns

NAPA will accept back any undamaged, unused normally stocked product whose packaging is in good "sellable" condition allowing that product to be re-stocked and re-inventoried. Credits will be issued to the End User immediately upon returning the product. Some special order items could be subject to restocking fees. End Users should thoroughly review any special orders with their servicing NAPA store.

For any damaged or defective products, a new item will be supplied in its place immediately upon return of the product. Should a problem arise from an incorrect product order or damaged goods, whether it be human error or a cataloging issue the problem will be identified and a solution provided to the PSA End User. Problem resolution will start at the NAPA store and include the PSA End User in that process from the beginning. All problem resolution, regardless of issue will be attempted to be resolved through the NAPA store. If however that is not possible, normal protocols have been established to escalate issues to the store's facing NAPA Distribution Center, then to Divisional or NAPA Corporate personnel, or the NAPA Manufacturer, depending on the issue itself.

Customer Support

The first line of customer service is at the local NAPA store. Company owned stores are generally open Monday-Friday from 7 a.m. to 7 p.m., on Saturdays from 8 a.m. to 6 p.m. and Sundays from 9 a.m. to 5 p.m. Independently owned NAPA stores determine their own hours based upon local market conditions.

In addition to support from your local NAPA store, customer service and technical support is also available online (Hours: 8 a.m. to 8 p.m. Eastern Time, Monday – Friday; 8 a.m. to 5:30 p.m., Saturday.), by phone at 1-800-538-6272 (Hours: 8 a.m. to 5 p.m. Eastern Time, Monday – Friday) and through email at customersupport@napaonline.com (24 hours a day).

Products/Services

NAPA distributes approximately 500,000 replacement parts for substantially all motor vehicle makes and models in service in the United States, including imported vehicles, trucks, SUVs, buses, motorcycles, recreational vehicles and farm vehicles. In addition, NAPA distributes replacement parts for small engines, farm equipment and heavy duty equipment.

NAPA's inventories also include accessory items for such vehicles and equipment, and supply items used by a wide variety of End Users in the automotive aftermarket, such as repair shops, service stations, fleet operators, automobile and truck dealers, leasing companies, bus and truck lines, mass merchandisers, farms, industrial concerns and individuals who perform their own maintenance and parts installation. NAPA will distribute any part to a PSA End User that is a current customer in NAPA's system, or any part that an End User requests NAPA to obtain that NAPA would source locally at a competitive price and resell to a PSA End User with applicable contract discount or cost plus %.

BVCOG Affiliates



Legislation Details (With Text)

File #: 16-0019 **Version:** 1 **Name:** Fleet Oils & Lubricants
Type: Presentation **Status:** Consent Agenda
File created: 1/11/2016 **In control:** City Council Regular
On agenda: 1/28/2016 **Final action:**
Title: Presentation, possible action, and discussion on renewing the annual price agreement for the purchase of fleet oils and lubricants, to Kolkhorst Petroleum Co., Inc. for the annual not-to-exceed amount of \$86,000. (Bid No. 15-019)
Sponsors: Jeff Kersten
Indexes:
Code sections:
Attachments: [Bid 15-019 Fleet Oil & Lubricants Ren1-signed.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on renewing the annual price agreement for the purchase of fleet oils and lubricants, to Kolkhorst Petroleum Co., Inc. for the annual not-to-exceed amount of \$86,000. (Bid No. 15-019)

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

Recommendation(s): Staff recommends approval of the renewal agreement with Kolkhorst Petroleum Co., Inc. for the annual not-to-exceed amount of \$86,000.00. This is the first of two (2) renewal options available.

Summary: Competitive sealed bids were solicited and opened on December 15, 2014. Seven (7) bids were received and upon tabulating and evaluating the bids, it was determined that Kolkhorst Petroleum Co., Inc. offered the best value meeting specifications. Kolkhorst Petroleum Co., Inc. has performed satisfactorily over the past year and has agreed to renew the price agreement without a request to increase the original 2014 bid prices.

Budget & Financial Summary: Funds are budgeted and available in the Fleet Maintenance fund. Fleet purchases are maintained in inventory and expensed to departments as needed.

Reviewed and Approved by Legal: N/A

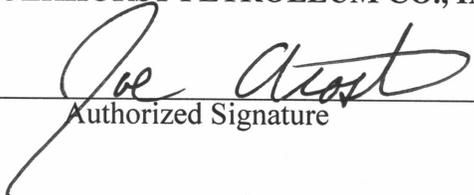
Attachments: Renewal Acceptance Form

RENEWAL (1) ACCEPTANCE

By signing herewith, I acknowledge and agree to renew the annual price agreement for Fleet Oil and Lubricants (Bid No. 15-019) and all other terms and conditions previously agreed to and accepted for an amount not-to-exceed Eighty-Six Thousand and No/100 Dollars (\$86,000.00).

I understand this renewal agreement will be for the period beginning January 22, 2016 through January 21, 2017. This is the first of two renewal options.

KOLKHORST PETROLEUM CO., INC.



Authorized Signature



DATE



January 6, 2016

Kolkhorst Petroleum Co., Inc.
Attn: Joe Acosta
PO Box 410
Navasota, TX 77868

**RE: Renewal 1 – Bid No. 15-019
Annual Price Agreement for Fleet Oil & Lubricants**

Dear Mr. Acosta:

The City of College Station appreciates the services provided by Kolkhorst Petroleum Co., Inc. this past year. We would like to exercise our option to renew the referenced price agreement for an amount not to exceed Eighty-Six Thousand and No/100 Dollars (\$86,000.00) for the term of January 22, 2016 through January 21, 2017. This is the first of two renewal options.

If this meets with your company's approval, please complete the following renewal agreement and return it via e-mail to ldavis@cstx.gov or via fax (979-764-3899). ***Please follow up by mailing the original to the following address:***

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

Sincerely,

Lisa D. Davis, CPM
Buyer

Attachment

PO Box 9960
1101 Texas Avenue
College Station, TX 77842

www.cstx.gov



Legislation Details (With Text)

File #: 16-0020 **Version:** 1 **Name:** Tires
Type: Presentation **Status:** Consent Agenda
File created: 1/11/2016 **In control:** City Council Regular
On agenda: 1/28/2016 **Final action:**
Title: Presentation, possible action, and discussion on approving annual tire purchases and retread services from Southern Tire Mart, LLC through the BuyBoard Purchasing Cooperative (Contract 140-14) in the annual not-to-exceed amount of \$210,000.
Sponsors: Jeff Kersten
Indexes:
Code sections:
Attachments: [Tires - BuyBoard Contract Info.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on approving annual tire purchases and retread services from Southern Tire Mart, LLC through the BuyBoard Purchasing Cooperative (Contract 140-14) in the annual not-to-exceed amount of \$210,000.

Relationship to Strategic Goals:

1. Financially Sustainable City

Recommendation(s): Staff recommends approval to purchase new tires and retread services from Southern Tire Mart, LLC through the BuyBoard Purchasing Cooperative contract. The estimated annual expenditure of \$210,000.00 is based on the average amount spent on new tires and retread services since January 2015 and the anticipated needs for existing vehicles and new vehicles being added to inventory this fiscal year. Estimated annual expenditures are \$180,000.00 for the purchase of new tires and \$30,000.00 for retread services.

Summary: Southern Tire Mart, LLC is BuyBoard’s contractor for the sale of new tires and retread services. BuyBoard is a purchasing cooperative for public agencies. All products and services available for purchase through BuyBoard contracts have been competitively bid and awarded. Purchasing products and services via BuyBoard contracts satisfies any requirement of State law relating to competitive bids or proposals. Contingent upon Council approval a blanket contract will be issued to Southern Tire Mart, LLC for the term of January 29, 2016 through January 28, 2017.

Budget & Financial Summary: Funds are available and budgeted in the Fleet Maintenance fund which is funded by all other departments.

Reviewed and Approved by Legal: N/A

Attachments: Summary of BuyBoard Contract 470-14



Vendor Contract Information

[Back](#)

Search:

- All
 Vendor Discounts Only
 Catalog Pricing Only

Refine Your Search:

Vendors

Southern Tire Mart LLC[X]

Price Range

Show all prices

Category

None Selected

Contract

None selected

Additional Searches:

[Search by Vendor](#)
[Browse Contracts](#)
[Instructional Materials](#)
[Additional Resources](#)

Vendor Name: Southern Tire Mart LLC
Address: 529 Industrial Park Road
 Columbia, MS 39429
Phone Number: (877) 786-4681
Alternate Phone Number: (601) 410-4762
Email: rconwill@stmtires.com
Federal ID: 06-1689011
Contact: Richard Conwill
Accepts RFQs: Yes
Minority Owned Vendor: No
Women Owned Vendor: No
Contract Name: Tires, Tubes and Automotive Parts, Supplies and Equipment
Contract#: 470-14
Effective Date: 12/01/2014
Expiration Date: 11/30/2017
Payment Terms: Net 30 days
Delivery Days: 7
Shipping Terms: Pre-paid and added to invoice
Freight Terms: FOB Destination
Ship Via: Company Truck
Region Served: All Texas Regions
States Served: Arkansas, Florida, Georgia, Louisiana, Mississippi, Nevada, Oklahoma, Tennessee, Texa
Quote Reference Number: 470-14
Return Policy: See attached.
Additional Dealers: See Extended Exceptions for dealer list.

0% - 45% discount off tires and tubes of various manufacturers: Michelin, BFGoodrich, Uniroyal, Firestone and Bridgestone.

Contract Documents

Proposal Documents: [Click to view BuyBoard Proposal Documents](#)
Extended Exceptions: [Click to view Extended Contract Exceptions](#)
Regulatory Notice: [Click to view Bonding Regulatory Notice](#)
Construction Services Advisory: [Click to view the Construction Related Goods and Services Advisory](#)

Contact us 800-695-2919



Legislation Details (With Text)

File #:	16-0033	Version:	1	Name:	Sahara Realty Group, Ltd. Economic Development Fund Dispersal
Type:	Agreement	Status:			Consent Agenda
File created:	1/13/2016	In control:			City Council Regular
On agenda:	1/28/2016	Final action:			
Title:	Presentation, possible action, and discussion authorizing the payment of Economic Development Funds in a total amount of \$304,253.04 to Sahara Realty Group, Ltd. for performance in compliance with the approved Economic Development, Drainage and Corridor Beautification Participation Agreement.				
Sponsors:	Natalie Ruiz				
Indexes:					
Code sections:					
Attachments:	Background Letter Requesting Fund Dispersal First Amendment - Economic Development, Drainage, and Corridor Beautification Participation				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion authorizing the payment of Economic Development Funds in a total amount of \$304,253.04 to Sahara Realty Group, Ltd. for performance in compliance with the approved Economic Development, Drainage and Corridor Beautification Participation Agreement.

Relationship to Strategic Goals:

- Diverse Growing Economy

Recommendation: Staff recommends approval of a \$304,253.04 payment to Sahara Realty Group, Ltd. for performance in compliance with the approved Economic Development, Drainage and Corridor Beautification Participation Agreement between the City of College Station and Sahara Realty Group, Ltd.

Summary: On October 19, 2009 (effective May 16, 2011), the City Council approved an amendment to the original Economic Development, Drainage and Corridor Beautification Participation Agreement with Sahara Realty Group, Ltd. allowing the developer until December 31, 2015 to obtain the appropriate permits and certificates for the remaining development phases of University Town Center, located in the 900 block of University Drive East. Sahara Development Group, Ltd. has complied with the requirements of the Agreement. This represents the final payment under the Agreement in the amount of \$304,253.04 for Phases 2 and 3.

Budget & Financial Summary: Funding in the amount of \$304,253.04 is budgeted and available in the City's Economic Development Fund.

Attachments:

- Background Information
- Letter requesting fund dispersal
- First Amendment - Economic Development, Drainage and Corridor Beautification Participation Agreement (2011)

(A copy of the original development agreement is available for public review in the City Secretary's Office)

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Background

The City entered into a single *Economic Development, Drainage, and Corridor Beautification Participation Agreement* (Agreement) with Sahara Realty Group and David Scarmardo (Developer) on November 4, 2005. The Agreement is for the 17.73 acre development located on University Drive, across from the Hilton Hotel, known as University Town Center (Development). This three-phase development includes retail shops and restaurants around a common water feature with outdoor facilities (i.e. landscaping, amenities, and seating).

The City committed to offering \$771,379.56 in financial incentives for the development; \$561,379.56 towards *Economic and Beautification Participation*, and \$210,000 towards *Drainage Participation*. Both the City and Developer also agreed to share the cost of installation for a traffic signal at the primary entrance of the Development.

To date, the City has installed the traffic signal and provided the \$210,000 in oversize participation for the existing retention facility. Furthermore, per the Agreement the City has paid the Developer \$187,126.52 for obtaining building permits for Phase I by January 31, 2007. Phase I includes at least 46,900 SF of retail/restaurant and a capital investment of \$8,000,000.

The Developer originally had until January 31, 2008 to obtain a building permit for Phase II and a Certificate of Completion for Phase I to receive a second payment of \$187,126.52. The Developer then had until January 31, 2009 to obtain a building permit for Phase III to receive a payment of \$117,126.52. The Developer finally had until December 31, 2015 to obtain a Certificate of Occupancy for Phase I and Certificates of Completion for Phases 2 and 3 to receive a payment of \$70,000. The term of the Agreement was through December 31, 2015.

On October 19, 2009 the City Council approved an amendment to the original Agreement allowing the Developer until December 31, 2015 to obtain the appropriate permits and certificates for the remaining phases due to a softening economy. City Council approval was contingent upon the Developer first signing the amendment. The Developer did not sign the amendment until April 19, 2011. As a result, the Mayor was then advised to sign the amendment and did so on May 16, 2011.

THE ELLISON FIRM

ATTORNEYS AT LAW

302 HOLLEMAN DRIVE EAST, SUITE 76
COLLEGE STATION, TEXAS 77840-7000

CHARLES A. (CHUCK) ELLISON
AMY L. CLOUGH**
BRADLEY T. SHARPE**
JEFFREY C. HARRIS*
SARAH S. BRIEDEN, CPA
GERRY M. BROWN**

MAILING ADDRESS
P.O. BOX 10103
COLLEGE STATION, TEXAS 77842-0103

TELEPHONE: (979) 696-9889
FACSIMILE: (979) 693-8819

*Board Certified – Estate Planning and Probate Law
**Board Certified – Commercial Real Estate Law

January 7, 2016

City of College Station
ATTN: ECONOMIC DEVELOPMENT DIRECTOR
P. O. Box 9960
College Station, TX 77842-9960

Re: Economic Development, Drainage and Corridor Beautification Participation Agreement between The City of College Station and Sahara Realty Group, Ltd. dated November 4, 2005, as amended by First Amendment to Economic Development, Drainage and Corridor Beautification Participation Agreement between The City of College Station and Sahara Realty Group, Ltd. dated May 16, 2011 (collectively referred to as the "Agreement")

Dear Natalie:

Please allow this letter to serve as the request of Sahara Realty Group, Ltd. for final payment under the Agreement in the amount of \$304,253.04 representing full payment for Phases 2 and 3. Sahara Realty Group, Ltd. has complied with the requirements of the Agreement. If you have any questions or comments, please feel free to contact me.

Very truly yours,



Charles A. Ellison

CAE:bg

cc: City of College Station
ATTN: CITY ATTORNEY
1101 Texas Avenue
College Station, TX 77842

Sahara Realty Group, Ltd.

VIA EMAIL

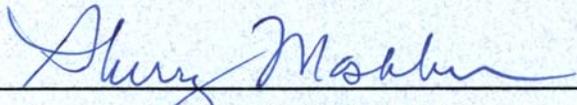
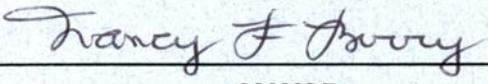
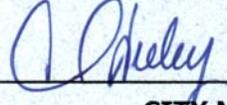
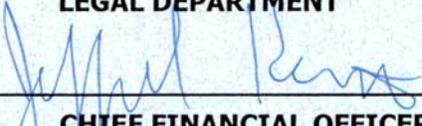
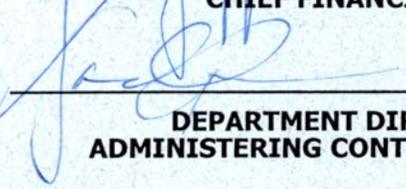
ROUTING SHEET

CONTRACTS & OTHER AGREEMENTS

(These Documents Require Council Approval)

2 Originals sent to Fiscal on 5/17/11
 1 Original sent to CSO on 5/17/11
 Scanned into Laserfiche on 5/17/11
 ___ Original/Copy to Dept on _____

Contract No.: <u>06-032M</u>	Project No.: _____
Project Name: <u>First Amendment to the Economic Development, Drainage and Corridor Beautification Participation Agreement Between the City of College Station and Sahara Realty Group, LTD</u>	
Name of Contractor: <u>Sahara Realty Group, LTD.</u>	
Contract Description: <u>The original agreement, executed in 2005, pertains to the development of University Town Center. Section 2.1.5 of the agreement required, in part, that Sahara Realty was to obtain building permits for Phase 2 of the development by January 31, 2008 and permits for Phase 3 by January 31, 2009 in order to receive payments of \$187,126.52 and \$117,126.52 respectively. Given the current softening of the local, state and national economy and in light of the developer's demonstrable efforts to abide by all of the other performance criteria as identified in the agreement, Sahara Realty has proposed the attached amendment. This amendment will allow the developer until December 31, 2015, to secure building permits for the remaining phases of the development as identified in the agreement.</u>	
CRC Approval Date (if required): _____	Department Representative/Extension
Council Approval Date (if required): <u>10/19/2009</u>	David Gwin Ext 3778
Agenda Item No.: <u>3r</u>	
Finance Review Required: Insurance Certificates: <u>BSF</u> Performance Bond: <u>N/A</u> Payment Bond: <u>N/A</u> <i>(person reviewing, please initial if approved)</i>	
Comments: <u>The signed amendment was received by the developer on April 21, 2011.</u>	

<u></u>	<u>5-16-11</u>
CITY SECRETARY	DATE
<u></u>	<u>5-16-11</u>
MAYOR	DATE
<u></u>	<u>5-12-11</u>
CITY MANAGER	DATE
<u></u>	<u>6/28/11</u>
LEGAL DEPARTMENT	DATE
<u></u>	<u>4-26-11</u>
CHIEF FINANCIAL OFFICER	DATE
<u></u>	<u>4/28/11</u>
DEPARTMENT DIRECTOR/ ADMINISTERING CONTRACT DIRECTOR	DATE

FIRST AMENDMENT TO ECONOMIC DEVELOPMENT, DRAINAGE AND
CORRIDOR BEAUTIFICATION PARTICIPATION AGREEMENT BETWEEN
THE CITY OF COLLEGE STATION AND SAHARA REALTY GROUP, LTD.

This is the First Amendment (this "Amendment") to the Economic Development, Drainage and Corridor Beautification Participation Agreement, dated effective November 4, 2005, between the City of College Station, Texas (the "CITY") and Sahara Realty Group, Ltd. (the "DEVELOPER") (the "Agreement"). The City and the Developer agree to amend and modify the Agreement as herein provided. The following terms and conditions shall control insofar as they may be inconsistent with or in addition to the terms of the Agreement. Capitalized or other terms in this Amendment shall have the same meanings ascribed to those terms in the Agreement.

I.

Section 2.1.5 of the Agreement is deleted and restated as follows:

"2.1.5. DEVELOPER is eligible to receive CITY's participation payments in the amounts and according to the schedule detailed in this Section 2.1.5. To receive the first payment, DEVELOPER must submit (i) engineering plans and specifications for the Detention Facility as depicted in Exhibits "A" and "B"; and (ii) an engineer's estimate of cost of construction of the Detention Facility in an amount equal to or greater than \$1,000,000. CITY will issue a check to DEVELOPER within twenty (20) business days after DEVELOPER's submittal of the request for the payment meeting the requirements set out herein. To receive the January 31, 2007 payment of \$187,126.52, DEVELOPER must have obtained building permits on Phase I in accordance with Exhibits "B", "C", and "D". To receive the December 31, 2015 payment of \$187,126.52, DEVELOPER must have obtained a building permit for Phase II in accordance with Exhibits B, C, and D and a Certificate of Completion for Phase I on or before December 31, 2015. To receive the payment of \$117,126.52, DEVELOPER must have received a building permit for Phase III in accordance with Exhibits B, C, and D on or before December 31, 2015.

- a. \$210,000 on or by January 31, 2006
- b. \$187,126.52 on or by January 31, 2007
- c. \$187,126.52 on or by December 31, 2015
- d. \$117,126.52 on or by December 31, 2015

Upon receipt of the certificates of completion for all buildings in Phases II and III, City shall make final payment of \$70,000.00.

II.

All other terms and conditions of the original Agreement shall remain unchanged and in full force and effect.

[Signatures on following page]

SAHARA REALTY GROUP LTD.
By: *David W. Scarmardo*
Capital Realty Partners LL.C.
David W. Scarmardo, Manager
Date: 4-19-2011

CITY OF COLLEGE STATION
By: *Tracy F. Frey*
Mayor
Date: 5-16-11

ATTEST:
Sherry Mashburn
City Secretary
Date: 5-16-11

APPROVED:
[Signature]
City Manager
Date: 5-12-11

[Signature]
Chief Financial Officer
Date: 5-26-11

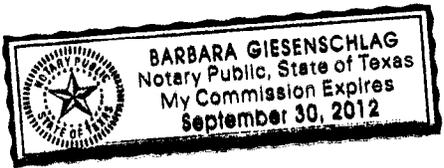
Carla A. Robinson
City Attorney
Date: 04/28/11

THE STATE OF TEXAS
COUNTY OF BRAZOS

§
§
§

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me on the 19th day of April, 2011, by DAVID W. SCARMARDO, Authorized Member of CAPITAL REALTY MANAGEMENT, L.L.C., a Texas limited liability company, General Partner of SAHARA REALTY GROUP, LTD., a Texas limited partnership, on behalf of said partnership.



Barbara Giesenschlag
Notary Public in and for the
State of Texas

THE STATE OF TEXAS §

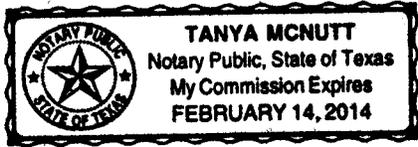
COUNTY OF BRAZOS §
 §

ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared NANCY BERRY, as Mayor of the CITY OF COLLEGE STATION, a Texas home rule municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 16th of May
_____, 2011.


Notary Public in and for the
State of Texas



Mayor
Ben White
Mayor Pro Tem
David Ruesink
City Manager
Glenn Brown



Councilmembers
John Crompton
James Massey
Dennis Maloney
Katy-Marie Lyles
Lawrence Stewart

Minutes
City Council Workshop & Regular Meeting
Monday, October 19, 2009 at 12:00 p.m.
City Hall Council Chambers, 1101 Texas Avenue
College Station, Texas

COUNCIL PRESENT: Mayor Ben White, Mayor Pro Tem Ruesink, Council members Crompton, Massey, Maloney, Lyles, Stewart

STAFF PRESENT: City Manager Brown, Assistant City Manager Merrill, Assistant City Manager Neeley, City Attorney Cargill Jr., City Secretary Hooks, Deputy City Secretary McNutt, Management Team

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

Mayor White called the meeting to order at 12:00 pm with all Council members present. Mayor White led the audience in the Pledge of Allegiance and provided the invocation.

2. **Hear Visitors.**

Daniel Dick, liaison from TAMU Student Senate reported on the progress of involvement with the City as a non-voting member on the City Council.

3. **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.**

- a. Approved minutes for City Council Workshop and Regular meeting, September 24, 2009.
- b. Approved budget of the George Bush Presidential Library Foundation and funding agreement between the City of College Station and the George Bush Presidential Library Foundation for FY10 in the amount of \$50,000.
- c. Approved **Resolution No. 10-19-09-3c** stating that the City Council has reviewed and approved the City's Investment Policy, Broker-Dealer List and Investment Strategy.
- d. Approved funding agreement between the City of College Station and the Keep Brazos Beautiful for FY10 in the amount of \$60,240.

City Council Minutes
Monday, October 19, 2009

- e. Approved Master Cash Management Service Agreement with the City's bank depository, Citibank Texas, N.A.
- f. Approved **Resolution No. 10-19-09-3f** authorizing expenditures for the Brazos Animal Shelter in the amount of \$71,214.
- g. Approved changes to the City's Homebuyer Down-Payment Assistance Program (DAP) Guidelines.
- h. Approved **Resolution No. 10-19-09-3h** awarding contract 09-306 to HDR Engineering Inc in the amount of \$209,500 for a Wastewater Collection System Planning Evaluation.
- i. Approved change order to the Design Contract 06-238 with Bleyl and Associates in the amount of \$5,350; for the Westminster Sanitary Sewer Line Extension Project to update the topographic survey and revise the design drawings to reflect current conditions.
- j. Approved **Resolution No. 10-19-09-3j** awarding bids for the installation of roadway traffic markings and traffic control to lowest responsible bidder Highway Technology of Austin, Texas in the amount of \$163,182.50 and, **Resolution No. 10-19-09-3j-a** on traffic control services to lowest responsible bidder N-Line Traffic Maintenance of Bryan, Texas in the amount of \$18,706.25.
- k. Approved request for release of lien on 150 Venture Lane currently held by the City.
- l. Approved authorizing the payment of an economic development incentive in the total amount of \$250,000 to Texas A&M University's Texas Institute for Preclinical Studies (TIPS).
- m. Approved an Interlocal Agreement between the Cities of College Station, Bryan, and Wickson Creek Special Utility District (WCSUD) in the amount of \$171,833.00 to extend water service to the BVSWMA Twin Oaks Landfill in Grimes County and a payment authorization in the amount of \$16,976.00 for easements assigned to WCSUD related to the water service extension project.
- n. Approved Service, Construction and Defined Corporate Easement Application/Agreements between the Cities of College Station, Bryan, and Mid-South Synergy in the total amount of \$54,142.54 to connect electric service to the BVSWMA Twin Oaks Landfill in Grimes County.
- o. Approved purchase of a D8T Dozer from Mustang Tractor & Equipment to be used by the Brazos Valley Solid Waste Management Agency in the amount of \$719,000.00.
- p. Approved increase in funds for professional services rendered in fiscal year 2009 from Coats, Rose, Yale, Ryman & Lee PC for litigation concerning the Brazos Valley Solid Waste Management Agency (BVSWMA) in the amount of \$33,284.46 for a total of \$123,284.46. Approval by the Council of this request will ratify \$33,284.46 expended for additional legal costs associated with this project through September 30, 2009.
- q. Approved agreement in an amount not to exceed \$60,000 with the legal firm of Nichols, Jackson, Dillard, Hager & Smith, L.L.P. to establish an entity, such as a local government corporation, to

City Council Minutes
Monday, October 19, 2009

own and operate Brazos Valley Solid Waste Management Agency and authorization for the Mayor to execute the agreement. **(Pulled for separate vote 6-1 - Council member Maloney voted against.)**

- r. Presentation, possible action, and discussion regarding an amendment to the Economic Development, Drainage and Corridor Beautification Participation Agreement between the City of College Station and Sahara Realty. **(Language for motion is contingent on acquiring Mr. Scarmardo's signature)**

Item No. 3b - Council member Maloney inquired on funds for Library.

Council member Crompton moved to approve consent items 3a thru 3p and item 3r contingent upon Mr. Scarmardo's signature.

Council member Massey seconded the motion, which carried 7-0.

FOR: Mayor Ben White, Mayor Pro tem Ruesink, Crompton, Massey, Maloney, Lyles and Stewart
AGAINST: None

Council member Crompton moved to approve consent item 3q. Council member Massey seconded the motion, which carried 6 - 1.

FOR: Mayor Ben White, Mayor Pro tem Ruesink, Crompton, Massey, Lyles and Stewart
AGAINST: Council member Maloney

4. Presentation, possible action, and discussion regarding construction on the campus of Texas A&M University and their current capital project program.

Mr. Chuck Sippial, Vice President for Facilities at TAMU introduced Lt. General Joe Weber (Ret.), Vice President of Student Affairs and TAMU intern Richard Fox.

Mr. Sippial presented an update to the City Council on current projects occurring on TAMU campus totaling more than \$700 million.

Lt. General Joe Weber (Ret.), Vice President of Student Affairs updated Council on TAMU's master plan for future student housing projects in Hensel Park Area.

9. Presentation, possible action, and discussion regarding the approval of a Real Estate Contract for the purchase of 204 - 220 Holleman Drive East.

David Gwin, Director of Economic and Community Development presented a proposed real estate contract for nine lots totaling 6.1368 acres located at 204 - 220 Holleman Drive East. The intended use of these properties is to promote targeted development in this area of the community and provide additional housing and job opportunities to low to moderate income households. Staff recommended approval of the purchase contract for 204 - 220 Holleman Drive East.

Council member Crompton moved to approve real estate contract for the purchase of 204 - 220 Holleman Drive East. Council member Stewart seconded the motion, which carried 7-0.

City Council Minutes
Monday, October 19, 2009

FOR: Mayor Ben White, Mayor Pro tem Ruesink, Crompton, Massey, Maloney, Lyles and Stewart
AGAINST: None

6. Presentation, possible action and discussion to approve a funding addendum that will authorize expenditures for the Brazos County Health Department in the amount of \$351,500.

Jeff Kersten, Chief Financial Officer presented the purpose of a proposed funding addendum that will authorize expenditures for the Brazos County Health Department. Staff recommended approval of the funding addendum in the amount of \$351,500 to the Brazos County Health Department.

Council member Crompton requested Council to send back to Health Committee for a cost allocation before approving the ILA with the Health Department and at that time approve a six month budget for the Health Department instead of a year.

Council member Crompton moved to approve a six month budget instead of a twelve month budget for Brazos County Health Department. Council member Maloney seconded the motion.

Ken Bost, of the Brazos County Health Department briefly explained the complexity of a 3.3 million budget, which the City of College Station funds \$351,500 upon approval of budget. So, the ability to gather data Council is requesting will be challenging, due all the services that health department provides.

Council member Crompton expressed his appreciation to Ken's explanation of the complexity of gathering this data and would withdraw his motion with at least a time number and multiplied by visits and look at time instead of dollars to give Council some kind of feel for services being funded. Council member Crompton withdrew his motion and Council member Maloney withdrew his second.

Council member Massey moved to approve the funding addendum in the amount of \$351,500 to the Brazos County Health Department. Council member Lyles seconded the motion, which carried 7 - 0.

FOR: Mayor Ben White, Mayor Pro tem Ruesink, Crompton, Massey, Maloney, Lyles and Stewart
AGAINST: None

5. Presentation, possible action, and discussion regarding the potential creation of a "Medical Corridor" in the southern portion of the City.

David Gwin, Director of Economic and Community Development presented an outline of proposed parameter of a "Medical Corridor," in the southern portion of the City. A comprehensive study to better determine the corridor's exact size and scope, associated market analysis, economic impact forecasting and modeling, and initiative visioning exercise is being proposed as the first phase of this project and once completed is expected to position the City to implement this major economic development initiative. Further, staff recommended approval and has preliminarily identified several key corridor elements to be explored under the proposed study, including signage, landscaping, pedestrian amenities, roadway enhancements and distinct design standards. It is anticipated that this City-administered study will be conducted by Schrickel, Rollins and Associates (SRA) and take approximately eighteen months to complete. If approved, a partnership, as proposed with The Med, is the preferred method.

City Council Minutes
Monday, October 19, 2009

Mayor Pro tem Ruesink moved to approve the College Station Medical Corridor project. Council member Lyles seconded the motion, which carried 7 - 0.

FOR: Mayor Ben White, Mayor Pro tem Ruesink, Crompton, Massey, Maloney, Lyles and Stewart
AGAINST: None

7. Presentation, possible action, and discussion on a potential amendment to the Unified Development Ordinance related to architectural standards for municipal facilities that are industrial in nature.

David Coleman, Director of Public Utilities presented proposed amendment that would exempt municipal facilities of an industrial nature from the Non-Residential Architectural (NRA) Standards contained in the City's Unified Development Ordinance (UDO). Currently the UDO includes an exemption for both public and private developments on industrial zoned properties. Because municipal facilities are permitted in all zoning districts, it is unusual that City-owned property carry an industrial zoning designation. The proposed amendment would allow municipal industrial facilities to comply with the same standards that are in place for privately developed industrial facilities. A current example of an industrial facility is a new building under design, to be constructed at the Carters Creek Wastewater Treatment Plant, which will house the Water Services Laboratory and computer servers. For the new Lab Building, approximately \$56,000 can be saved if it were exempt from the NRA standards, and designed to match the architecture of the main administrative building at the Carters Creek plant.

Examples of cost savings are:

- Exterior Building Materials – Use matching brick, which is less expensive.
- Landscaping – Use Xeriscape, which will not require irrigation.
- Building Mass & Design – Delete the delineating columns on the exterior walls

Staff requested Council to consider a UDO amendment to make architectural requirements for City industrial uses on parity with private industrial uses.

City Attorney Harvey Cargill recommended Council to make a motion for staff to develop language for proposed UDO amendment for future use.

Council member Lyles moved to approve staff to develop language proposed UDO amendment for future use. Council member Maloney seconded the motion, which carried 7 - 0.

FOR: Mayor Ben White, Mayor Pro tem Ruesink, Crompton, Massey, Maloney, Lyles and Stewart
AGAINST: None

8. Presentation, possible action and discussion on a resolution approving a preliminary official statement, and related material; and on an ordinance authorizing the issuance and sale of City of College Station, Texas General Obligation Refunding Bonds, Series 2009; establishing parameters regarding the sale of the bonds; approving the execution of an escrow agreement; and ordaining other matters related thereto, including immediate effectiveness.

Jeff Kersten, Chief Financial Officer introduced Drew Masterson, City's Financial Advisor with First Southwest Company.

City Council Minutes
Monday, October 19, 2009

City's Financial Advisor Drew Masterson with First Southwest Company presented the City with an opportunity to issue refund bonds for several of our outstanding General Obligation Bond issues. Refunding is issuing new debt to replace and pay off existing debt. Refunding can be done for a number of reasons; however, most often are used to accrue a savings against the current debt.

The bonds that are proposed to be refunded are:

• General Obligation & Refunding Bonds, Series 1998	\$ 740,000
• General Obligation, Series 1999	\$3,100,000
• General Obligation Bonds, Series 2000	\$ 865,000
• Certificates of Obligation, Series 2000A (Parking Garage)	\$4,220,000
	<u>\$8,925,000</u>

Council member Maloney moved to approve **Resolution No. 10-19-09-08** approving the preliminary official statement, and related materials; and **Ordinance No. 3211** authorizing the issuance and sale of General Obligation Refunding Bonds, Series 2009; establishing parameters regarding the sale of the bonds; approving the execution of an escrow agreement; and ordaining other matters related thereto, including immediate effectiveness. Council member Massey seconded the motion, which carried 7 - 0.

FOR: Mayor Ben White, Mayor Pro tem Ruesink, Crompton, Massey, Maloney, Lyles and Stewart
AGAINST: None

10. Presentation, possible action, and discussion regarding update to the existing ordinance regulating taxicabs operating within the city limits of College Station.

Larry Johnson, Assistant Chief of Police updated Council on existing taxicab ordinance and regulations and the ordinance intention to provide for and promote adequate and efficient vehicles for hire in the City of College Station. But the current City ordinance does not regulate taxi fare rates and only requires fare rate be displayed in a "conspicuous place" inside the taxi. Staff recommended fares to be displayed both inside and outside of vehicle and taxi vehicle maximum age not more than five (5) years.

Council member Crompton moved to approve displaying fares both inside and outside of vehicle and refer remainder of issues, such as maximum age and flat fare rates to Transportation Committee. Council member Lyles seconded the motion, which carried 7 - 0.

FOR: Mayor Ben White, Mayor Pro tem Ruesink, Crompton, Massey, Maloney, Lyles and Stewart
AGAINST: None

11. Presentation, possible action, and discussion regarding video surveillance cameras recently installed in the Northgate Entertainment District.

Ben Roper, Director of Information Technology reported and demonstrated the pilot video surveillance cameras in the Northgate Entertainment District which were installed the week of September 21st. Also, policy and procedures documents are being developed and finalized to govern use of the system.

No formal action was taken.

12. Presentation, possible action and discussion regarding the College Station Storm Water

City Council Minutes
Monday, October 19, 2009

Management Plan.

Alan Gibbs, City Engineer presented brief annual report of the Storm Water Management Program and a five year period implementation of storm water program to eliminate pollution.

No formal action was taken.

13. Council Calendar

Council reviewed upcoming events.

14. Presentation, possible action, and discussion on future agenda items: A Council Member 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.

Council member Maloney inquired on upcoming appointment to Code Development subcommittee.

15. Discussion, review and possible action regarding the following meetings: Arts Council of the Brazos Valley, Audit Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Wide Area Communications Task Force, Cemetery Committee, Code Review Committee, Design Review Board, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Committee, Metropolitan Planning Organization, National League of Cities, Outside Agency Funding Review, Parks and Recreation Board, Planning and Zoning Commission, Sister City Association, TAMU Student Senate, Research Valley Partnership, Regional Transportation Committee for Council of Governments, Texas Municipal League, Transportation Committee, Wolf Pen Creek Oversight Committee, Wolf Pen Creek TIF Board, Zoning Board of Adjustments, BVSWMA, Signature Event Task Force, (Notice of Agendas posted on City Hall bulletin board).

No discussion was held.

At 3:30 pm, Mayor White announced that the City Council would convene into executive session pursuant to Sections 551.071, 551.072, and 551.087 of the Open Meetings Act to seek the advice of our city attorney, to consider the purchase of real property and economic development negotiations.

16. Executive Session will immediately follow the workshop meeting in the Administrative Conference Room.

Consultation with Attorney {Gov't Code Section 551.071}; possible action. The City Council may seek advice from its attorney regarding a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. Litigation is an ongoing process and questions may arise as to a litigation tactic or settlement offer, which needs to be discussed with the City Council. Upon occasion the City Council may need information from its attorney as to the status of a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- a. Application with TCEQ for permits in Westside/Highway 60 area, near Brushy Water Supply Corporation
- b. Sewer CCN permit requests for Brushy & Wellborn Services Areas

City Council Minutes
Monday, October 19, 2009

- c. Water CCN permit requests for Brushy & Wellborn Services Areas
- d. Bed & Banks Water Rights Discharge Permits for College Station and Bryan
- e. Legal aspects of Water Well, permits and possible purchase of or lease of water well sites
- f. Cliff A. Skiles, DVM & C.A. Skiles Family Partnership, Ltd. Water permit applications with the Brazos Valley Groundwater Conservation District
- g. TMPA v. PUC (College Station filed Intervention)
- h. City of Bryan suit filed against College Station, Legal issues and advise on Brazos Valley Solid Waste Management Agency contract, on proposed methane gas contract
- i. Update on legal proceedings for Grimes County Landfill site and contracts for development of Grimes County site
- j. Weingarten Realty Investors v. College Station, Ron Silvia, David Ruesink, Lynn McIlhaney, and Ben White
- k. Chavers et al v. Tyrone Morrows, Michael Ikner, City of Bryan, City of College Station, et al
- l. Rogers Sheridan v. Barbara Schob & Greg Abbott
- m. Clancey v. College Station, Glenn Brown, and Kathy Merrill
- n. Legal issues related to the real estate contract between City of College Station and CHSC, Ltd.

Real Estate {Gov't Code Section 551.072}; possible action The City Council may deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- a. Possible Purchase or Exchange of Property near E. University and Tarrow

Economic Incentive Negotiations {Gov't Code Section 551.087}; possible action The City Council may deliberate on commercial or financial information that the City Council has received from a business prospect that the City Council seeks to have locate, stay or expand in or near the city with which the City Council in conducting economic development negotiations may deliberate on an offer of financial or other incentives for a business prospect. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- a. Arctic Wolf Ice Center

17. **Action on executive session or any workshop agenda item not completed or discussed in today's workshop meeting may be discussed in tonight's Regular Meeting if necessary.**
No formal action was taken.

18. **Adjourn.**
Hearing no objections, Mayor White adjourned the meeting at 5:00 p.m. on Monday, October 19, 2009.

PASSED AND APPROVED this November 9, 2009

ATTEST:

APPROVED:


City Secretary Connie Hooks


Mayor Ben White

October 19, 2009
Consent Agenda Item No. 3r
University Towne Center Development Agreement – First Amendment

To: Glenn Brown, City Manager

From: David Gwin, Director of Economic and Community Development

Agenda Caption: Presentation, possible action, and discussion regarding an amendment to the Economic Development, Drainage and Corridor Beautification Participation Agreement between the City of College Station and Sahara Realty.

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

Summary: The original agreement, executed in 2005, pertains to the development of University Town Center. Section 2.1.5 of the agreement required, in part, that Sahara Realty was to obtain building permits for Phase 2 of the development by January 31, 2008 and permits for Phase 3 by January 31, 2009 in order to receive payments of \$187,126.52 and \$117,126.52 respectively.

Given the current softening of the local, state and national economy and in light of the developer's demonstrable efforts to abide by all of the other performance criteria as identified in the agreement, Sahara Realty has proposed the attached amendment. If approved by the Council, this amendment will allow the developer until December 31, 2015, to secure building permits for the remaining phases of the development as identified in the agreement.

Budget & Financial Summary: N/A

Attachments:

Attachment 1 – First Amendment

(A copy of the original development agreement is available for public review in the City Secretary's Office)

FIRST AMENDMENT TO ECONOMIC DEVELOPMENT, DRAINAGE AND
CORRIDOR BEAUTIFICATION PARTICIPATION AGREEMENT BETWEEN
THE CITY OF COLLEGE STATION AND SAHARA REALTY GROUP, LTD.

This is the First Amendment (this "Amendment") to the Economic Development, Drainage and Corridor Beautification Participation Agreement, dated effective November 4, 2005, between the City of College Station, Texas (the "CITY") and Sahara Realty Group, Ltd. (the "DEVELOPER") (the "Agreement"). The City and the Developer agree to amend and modify the Agreement as herein provided. The following terms and conditions shall control insofar as they may be inconsistent with or in addition to the terms of the Agreement. Capitalized or other terms in this Amendment shall have the same meanings ascribed to those terms in the Agreement.

I.

Section 2.1.5 of the Agreement is deleted and restated as follows:

"2.1.5. DEVELOPER is eligible to receive CITY's participation payments in the amounts and according to the schedule detailed in this Section 2.1.5. To receive the first payment, DEVELOPER must submit (i) engineering plans and specifications for the Detention Facility as depicted in Exhibits "A" and "B"; and (ii) an engineer's estimate of cost of construction of the Detention Facility in an amount equal to or greater than \$1,000,000. CITY will issue a check to DEVELOPER within twenty (20) business days after DEVELOPER's submittal of the request for the payment meeting the requirements set out herein. To receive the January 31, 2007 payment of \$187,126.52, DEVELOPER must have obtained building permits on Phase I in accordance with Exhibits "B", "C", and "D". To receive the December 31, 2015 payment of \$187,126.52, DEVELOPER must have obtained a building permit for Phase II in accordance with Exhibits B, C, and D and a Certificate of Completion for Phase I on or before December 31, 2015. To receive the -payment of \$117,126.52, DEVELOPER must have received a building permit for Phase III in accordance with Exhibits B, C, and D on or before December 31, 2015.

- a. \$210,000 on or by January 31, 2006
- b. \$187,126.52 on or by January 31, 2007
- c. \$187,126.52 on or by December 31, 2015
- d. \$117,126.52 on or by December 31, 2015

Upon receipt of the certificates of completion for all buildings in Phases II and III, City shall make final payment of \$70,000.00.

II.

All other terms and conditions of the original Agreement shall remain unchanged and in full force and effect.

SAHARA REALTY GROUP LTD.

CITY OF COLLEGE STATION

By: _____
Capital Realty Partners LL.C.
David W. Scarmardo, Manager
Date: _____

By: _____
Mayor
Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

Director of Finance
and Strategic Planning
Date: _____

City Attorney
Date: _____

THE STATE OF TEXAS
COUNTY OF BRAZOS

§
§
§

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me on the ____ day of _____, 2009, by DAVID W. SCARMARDO, Authorized Member of CAPITAL REALTY MANAGEMENT, L.L.C., a Texas limited liability company, General Partner of SAHARA REALTY GROUP, LTD., a Texas limited partnership, on behalf of said partnership.

Notary Public in and for the
State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared BEN O. WHITE, as Mayor of the CITY OF COLLEGE STATION, a Texas home rule municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the _____ of _____, 2009.

Notary Public in and for the
State of Texas



Legislation Details (With Text)

File #: 16-0038 **Version:** 1 **Name:** Impact Fees Semi-Annual Report
Type: Report **Status:** Consent Agenda
File created: 1/14/2016 **In control:** City Council Regular
On agenda: 1/28/2016 **Final action:**
Title: Presentation, possible action, and discussion on Semi-Annual Report for Impact Fees 92-01, 97-01, 97-02B, 99-01, and 03-02.
Sponsors: Carol Cotter
Indexes:
Code sections:
Attachments: [Semi-Annual Report](#)
[Impact Fee Areas Map](#)
[Land Use Maps](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on Semi-Annual Report for Impact Fees 92-01, 97-01, 97-02B, 99-01, and 03-02.

Relationship to Strategic Goals:

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

Recommendation(s): At their meeting on January 7th, the Planning and Zoning Commission, acting in their capacity as the Impact Fee Advisory Committee, unanimously recommended acceptance of the report. Staff also recommends Council acknowledge and accept the Semi-Annual Report -

Summary: The attached Impact Fee Semi-Annual Report is provided to the City Council in accordance with the Texas Local Government Code Chapter 395.058. In short, the City of College Station currently has five impact fee areas where all associated utility construction is complete. All five of the impact fees were updated by Council in accordance with State Law in November of 2013. There have been no major changes in the impact fee programs since the recent update, so this report primarily documents the fees collected over the reporting period.

The Planning and Zoning Commission serves as the Impact Fee Advisory Committee per the City of College Station Code of Ordinances Chapter 15: Impact Fees. On January 7, 2016 the Advisory Committee discussed and unanimously recommended support of the Semi-Annual Report. It is now being forwarded to Council for your status update.

Budget & Financial Summary: N/A

Attachments:

1. Impact Fee Semi-Annual Report
2. Fee Area Map
3. Land Use Map



CITY OF COLLEGE STATION

1101 Texas Avenue South, P.O. Box 9960
College Station, Texas 77842
Phone 979.764.3570 / Fax 979.764.3496

MEMORANDUM

DATE: January 14, 2016
TO: City Council
FROM: Carol Cotter, P.E., Asst. City Engineer
SUBJECT: Semi-Annual Report – Impact Fees 92-01, 97-01, 97-02B, 99-01, 03-02

The Local Government Code requires Semi-Annual Reporting in order to monitor the progress of impact fees and to determine when an update to the fee study is necessary. Additionally, the last Update was completed in November 2013. There have been no major changes in the impact fee programs since that update.

The City of College Station Ordinance Chapter 15, Impact Fees, designates the Planning and Zoning Commission as the Advisory Committee for review, advisement, and monitoring of proposed and existing impact fees. More specifically, the Advisory Committee is established to:

1. Advise and assist the City in adopting Land Use assumptions.
2. Review the Capital Improvements Plan and file written comments.
3. Monitor and evaluate implementation of the Capital Improvements Plan.
4. File semi-annual reports with respect to the progress of the Capital Improvements Plan.
5. Advise the City Council of the need to update or revise the Land Use Assumptions, Capital Improvements Plan, and Impact Fees.

Currently the City of College Station has five impact fees in existence of which all associated construction is complete. As noted, all five of the impact fees underwent a 5-Year Update in 2013 in accordance with State Law. The following is a current status report for each of the five impact fees. (To facilitate review, data from previous 6 months are presented in bold font.):

<u>92-01 Sanitary Sewer (Graham Road) (508 ac.)</u>	<u>\$339.63/LUE</u>
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This fee was initially implemented in 1992 at \$152.18 /LUE and was revised in 1996 to \$289.77/LUE after approval of updated Land use Assumptions and Capital Improvements Plan (CIP), revised again to the \$232.04/LUE in 2000, revised again to \$316.07 in 2008, and to the current amount in November of 2013. The CIP consisted of three phases originally estimated at \$543,000 which have all been completed at a combined cost of \$473,518.72. Fees collected over the last reporting period are **\$0.00** for total amount of **\$324,292.38** (per Account #92509000 4560). The remaining amount eligible for collection is about **\$42,682**. The total amount to be recovered through impact fees is anticipated at **77%** of original construction cost.

97-01 Sanitary Sewer (Spring Creek – Pebble Hills) (2000 ac.) \$144.01/LUE

This fee was implemented in December 1997 at \$349.55/LUE, was revised to \$98.39 in 2008, and was revised to the current amount in November of 2013.. The CIP consisted of Phase I (east of Hwy 6) and Phase II (west of Hwy 6). Phase I estimated to cost \$1,000,000 was completed in 1999 at a cost of \$631,214.59. Phase II was estimated to cost \$1,350,000 and was completed at a cost of \$813,752.00. The total actual cost was \$1,444,966.59. Fees collected over the last reporting period are **\$19,755.78** for total amount of **\$655,105.77** (per Acct #92519000 4560). The remaining amount eligible for collection is about **\$771,036**. The total amount to be recovered through impact fees is anticipated at **98%** of original construction cost.

97-02B Sanitary Sewer (Alum Creek – Nantucket) (608 ac.) \$44.71/LUE

This fee was implemented in December 1997 at \$243.38/LUE, was revised to \$59.42 in 2008, and was revised to the current amount in November of 2013. The CIP consisted of running a 15" sanitary sewer line from the south end of the College Station Business Park westerly along Alum Creek to the east ROW of Highway 6. The project was estimated to cost \$390,000 and was completed in 1999 at a cost of \$214,270.87. Fees collected over the last reporting period are **\$447.10** for total amount of **\$25,590.49** (per Acct #92529000 4560). The remaining amount eligible for collection is about **\$100,354**. The total amount to be recovered through impact fees is anticipated at **57%** of original construction cost.

99-01 Water (Harley)(158 ac.) \$996.03/LUE

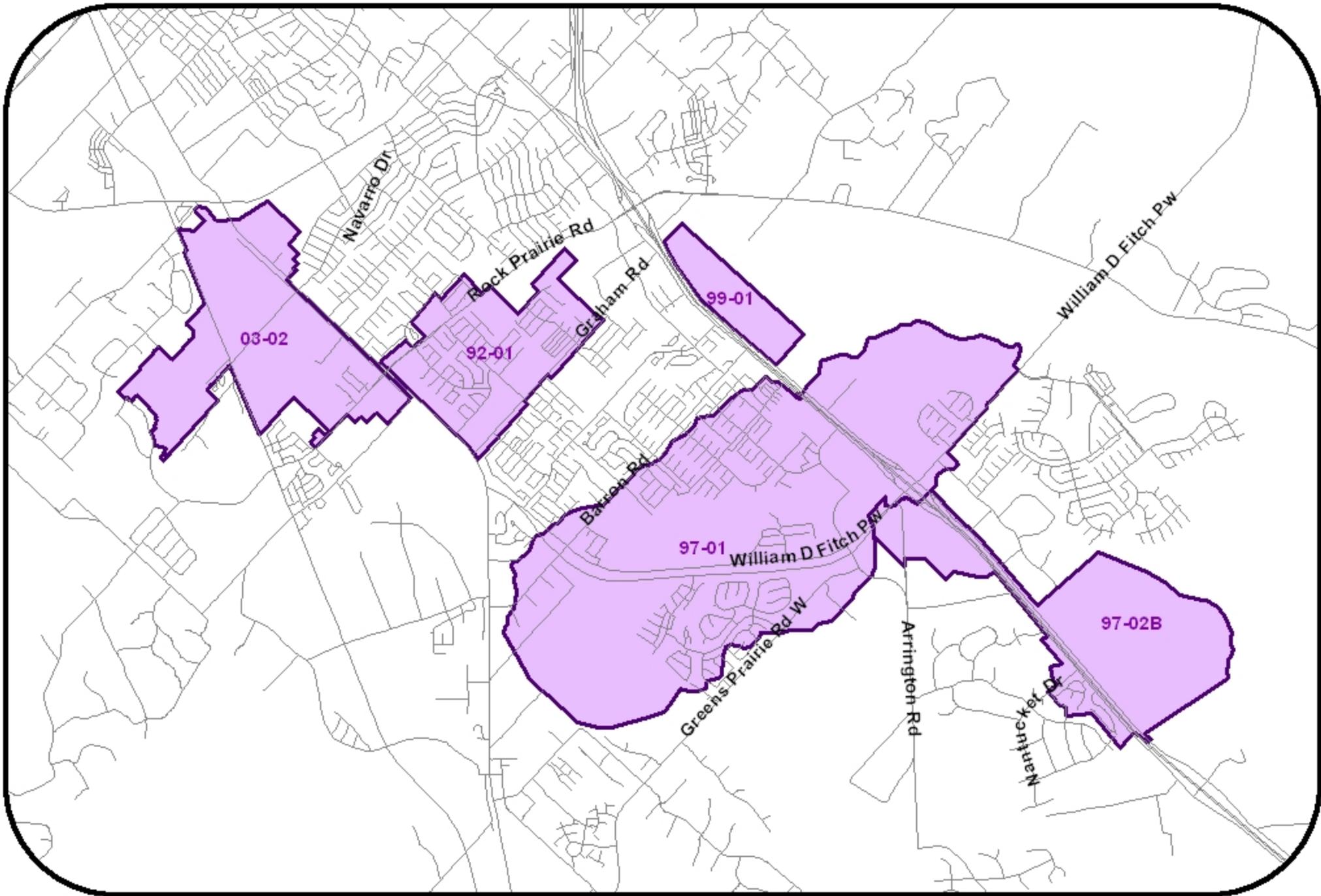
This fee was implemented in April 1999 at \$550.00/LUE, was revised to \$769.91 in 2008, and was revised to the current amount in November of 2013. The CIP consisted of running an 18" water line south along the east ROW of Highway 6 approximately 4800'. The line was estimated to cost \$312,000 (the impact fee is based on an 8" line @ \$165,000). A 2400' section of the 18" line was constructed in 1999 from the south end at a total cost of \$342,977.73. Fees collected over the last reporting period are **\$7,470.23** for total amount of **\$72,211.11** (per Acct #92409000 4560). The remaining amount eligible for collection is about **\$272,374**. The total amount to be recovered through impact fees is anticipated at **99%** of original construction cost.

03-02 Sanitary Sewer (Steeplechase) (715 ac.) \$144.87/LUE

This fee was initially implemented in June 2003 at \$300.00/LUE, was revised to \$357.74 in 2009, and was revised to the current amount in November of 2013. This CIP was constructed in two phases of sanitary sewer line construction in compliance with the proposed construction in the original report establishing the fee. Phase one crossed Wellborn Road and terminated at Old Wellborn Road consisting of 2,347 linear feet of 18 inch sewer line with a construction cost of \$296,642. Phase two was completed in 2006 and continued the line along Old Wellborn Road and terminated across RPR West. Phase two consisted of 6,281 linear feet of 12 inch line and 2,062 linear feet of 18 inch line for a construction cost of \$529,088 and a land cost of \$87,133. The design cost for the combined phases was \$148,023. The total actual cost was \$1,091,886 which was less than the original report estimated at \$1,596,137. Fees collected over the last reporting period are **\$10,720.38** for total amount of **\$211,579.70** (per Acct #253-0000-287.51-13). The remaining amount eligible for collection is about **\$861,890**. The total amount to be recovered through impact fees is anticipated at **94%** of original construction cost.

Impact Fee Area	Effective Buildout LUE	Current Impact Fee Rate	Amount Collected	Remaining Capital Investment to Recoup
92-01 Graham	1710	\$ 339.63	\$324,292	\$ 42,682
97-01 Spring Creek	8565	\$ 144.01	\$655,106	\$771,036
97-02B Alum	2656	\$ 44.71	\$100,353	\$100,354
99-01 Harley	396	\$ 996.03	\$272,374	\$272,374
03-02 Steeplechase	7051	\$ 144.87	\$211,580	\$861,890
		Total	\$1,563,705	\$2,048,336

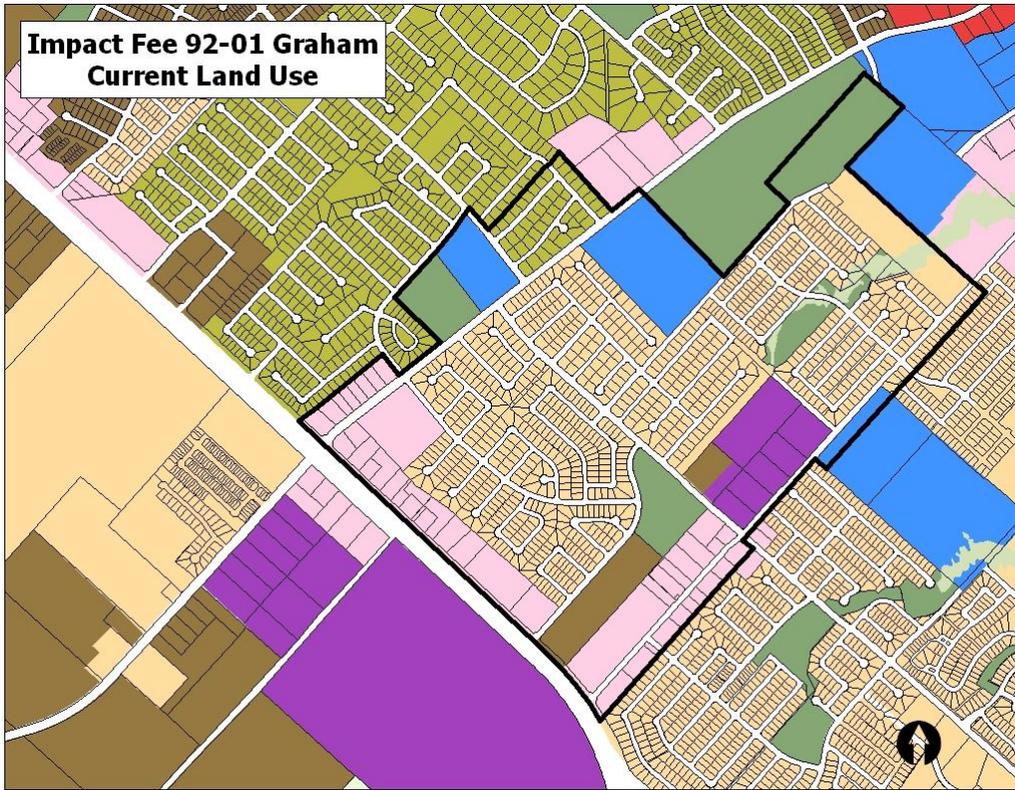
Attachments: Impact Fee Service Areas Map
 Current Land Use Map per Impact Fee Area



1 inch equals 4,000 feet



Impact Fee Areas - January 2013

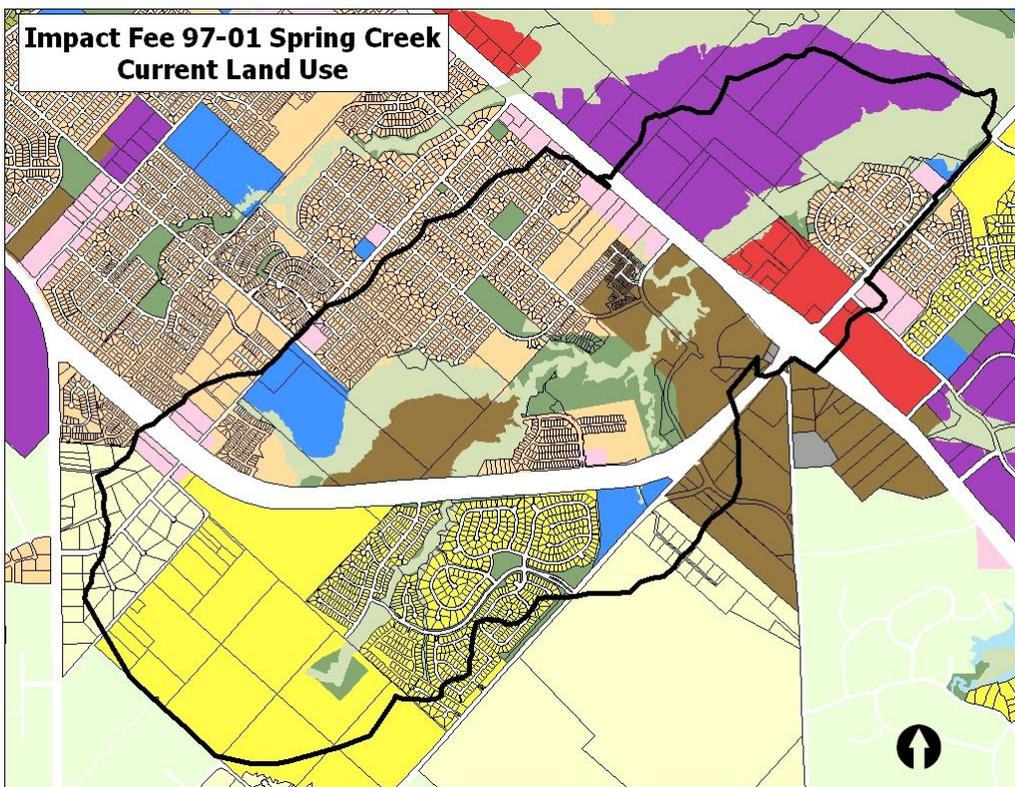


Legend

Land Use Plan

FLU-2

- 111 - Neighborhood Conservation
- 910 - 100 - Rural
- 130 - Estate
- 109 - Restricted Suburban
- 110 - General Suburban
- 120 - 250 - Urban
- 275 - Urban Mixed Use
- 210 - General Commercial
- 200 - Suburban Commercial
- 310 - Business Park
- 410 - Institutional/Public
- 450 - Texas A&M University
- 710 - 720 - Natural Areas - Protected
- 800 - Natural Areas - Reserved
- 850 - Utilities
- 456 - Redevelopment Areas
- 999 - Water

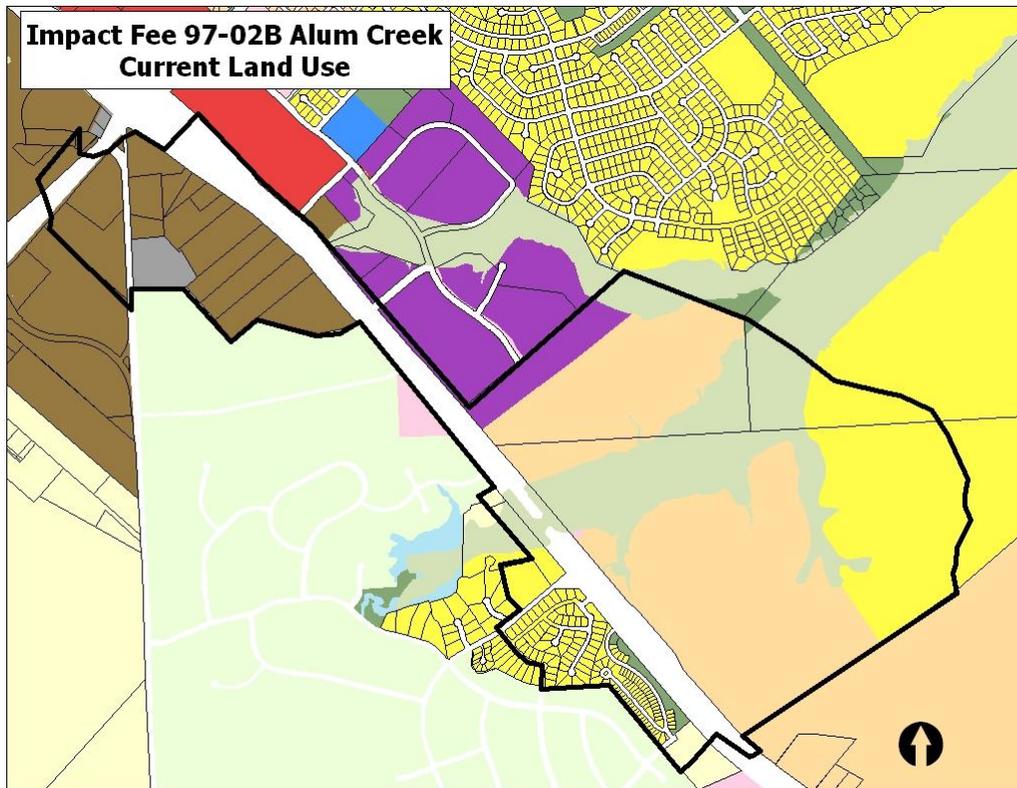


Legend

Land Use Plan

FLU-2

- 111 - Neighborhood Conservation
- 910 - 100 - Rural
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- 120 - 250 - Urban
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- 710 - 720 - Natural Areas - Protected
- 800 - Natural Areas - Reserved
- 850 - Utilities
- 456 - Redevelopment Areas
- 999 - Water

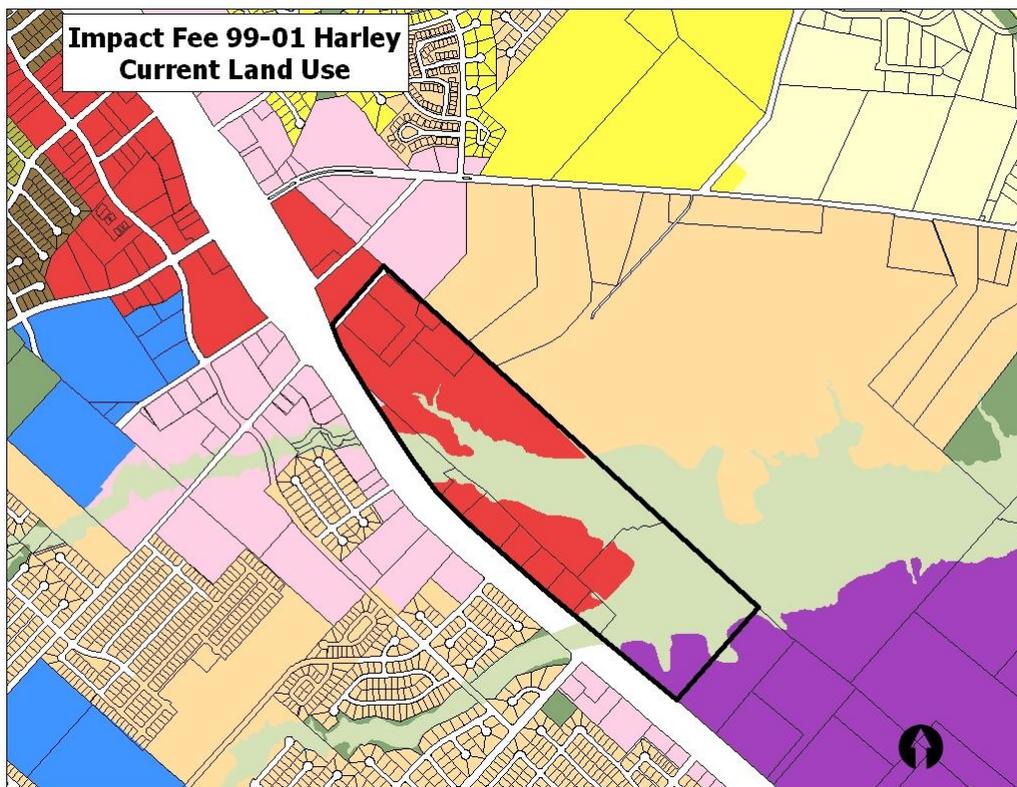


Legend

Land Use Plan

FLU-2

- 111 - Neighborhood Conservation
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- 130 - Estate
- 109 - Restricted Suburban
- 110 - General Suburban
- 120 - 250 - Urban
- 275 - Urban Mixed Use
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- 450 - Texas A&M University
- 710 - 720 - Natural Areas - Protected
- 800 - Natural Areas - Reserved
- 850 - Utilities
- 456 - Redevelopment Areas
- 999 - Water



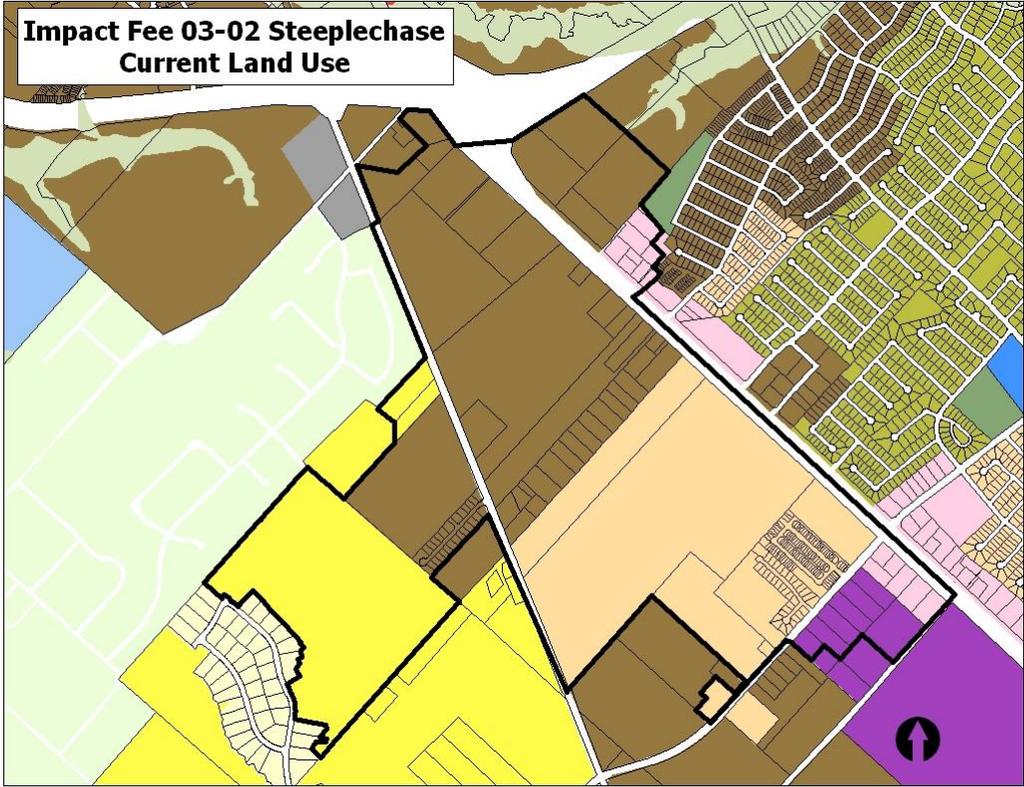
Legend

Land Use Plan

FLU-2

- 111 - Neighborhood Conservation
- 910 - 100 - Rural
- 130 - Estate
- 109 - Restricted Suburban
- 110 - General Suburban
- 120 - 250 - Urban
- 275 - Urban Mixed Use
- 210 - General Commercial
- 200 - Suburban Commercial
- 310 - Business Park
- 410 - Institutional/Public
- 450 - Texas A&M University
- 710 - 720 - Natural Areas - Protected
- 800 - Natural Areas - Reserved
- 850 - Utilities
- 456 - Redevelopment Areas
- 999 - Water

**Impact Fee 03-02 Steeplechase
Current Land Use**



Legend

Land Use Plan

FLU-2

- 111 - Neighborhood Conservation
- 910 - 100 - Rural
- 130 - Estate
- 109 - Restricted Suburban
- 110 - General Suburban
- 120 - 250 - Urban
- 275 - Urban Mixed Use
- 210 - General Commercial
- 200 - Suburban Commercial
- 310 - Business Park
- 410 - Institutional/Public
- 450 - Texas A&M University
- 710 - 720 - Natural Areas - Protected
- 800 - Natural Areas - Reserved
- 850 - Utilities
- 456 - Redevelopment Areas
- 999 - Water



Legislation Details (With Text)

File #:	16-0005	Version:	1	Name:	W/WW Impact Fee Contract
Type:	Contract	Status:		Status:	Consent Agenda
File created:	1/7/2016	In control:		In control:	City Council Regular
On agenda:	1/28/2016	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding a professional services contract with Freese & Nichols, Inc. to evaluate water and wastewater impact fees with a total cost of \$100,000.				
Sponsors:	David Coleman				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding a contract with Freese & Nichols, Inc. to evaluate water and wastewater impact fees with a total cost of \$100,000.

Relationship to Strategic Goals: Core services and infrastructure

Recommendation: Staff recommends approval of this contract.

Summary: On 12 November 2015, City Council directed staff to bring forward a contract for an engineering firm to perform a study, conforming to State law, regarding possible implementation of impact fees for the water and wastewater systems.

Currently, the City of College Station’s water and wastewater master plans are being updated by Freese & Nichols, Inc (FNI). The preliminary results of both plans indicate significant improvements will be needed to accommodate future growth and stay in compliance with TCEQ regulations. Therefore, FNI is uniquely positioned to perform the impact fee study, since the land use plan and capital improvement plans done for the master plans are integral parts of the impact fee study.

This proposed contract will use the most current and relevant information to determine the potential maximum city-wide impact fees in accordance with Chapter 395 of the Texas Government Code. The scope of work includes attendance at all required public hearings, Advisory Committee meetings, and City Council meetings. It also includes the “rate credit analysis” which provides the most accurate calculation of impact fees that can be enacted. Total fee is \$100,000 and staff recommends approval.

Budget & Financial Summary: Funds for this item were not included in the FY16 budget. If approved, this contract will be funded from Contingency in the Water and Wastewater Operating Budget, and included in a future Budget Amendment.

Reviewed and Approved by Legal: Yes

Attachment: None, contract on file with City Secretary



Legislation Details (With Text)

File #: 16-0040 **Version:** 1 **Name:** Contract for Roadway Impact Fee Study

Type: Contract **Status:** Consent Agenda

File created: 1/14/2016 **In control:** City Council Regular

On agenda: 1/28/2016 **Final action:**

Title: Presentation, possible action, and discussion regarding a contract with Kimley-Horn and Associates, Inc. to evaluate roadway impact fees with a total cost of \$88,500.

Sponsors: Alan Gibbs

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding a contract with Kimley-Horn and Associates, Inc. to evaluate roadway impact fees with a total cost of \$88,500.

Relationship to Strategic Goals:

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

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

Summary: On 12 November 2015, City Council directed staff to bring forward a contract for an engineering firm to perform a study, conforming to State law, regarding possible implementation of roadway impact fees.

The City of College Station’s recent Thoroughfare Plan updates and models have been performed by Kimley-Horn and Associates, Inc (KHA). KHA also prepared a similar transportation impact fee study for the entire city in 2009-2010. These efforts all include evaluations of existing and proposed transportation systems and associated projected demands. Therefore, KHA is uniquely positioned to perform this roadway impact fee study.

This proposed contract will use the most current and relevant information to determine the potential maximum impact fees in accordance with Chapter 395 of the Texas Government Code. The scope of work includes attendance at all required public hearings, Advisory Committee meetings, and City Council meetings. It also includes the “rate credit analysis” which provides the most accurate calculation of impact fees that can be enacted. Total fee is \$88,500 and staff recommends approval.

Budget & Financial Summary: Budget for this item was not included in the FY16 budget as the decision to move forward with the study had not been made when the budget was being developed. If approved, the budget for this item will be transferred from contingency funds. These contingency transfers will be included on an upcoming Budget Amendment as contingency transfers greater than \$50,000 must be approved by Council.

Attachments: Contract is on file with City Secretary



Legislation Details (With Text)

File #:	16-0041	Version:	1	Name:	Annual Purchase of Emergency Response Vehicle Parts and Services
Type:	Contract	Status:		Status:	Consent Agenda
File created:	1/18/2016	In control:		In control:	City Council Regular
On agenda:	1/28/2016	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on an annual blanket purchase order for repair parts and repair labor for fire trucks from Siddons-Martin Emergency Group through the BuyBoard Purchasing Cooperative (Contract 399-12). The estimated annual expenditure is \$75,000.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	BuyBoard Contract Info.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on an annual blanket purchase order for repair parts and repair labor for fire trucks from Siddons-Martin Emergency Group through the BuyBoard Purchasing Cooperative (Contract 399-12). The estimated annual expenditure is \$75,000.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of an annual blanket purchase order to purchase various repair parts and services from Siddons-Martin Emergency Group through the BuyBoard Purchasing Cooperative. The estimated annual expenditure of \$75,000.00 is based on the average amount spent on repair parts and services since January 2015 and the anticipated needs for existing vehicles and new vehicles being added to the inventory this fiscal year.

Summary: BuyBoard is a purchasing cooperative for public agencies. All products and services available for purchase through BuyBoard contracts have been competitively bid and awarded and satisfy any State law requirements relating to competitive bids or proposals. Contingent upon Council approval, a blanket purchase order will be issued for the term of January 29, 2016 through January 28, 2017.

Budget & Financial Summary: Purchases of fire apparatus parts are made though an inventory account as budgeted and available in the Fleet Maintenance Funds. Charges are made to the Fire Department for fire apparatus vehicle maintenance and repairs based on the average annual cost for each piece of equipment.

Attachments:

1. Siddons-Martin Contract Information

Browser address bar: <https://app.buyboard.com/Search/Index?SearchTerm=>

Browser tabs: Home, Index

Browser menu: File, Edit, View, Favorites, Tools, Help

Browser toolbar: Convert, Select, Page, Safety, Tools, etc.

Vendor Contract Information Back

Search:

All

Vendor Discounts Only

Catalog Pricing Only

Refine Your Search:

Vendors
Siddons-Martin Emergency Group [X]

Price Range
Show all prices

Category
None Selected

Contract
None selected

Additional Searches:

[Search by Vendor](#)

[Browse Contracts](#)

Vendor Name: Siddons-Martin Emergency Group

Address: 14233 Interdrive West
Houston, TX 77032

Phone Number: (800) 784-6806

Email: jdoran@siddons-martin.com

Website: <http://www.siddons-martin.com>

Federal ID: 27-4333590

Contact: Jeffrey Doran

Accepts RFQs: Yes

Minority Owned Vendor: No

Women Owned Vendor: No

Contract Name: Fire Apparatus (Repair Parts and Repair Labor)

Contract#: 491-15

Effective Date: 09/01/2015

Expiration Date: 08/31/2018

Payment Terms: Upon delivery

Delivery Days: 360

Shipping Terms: Pre-paid and added to invoice

Freight Terms: FOB Destination

Ship Via: Common Carrier

Region Served: All Texas Regions

States Served: All States

Quote Reference Number: 491-15

Additional Dealers: See Extended Exceptions for dealer list.

Hourly labor rate for repair/service of fire apparatus/equipment: \$121.50



Legislation Details (With Text)

File #:	16-0043	Version:	1	Name:	Consent Agenda Item
Type:	Contract	Status:		Status:	Consent Agenda
File created:	1/19/2016	In control:		In control:	City Council Regular
On agenda:	1/28/2016	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding an annual price agreement with NAFECO for fire protective clothing.				
Sponsors:	Eric Hurt				
Indexes:					
Code sections:					
Attachments:	College Station FD - Bunker Gear Buy Board Quote 1.8.2016.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding an annual price agreement with NAFECO for fire protective clothing.

Relationship to Strategic Goals: (Select all that apply)

- Core Services and Infrastructure

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

Summary: Purchases will be made from NAFECO through Buyboard Contract #432-13. Each product and service on the Buyboard has been carefully and competitively bid and awarded based on Texas Statutes by the Local Government Purchasing Cooperative. This cooperative is administered by the Texas Association of School Boards and is endorsed by the Texas Municipal League and the Texas Association of Counties.

Budget & Financial Summary: Funds are budgeted for 40 replacement gear sets in the FY16 annual budget in accounts 1001420 5127 and 1001440 5127.

Attachments:

1. NAFECO quote



Legislation Details (With Text)

File #: 16-0016 **Version:** 1 **Name:** Quiet Zones for Greens Prairie Trail and Drake - ILA
Type: Agreement **Status:** Consent Agenda
File created: 1/11/2016 **In control:** City Council Regular
On agenda: 1/28/2016 **Final action:**
Title: Presentation, possible action, and discussion on an Interlocal Agreement with Brazos County for the consultant services associated with the establishment of quiet zones at Drake and Greens Prairie Trail.
Sponsors: Donald Harmon
Indexes:
Code sections:
Attachments: [Quiet Zone ILA FINAL.pdf](#)
[Quiet Zone Area.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on an Interlocal Agreement with Brazos County for the consultant services associated with the establishment of quiet zones at Drake and Greens Prairie Trail.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

Recommendation(s): Staff recommends approval of the Interlocal Agreement.

Summary: This action will allow the County to administer a consultant contract for the establishment of a quiet zone at Drake and Greens Prairie Trail. This item is in conjunction with 16-0047

Budget & Financial Summary: The Interlocal Agreement specifies that the cost shall be shared equally between the City and County. The total cost for the consultant's scope of services will not exceed \$23,410.00. Consequently, the City's cost will not exceed \$11,705.00. Funding is budgeted and available in the Traffic Division operating fund.

Attachments:

1. Interlocal Agreement
2. Quiet Zone Area

INTERLOCAL AGREEMENT BETWEEN CITY OF COLLEGE STATION AND BRAZOS COUNTY

THIS INTERLOCAL AGREEMENT (“**Agreement**”) is hereby made and entered into by and between the CITY OF COLLEGE STATION, TEXAS, a Texas Home Rule Municipal Corporation (hereinafter "**College Station**"), and BRAZOS COUNTY, TEXAS (hereinafter "**County**"), a political subdivision of the State of Texas, each acting by and through its duly authorized agents (referred to collectively as the "**Parties**").

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

WHEREAS, the County has received multiple requests to implement a quiet zone along the railroad corridor running parallel to FM 2154 in Brazos County, designated on Exhibit “A”, attached hereto and incorporated herein for all purposes (“**Quiet Zone**”); and

WHEREAS, any implementation of the Quiet Zone would require approval by the Federal Railroad Authority (“**FRA**”); and

WHEREAS, the County had decided to move forward in pursuing a Quiet Zone; and

WHEREAS, the County has received a proposal from CTC, Inc. to assist with the design, engineering and implementation of the proposed Quiet Zone and acceptance of the Quiet Zone by the FRA; and

WHEREAS, the railroad crossing at Greens Prairie Trail was annexed by the City of College Station on or about April 9, 2015 (“**Annexation Property**”); and

WHEREAS, the Annexation Property crossing is located within the proposed Quiet Zone; and

WHEREAS, College Station and the County have reached an agreement on cost sharing and obligations with regard to creation of the Quiet Zone;

NOW, THEREFORE IN CONSIDERATION of the recitals and mutual covenants made herein by the parties hereby mutually agree as follows:

ARTICLE I RESPONSIBILITIES OF PARTIES

1.1 Pursuant to 49 CFR §222.37 the Parties agree the County is delegated authority to establish the Quiet Zone on behalf of both the County and College Station. The County shall do this in part through contracting with CTC, Inc. for the performance of services related to the establishment of the Quiet Zone. The County shall ensure the performance of the following services from CTC, Inc. in relation to the implementation, design and engineering of the Quiet

Zone:

- a. Provide status meetings and project updates to the Parties.
- b. Conduct on-site inspections to confirm proposed improvements.
- c. Analyze Quiet Zone options using FRA calculator and present options to College Station and County for approval.
- d. Coordinate, prepare documents and conduct diagnostic team field review on site.
- e. Prepare Notice of Intent for College Station submittal and for County submittal.
- f. Prepare responses for City to Notice of Intent comments and for County Notice of Intent comments.
- g. Conduct final inspection prior to Quiet Zone establishment.
- h. Prepare Notice of Establishment; assist College Station and County with Notice of Establishment.
- i. Provide Union Pacific Railroad and FRA coordination.
- j. Project management, accounting and administration
- k. Achieve and obtain Quiet Zone designation.

(collectively, “**Scope of Services**”)

1.2 The fee for the Scope of Services will not exceed \$23,410.00 (“**Fee**”).

1.3 College Station agrees to timely cooperate with the County and its contractor CTC, Inc. in all matters related to the establishment of the Quiet Zone including with respect to notice requirements and to do all things necessary and reasonable to comply with requests made by CTC, Inc. and the FRA in furtherance of the designation and implementation of the Quiet Zone. Likewise, County agrees to timely cooperate and take all measures reasonably necessary and reasonable to comply with requests made by CTC, Inc. and the FRA in furtherance of the designation and implementation of the Quiet Zone.

1.4 County will be responsible for administering its contract with CTC, Inc. including paying the Fee within thirty (30) days of performance and invoicing by CTC, Inc. Following this, College Station will reimburse the County for one-half (1/2) of the Fee within thirty (30) days of receiving invoice from the County, up to a maximum amount of \$11,705.00.

ARTICLE II MISCELLANEOUS TERMS

2.1 Interlocal Cooperation Act. The Parties expressly acknowledge that each Party to this Agreement is a local government as that term is defined in the Interlocal Cooperation Act. Nothing in this Agreement will be construed as a waiver or relinquishment by either Party of its right to claim such exemptions, privileges, and immunities as may be provided by the Constitution and the Laws of the State of Texas.

2.2 Amendment. The terms and conditions of this Agreement may be amended upon mutual consent of all Parties. Mutual consent will be demonstrated by approval of each governing

body of each Party hereto. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing, duly approved and signed by the authorized representatives of both Parties.

2.3 Termination. This Agreement may be terminated for cause upon sixty (60) days advance written notice by either Party after providing written notice and giving the other Party an opportunity to cure any alleged breach.

2.4 Public Information Coordination. Public disclosure of information and related activities conducted under this Agreement may be required pursuant to the Freedom of Information Act and the Texas Public Information Act.

2.5 Hold Harmless. To the extent permitted by the Constitution and the laws of the State of Texas and subject to the limitations as to liability and damages in the Texas Tort Claims Act and without waiving its governmental immunity, each party agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused or asserted to have been caused directly or indirectly by any other party to this Agreement or any of its officers, agents or employees, or as the result of its performance under this Agreement.

2.6 Invalidity. If any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties shall use their best efforts to replace the respective provision or provisions of the Agreement with legal terms and conditions approximating the original intent of the Parties.

2.7 Notice. Any official notices by one Party to another must be in writing and be personally delivered or sent by registered or certified United States Mail, properly addressed to the respective Parties as stated below. Any other day to day communication by the Parties' staff may be by any other means of sufficient communication.

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

Brazos County
200 S. Texas Ave. Suite 332
Bryan, Texas 77803
Attn: County Judge

2.8 Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the Parties relating to the subject matter of this Agreement. No oral understandings, statements, promises, or inducements contrary to the terms of this agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any Party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

2.9 Texas Law. This Agreement has been made under and shall be governed by the laws of the State of Texas.

2.10 Venue. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

2.11 Authority to Contract. Each party has the full power and authority to enter into and perform this Agreement and the person signing this agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. The persons executing this agreement hereby represent that they have authorization to sign on behalf of their respective governmental bodies.

2.12 Waiver. Failure of any Party, at any time, to enforce the provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this agreement, any part hereof, or the right of either Party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the Party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

2.13 Multiple Originals. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

NOW THEREFORE, this Agreement is made and entered into by and between the City of College Station and Brazos County. This Agreement shall be effective when signed by the last party signing which makes the Agreement fully executed.

CITY OF COLLEGE STATION

BRAZOS COUNTY

By: _____
Nancy Berry, Mayor
Date: _____

By: _____
Duane Peters, County Judge
Date: _____

ATTEST:

City Secretary
Date: _____

ATTEST:

Karen McQueen, County Clerk
Date: _____

APPROVED AS TO FORM

City Attorney
Date: _____

APPROVED AS TO FORM

Bill Ballard, Civil Counsel
Date: _____

APPROVED

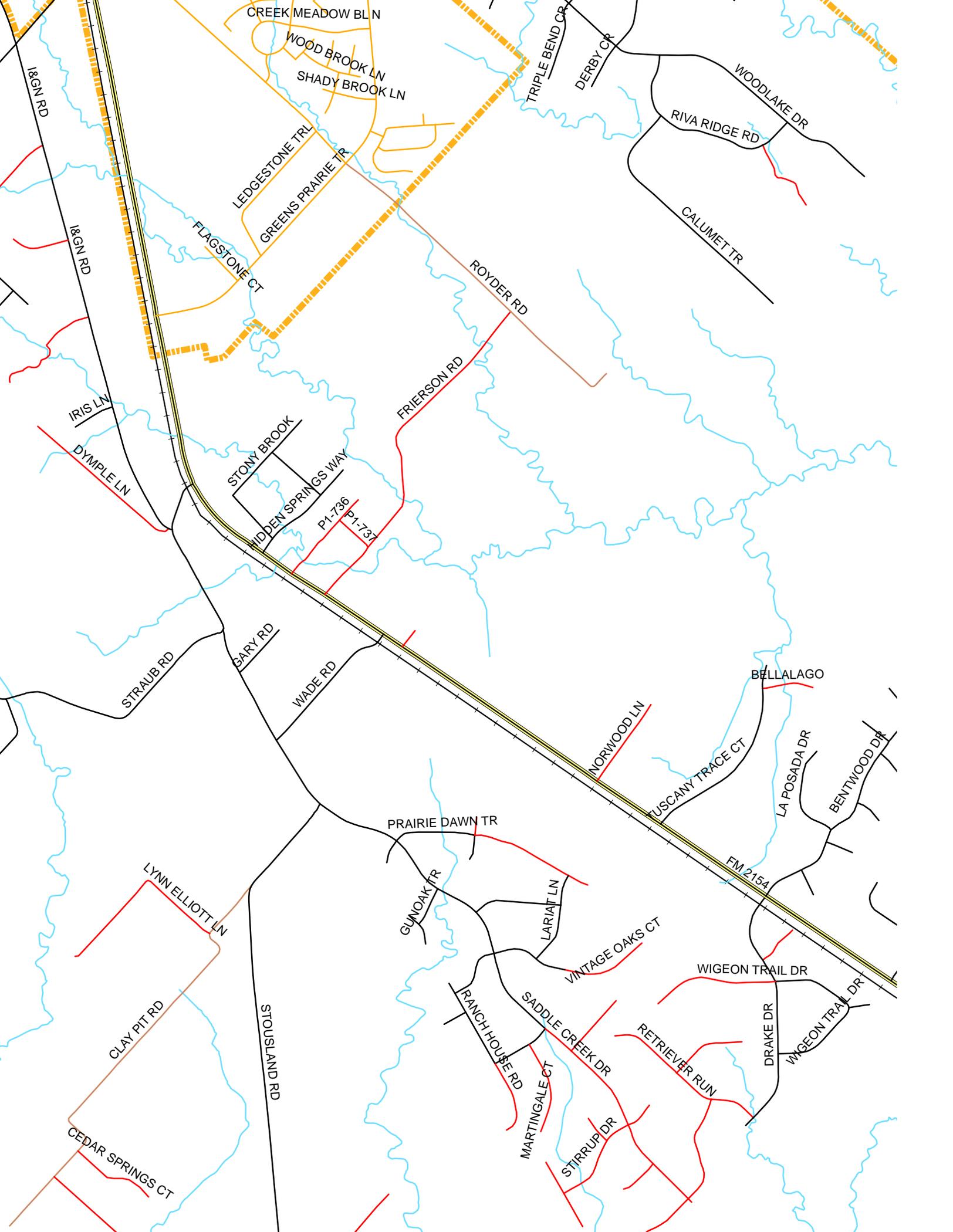
City Manager

Date: _____

Chief Financial Officer

Date: _____

Exhibit A



CREEK MEADOW BLN

WOOD BROOK LN

SHADY BROOK LN

LEDGESTONE TRL

GREENS PRAIRIE TR

FLAGSTONE CT

ROYDER RD

TRIPLE BEND CR

DERBY CR

WOODLAKE DR

RIVA RIDGE RD

CALUMET TR

I&GN RD

I&GN RD

IRIS LN

DYMPLE LN

STONY BROOK

HIDDEN SPRINGS WAY

P1-736

P1-737

FRIERSON RD

STRAUB RD

BARY RD

WADE RD

BELLALAGO

NORWOOD LN

TUSCANY TRACE CT

LA POSADA DR

BENTWOOD DR

PRAIRIE DAWN TR

GUNOAK TR

LARIAT LN

VINTAGE OAKS CT

FM 2154

LYNN ELLIOTT LN

CLAY PIT RD

STOUSLAND RD

WIGEON TRAIL DR

DRAKE DR

WIGEON TRAIL DR

RANCH HOUSE RD

SADDLE CREEK DR

RETRIEVER RUN

MARTINGALE CT

STIRRUP DR

CEDAR SPRINGS CT



Legislation Details (With Text)

File #:	16-0047	Version:	1	Name:	Quiet Zones for Greens Prairie Trail and Drake - Resolution
Type:	Resolution	Status:		Status:	Consent Agenda
File created:	1/19/2016	In control:		In control:	City Council Regular
On agenda:	1/28/2016	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on a Resolution consenting delegation of authority authorizing Brazos County to apply to the Federal Railroad Administration to seek approval for two quiet zone locations; Greens Prairie Trail and Drake and sharing the costs equally.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Consent Resolution - final CS draft 3 12 4 15.pdf Quiet Zone Area.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a Resolution consenting delegation of authority authorizing Brazos County to apply to the Federal Railroad Administration to seek approval for two quiet zone locations; Greens Prairie Trail and Drake and sharing the costs equally.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

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

Summary: This action will allow the County to administer a consultant contract for the establishment of a quiet zone at Drake and Greens Prairie Trail. This item is in conjunction with consent item 16-0016 for an Interlocal Agreement.

Budget & Financial Summary: The cost shall be shared equally between the City and County. The total cost for the consultant's scope of services will not exceed \$23,410.00. Consequently, the City's cost will not exceed \$11,705.00. Funding is budgeted and available in the Traffic Division operating fund.

Legal Review: Yes

Attachments:

1. Resolution
2. Quiet Zone Area

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, CONSENTING DELEGATION OF AUTHORITY AUTHORIZING BRAZOS COUNTY COMMISSIONERS COURT TO FILE AN APPLICATION WITH THE FEDERAL RAILROAD ADMINISTRATION TO SEEK APPROVAL FOR TWO QUIET ZONE LOCATIONS TO WIT: AT DRAKE DRIVE AT UPRR CROSSING LOCATED IN THE UNINCORPORATED AREA OF BRAZOS COUNTY AND AT GREENS PRAIRIE TRAIL AT UPRR CROSSING LOCATED WITHIN THE CITY OF COLLEGE STATION; AUTHORIZING THE EQUAL SHARING OF COSTS ASSOCIATED THEREWITH; AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER.

WHEREAS, on October 23, 2014, Union Pacific Railroad officials met with local officials including Brazos County and College Station officials, as well as residents, to discuss Union Pacific's plans to close two existing railroad crossings located at Straub Road and Wade Road in College Station and the Railroad's plans to construct a new railroad crossing at Greens Prairie Trail; and

WHEREAS, on January 13, 2015, the Brazos County Commissioners Court authorized the execution of an agreement with Union Pacific Railroad for closure of the Wade Road and Straub Road crossings (Railroad Milepost 64.66 and 65.31, Navasota Subdivision, County of Brazos, State of Texas); and

WHEREAS, the Brazos County Commissioners Court has announced plans to acquire right-of-way and construct an extension of a county road to extend from the intersection of FM 2154 and Greens Prairie Trail for approximately 868 feet to I&GN Road; and

WHEREAS, CODE OF FEDERAL REGULATIONS (CFR) 49, 222.39 allows for a public authority to establish a Quiet Zones; which includes Greens Prairie Trail and Drake Drive; and

WHEREAS, CODE OF FEDERAL REGULATIONS (CFR) 49, 222.37(a) allows for multi-jurisdictional quiet zones to be established; and

WHEREAS, a cooperative effort between City of College Station ("City") and County of Brazos in the application to the Federal Railroad Administration ("FRA") will result in a cost and time savings for both entities; now therefore

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

PART 1: That the facts and recitations set forth in the preamble of this Resolution are hereby declared true and correct.

PART 2: That the City Council hereby consents to the delegation of authority to Brazos County Commissioners for the multi-jurisdictional application to the FRA for the establishment of Quiet Zones in two locations as set forth in this Resolution.

PART 3: That the City Council hereby agrees to share costs equally for the Quiet Zone Application with the Brazos County Commissioners Court up to a total application cost of _____.

PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 28th day of January, A.D. 2016.

ATTEST:

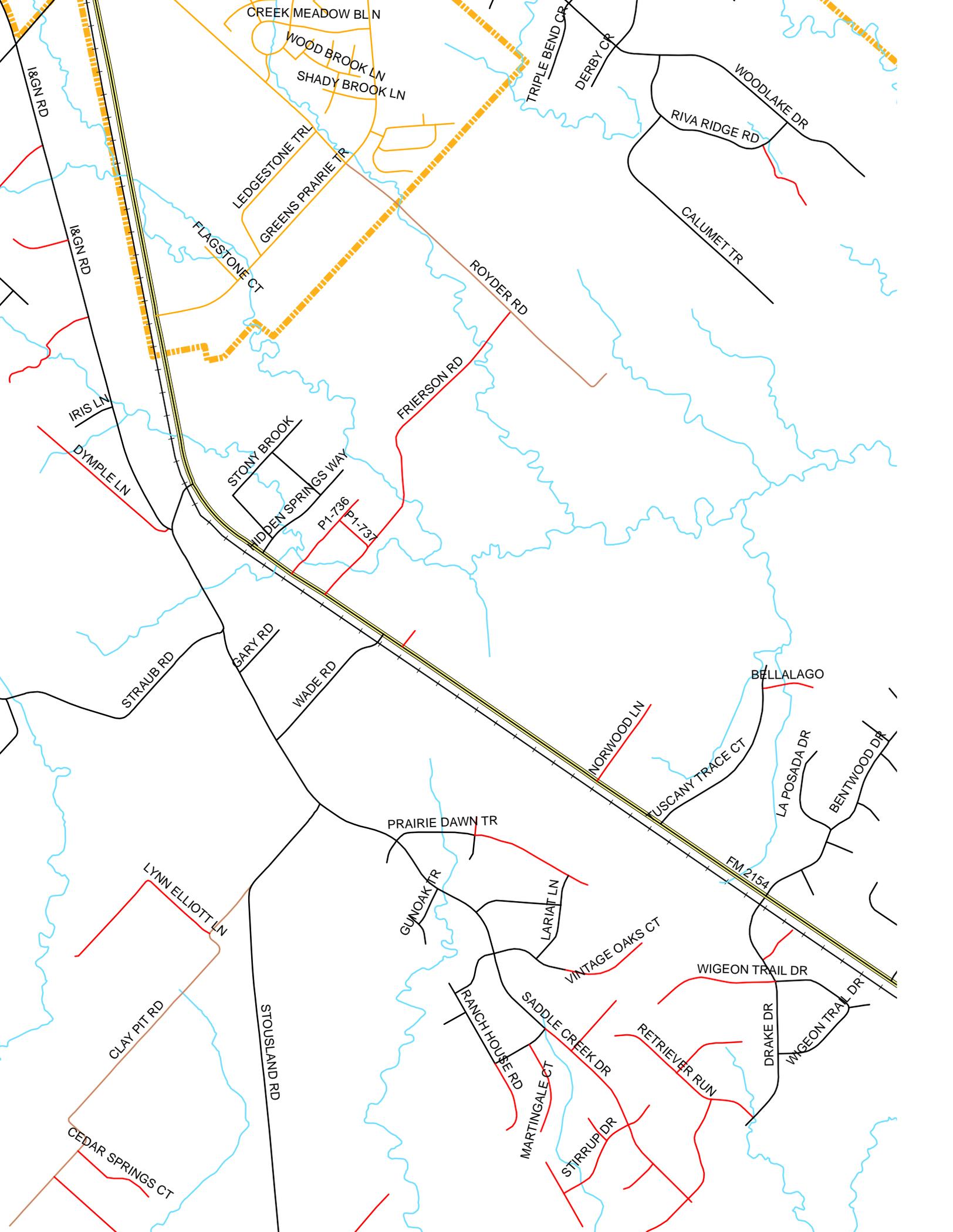
APPROVED:

City Secretary

MAYOR

APPROVED:

City Attorney



CREEK MEADOW BLN

WOOD BROOK LN

SHADY BROOK LN

LEDGESTONE TRL

GREENS PRAIRIE TR

FLAGSTONE CT

ROYDER RD

FRIERSON RD

IRIS LN

DYMPLE LN

STONY BROOK

HIDDEN SPRINGS WAY

P1-736

P1-737

STRAUB RD

BARY RD

WADE RD

BELLALAGO

NORWOOD LN

TUSCANY TRACE CT

LA POSADA DR

BENTWOOD DR

PRAIRIE DAWN TR

GUNOAK TR

LARIAT LN

FM 2154

LYNN ELLIOTT LN

CLAY PIT RD

STOUSLAND RD

RANCH HOUSE RD

SADDLE CREEK DR

VINTAGE OAKS CT

WIGEON TRAIL DR

DRAKE DR

WIGEON TRAIL DR

CEDAR SPRINGS CT

MARTINGALE CT

STIRRUP DR

RETRIEVER RUN



Legislation Details (With Text)

File #: 16-0045 **Version:** 1 **Name:** Business Security Ordinance
Type: Ordinance **Status:** Consent Agenda
File created: 1/19/2016 **In control:** City Council Regular
On agenda: 1/28/2016 **Final action:**
Title: Presentation, possible action, and discussion on a new ordinance amending Chapter 4, "Business Regulations" of the Code of Ordinances of the City of College Station, Texas, by adding section 24 "Business Security" by; providing a severability clause; declaring a penalty; and providing an effective date.
Sponsors: Billy Couch
Indexes:
Code sections:
Attachments: [Business Security Ord 1-20-16](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a new ordinance amending Chapter 4, "Business Regulations" of the Code of Ordinances of the City of College Station, Texas, by adding section 24 "Business Security" by; providing a severability clause; declaring a penalty; and providing an effective date.

Relationship to Strategic Goals:

- Good Governance
- Neighborhood Integrity
- Sustainable City

Recommendation(s): Staff recommends approval of the amendments regarding City ordinance Chapter 4 "Business Regulations."

Summary: The purpose of the proposed modification is to strengthen security for businesses more vulnerable through the use of security measures to include Security Camera Surveillance. The proposed change will provide store owners with protective measures to reduce the likelihood of becoming a victim of crime. The proposed change will further provide the police and prosecutor access to material of evidentiary value that will assist in the apprehension and prosecution of offenders who may prey on the affected businesses.

Budget & Financial Summary: N/A

Attachments:

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 4, “BUSINESS REGULATIONS” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY ADDING SECTION 24 “BUSINESS SECURITY” 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 4, “Business Regulations” of the Code of Ordinances of the City of College Station, Texas, be amended by adding Section 24 “Business Security” 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 affect 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 Five Hundred Dollars (\$500.00). 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 28th day of January, 2016.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

Exhibit “A”

That Chapter 4, “Business Regulations” of the Code of Ordinances of the City of College Station, Texas, be amended by adding Section 24 “Business Security” and is to read as follows:

Section 23. Business Security

- A. Definitions.** The following terms when used in this section shall have the below stated meanings, except where context clearly indicates a different meaning.
- 1. Convenience Goods** means basic food and drink items, household products and goods and pharmaceutical items.
 - 2. Employee** means any person who is employed in consideration of direct or indirect monetary wages, commissions, or profits, any contract employee and any other person engaged in Store operation.
 - 3. Height Strip** means markings to aid in estimating the height of suspects.
 - 4. Manager** means the person designated by the Owner to be responsible for the daily Store operation.
 - 5. Owner** means the person, individual, group, corporation, partnership, joint venture or other group enterprise licensed to do business, hold title or lease property for the operation of the Store.
 - 6. Police Department** means the College Station Police Department.
 - 7. Security Camera Surveillance** means a system of cameras designed to capture and store video data in a Store for security purposes.
 - 8. Store** means a convenient store or gas station selling Convenience Goods and a liquor store containing less than 10,000 square feet of retail sales space.

B. Registration of Stores.

1. **Registration.** All Stores must register with the Police Department. No fee will be charged for the registration.
2. **Inspection.** Stores will be inspected by the Police Department to ensure compliance.
3. **Application.** The Store Owner shall register by providing the Police Department the following information on an application form approved by the City:
 - a. The name, telephone number, facsimile number and email address.
 - b. Business or residence address of the Owner.
 - c. If the Owner is a corporation, whether foreign or domestic, the name of the registered agent of the Owner and the telephone number and facsimile number, email address and business or residence address of the registered agent, which address information shall include the street name and number, office or suite number if a business address, and the city, state, and zip code.
 - d. The nature and extent of the Owner's interest in the property.
 - e. The name, telephone number, facsimile number, email and business or residence address, including street name and number, city, state and zip code, of the current Manager and, if the Manager is other than an individual, the name, title, telephone number, facsimile number and business or residence address, including street name and number, city, state and zip code, of the individual to be contacted for any purpose under this article relating to the convenience store.
 - f. The use of a public or private post office box or other non-physical similar address shall not be sufficient for the purposes of complying with this subsection.
4. **Change in Ownership.** Any Store ownership change, including, but not limited to, the sale of the store or any ownership interest therein, shall require the purchaser or transferee to update the registration information and to file the updated information with the Police Department within thirty (30) days of the effective date of the ownership change. The same requirement shall apply to any change relating to the Owner's registered agent and manager. A prior Owner shall advise the Police Department he no longer holds any ownership interest in the property.

5. **New Stores.** The Owner of a newly constructed, remodeled or established Store shall comply with this section within thirty (30) days of receiving their certificate of occupancy.
6. **Application Acceptance.** After a Store Owner complies with the provisions of this section, the Police Department will provide the Store:
 - (1) A registration compliance decal or sign to be displayed conspicuously at a public entrance door to the Store.
 - (2) A registration statement to be displayed conspicuously at a public entrance door to the Store.
7. Compliance with the requirements of this section shall be deemed to meet the requirements of 250.003 and 250.004 of the Texas Local Government Code.

C. Store Owner and Manager Requirements.

1. **Store Owners shall:**
 - a. Have and maintain in an operable condition Security Camera Surveillance monitoring, recording and storage equipment in the Store.
 - b. Maintain and back up all Security Camera Surveillance data for twenty-one (21) days.
 - c. Understand operation and retrieve data from the Security Camera Surveillance System.
 - d. Post readable signage in a conspicuous place at all public points of entry and exit indicating Security Camera Surveillance is used at the Store.
 - e. Provide any law enforcement agency investigating a crime a copy of the Security Camera Surveillance data and full access to the Security Camera Surveillance system immediately or as soon as practical upon law enforcement's request.
 - f. Properly train Managers how to use and retrieve data from the Security Camera Surveillance system.
 - g. Install and maintain a Height Strip and all signage required by this section.

2. Store Managers shall:

- a. Understand how to use and retrieve data from the Security Camera Surveillance System.
- b. Assist the Store Owner their superiors to ensure Security Camera Surveillance monitoring, recording and storage equipment is in operation and functional at all times, even during times the store is closed.
- c. Report nonfunctioning Security Camera Surveillance monitoring, recording or storage equipment immediately to their superior and the Owner.
- d. Provide any law enforcement agency investigating a crime a copy of the Security Camera Surveillance data and full access to the Security Camera Surveillance system immediately or as soon as practical upon law enforcement's request.

D. Security Camera Surveillance Locations.

1. **Points of Entry and Exit.** Cameras shall be located at all public entrances and exits to capture clear frames of individual's faces.
2. **Point of Sale Locations.** Cameras shall be located at all point of sale locations to capture the cash register, money drawer, credit transaction area to capture clear frames of individual's faces on both sides of the counter, register or money drawer.
3. **Fuel Pump Area.** Cameras shall be located in a position to capture fuel pump areas.

E. Security Camera Surveillance Equipment Requirements.

1. **Security Surveillance Cameras must:**
 - a. Record in a digital color format and in high-resolution.
 - b. Display the correct date and time of the recording.
 - c. Capture clear images in darkness or low lighting.
2. Data captured on the Security Camera Surveillance system hard drive, server or cloud storage system must be in a retrievable format and must be able to be retrieved on an external device and must retain the highest resolution for a stored file.

- 3.** The data provided must contain the appropriate software, viewer or codec is necessary for playing the video on a system other than the parent Security Camera Surveillance system and computers.

4. Security Camera Surveillance system and computer hard drive, server, or cloud storage system must have enough storage space to store twenty-one (21) days of recorded data and must be capable of a system back up.

F. Safe.

1. A Store Owner shall have a safe on the premises to keep the amount of cash available to employees to a minimum.
2. A Store Owner shall have a cash accountability policy mandating the maximum amounts of cash that can be kept in cash registers.
3. A Store Owner shall have posted at all public exits and entrances conspicuous signs stating employees cannot open the safe and employees have minimal cash on hand.

G. Security Signs and Height Strips.

1. **Security Signs.** A Store Owner shall have posted at all public exits and entrances, front, sides and rear of the Store “No Loitering” and “No Trespassing” signs in lettering two inches or larger.
2. **Height Strips.** A Store Owner shall have Height Strips posted at all public exits.

H. Alarm System.

1. A Store Owner shall have a silent panic or holdup alarm system on premises. This system shall, at a minimum, include a panic button located within reach of the cash register and out of view of the customer. The panic button will generate an alarm signal indicating a holdup or other life-threatening emergency requiring an emergency response.
2. A Store Owner shall have posted at all public exits and entrances signs indicating a security alarm system is in use by the Store.

I. Trespass Affidavit.

A Store Owner shall execute a trespass affidavit as promulgated by the Police Department in order to enforce all applicable trespass laws on the Owner's at the Store. A true and correct copy of the trespass affidavit shall be posted at the convenience store at all times in a conspicuous place accessible at all times to the public.

J. Violation.

1. It is unlawful for any person, Owner or Manager to violate the provisions of this ordinance.
2. Any Person, Owner, Employee, Manager or Supervisor not in compliance or in violation with this ordinance shall be an offense punishable as provided in Chapter 1 Section 5 of this Code of Ordinances.



Legislation Details (With Text)

File #: 16-0049 **Version:** 2 **Name:** Presentation, possible action and discussion on a resolution prohibiting the open carry of handguns by a license holder pursuant to Penal Code Section 30.07 at all City governmental entity meetings subject to Chapter 551, Government Code and presentation,

Type: Minutes **Status:** Consent Agenda

File created: 1/20/2016 **In control:** City Council Regular

On agenda: 1/28/2016 **Final action:**

Title: Presentation, possible action and discussion on a resolution prohibiting the open carry of handguns by a license holder pursuant to Penal Code Section 30.07 at all City governmental entity meetings subject to Chapter 551, Government Code and presentation, possible action and discussion on a resolution delegating authority as the property owner of all City buildings and facilities to the City Manager and his designee and delegating authority to the City Manager and his designees to enact a trespass policy to exclude trespassers from City buildings and facilities.

Sponsors: Aubrey Nettles

Indexes:

Code sections:

Attachments: [Crim Trespass Resolution 1-22-16.pdf](#)
[Open Carry Resolution 1-22-16.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion on a resolution prohibiting the open carry of handguns by a license holder pursuant to Penal Code Section 30.07 at all City governmental entity meetings subject to Chapter 551, Government Code and presentation, possible action and discussion on a resolution delegating authority as the property owner of all City buildings and facilities to the City Manager and his designee and delegating authority to the City Manager and his designees to enact a trespass policy to exclude trespassers from City buildings and facilities.

Relationship to Strategic Goals: (Select all that apply)

- Good Governance

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

Summary:

Budget & Financial Summary: N/A

Attachments:

- Crim Trespass Resolution 1-22-16
- Open Carry Resolution 1-22-16

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS (CITY), DELEGATING AUTHORITY AS THE PROPERTY OWNER OF CITY BUILDINGS AND FACILITIES TO THE CITY MANAGER AND HIS DESIGNEES AND AUTHORIZING THE CITY MANAGER AND HIS DESIGNEES TO ENACT AND ENFORCE A TRESPASS POLICY TO EXCLUDE TRESPASSERS AT ALL CITY BUILDINGS AND FACILITIES.

WHEREAS, the City recognizes a duty to be a responsible steward of City buildings and facilities; and

WHEREAS, the City desires to provide the public and City staff at City buildings and facilities an environment free from unlawful and disruptive people and activities interfering with City and public business and activities to the extent permitted by law; and

WHEREAS, the City believes it is in the best interest of the public and City staff for public safety, to provide a trespass policy under the authority of the City Manager to exclude unlawful and disruptive activities and persons from City buildings and facilities while being within the restraints of the First Amendment to the U.S. Constitution; now, therefore:

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

PART 1: That the City Council is the owner of City buildings and facilities.

PART 2: That the City Council hereby authorizes and delegates authority to act on its behalf as owner of City buildings and facilities to the City Manager and his designees.

PART 3: That the City Manager and his designees as authorized property owners of City buildings and facilities have authority to enact and enforce a trespass policy excluding criminal trespassers, trespassers, and any persons engaging in disruptive, illegal or harmful activities from City buildings and facilities.

PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 28th day of January, 2016.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS (CITY), AUTHORIZING THE CITY MANAGER AND HIS DESIGNEES TO POST WRITTEN COMMUNICATION AND GIVE NOTICE ACCORDING TO PENAL CODE SECTIONS 30.007 AND 46.035 AT ALL CITY GOVERNMENTAL ENTITY MEETINGS SUBJECT TO GOVERNMENT CODE CHAPTER 551, PROHIBITING THE OPEN CARRY OF HANDGUNS BY LICENSE HOLDERS.

WHEREAS, the City recognizes the statutory rights of those licensed to carry a handgun in the State of Texas; and

WHEREAS, the Texas Legislature has given the City the authority in Penal Code Section 46.035 to prohibit open carry of handguns by licensed holders in meetings of governmental entities subject to Government Code Chapter 551; and

WHEREAS, the City desires to delegate the authority to the City Manager to post written communication and give notice according to Penal Code Section 30.007 and Section 46.035 at all City governmental entity meetings subject to Government Code Chapter 551 prohibiting the open carry of handguns by license holders; now, therefore:

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

- PART 1:** That the City Council is the owner of City buildings and facilities.
- PART 2:** That the City Council hereby authorizes and delegates authority to act on its behalf as owner of City buildings and facilities to the City Manager and his designees.
- PART 3:** That the City Council hereby authorizes the City Manager City Manager and his designees to enact, post and enforce written communication and give notice according to Penal Code Sections 30.007 and 46.035 at all City governmental entity meetings subject to Government Code Chapter 551 prohibiting the open carry of handguns by license holders.
- PART 4:** That this resolution shall take effect immediately from and after its passage.

ADOPTED this 28th day of January, 2016.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney



Legislation Details (With Text)

File #: 15-0783 **Version:** 4 **Name:** Special Event Parking
Type: Ordinance **Status:** Agenda Ready
File created: 12/30/2015 **In control:** City Council Regular
On agenda: 1/28/2016 **Final action:**

Title: Public hearing, presentation, possible action, and discussion regarding an amendment to Chapter 4, "Business Regulations," Section 4-4.G Chapter 10, "Traffic Code," Section 10-4, "Administrative Adjudication of Parking Violations," Subsection E "Parking Regulations for Certain Described Areas," and Chapter 12, "Unified Development Ordinance," Section 7.3.E "Requirements Apply to All Parking Areas," of the Code of Ordinances of the City of College Station, Texas, regarding parking for special events.

Sponsors: David Schmitz

Indexes:

Code sections: Sec. 10-4. - Administrative adjudication of parking violations., Sec. 12-7.3. - Off-Street Parking Standards.

Attachments: [Memo](#)
[Ch 10 Amendment \(MAP\).pdf](#)
[Chapter 4-4 Amendment \(MAP\).pdf](#)
[Ch 12 Amendment \(MAP\).pdf](#)

Date	Ver.	Action By	Action	Result
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Public hearing, presentation, possible action, and discussion regarding an amendment to Chapter 4, "Business Regulations," Section 4-4.G Chapter 10, "Traffic Code," Section 10-4, "Administrative Adjudication of Parking Violations," Subsection E "Parking Regulations for Certain Described Areas," and Chapter 12, "Unified Development Ordinance," Section 7.3.E "Requirements Apply to All Parking Areas," of the Code of Ordinances of the City of College Station, Texas, regarding parking for special events.



MEMORANDUM

January 7, 2015

TO: Members of the Planning & Zoning Commission

FROM: Aubrey Nettles

SUBJECT: Special Event Parking – Unified Development Ordinance Amendment

Public hearing, presentation, possible action, and discussion regarding an amendment to Chapter 4, "Business Regulations," Section 4-4.G Chapter 10, "Traffic Code," Section 10-4, "Administrative Adjudication of Parking Violations," Subsection E "Parking Regulations for Certain Described Areas," and Chapter 12, "Unified Development Ordinance," Section 7.3.E "Requirements Apply to All Parking Areas," of the Code of Ordinances of the City of College Station, Texas, regarding parking for special events.

Relationship to Strategic Goals: (Select all that apply)

- Good Governance

Recommendation(s): Staff recommends approval of the amendments

Summary: In certain cases, special event parking on grass areas becomes necessary in order to reduce congestion and ensure public safety. This potential ordinance change has been discussed informally for previous events, particularly for the 2014-2015 Games of Texas, where a high volume of vehicles parked in the areas surrounding College Station High School. Due to both the Games of Texas event returning in 2018-2019, as well as the potential for alternative parking solutions to become necessary, this ordinance change is being suggested. The amendments would allow groups to request an exception to the parking ordinance and allow special event parking on grass areas. Any group requesting this exception would be required to be permitted through the City's Special Event process and have their exception approved by the City Manager or his designee.

Budget & Financial Summary: N/A

Attachments:

1. Chapter 10 Amendment
2. Chapter 4-4 Amendment
3. Chapter 12 Amendment

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", SECTION 10-4 "ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS", SUBSECTION (D) "PARKING REGULATIONS FOR CERTAIN DESCRIBED AREAS", PARAGRAPH (2) OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, PERTAINING TO TEMPORARY PARKING FOR CITY EVENTS AND SPECIAL EVENTS; 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 10-4 "Administrative Adjudication of Parking Violations", Subsection E, "Parking regulations for certain described areas," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

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

PASSED, ADOPTED and APPROVED this 28th day of January, 2016.

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

ORDINANCE NO. _____

Page 2 of 3

City Attorney

EXHIBIT "A"

That Chapter 10, "Traffic Code", Section 10-4 "Administrative Adjudication of Parking Violations", Subsection (E) "Parking regulations for certain described areas," Paragraph (2), is hereby amended in its entirety as follows:

(2) The City Manager or his designee may temporarily allow parking where parking is currently prohibited by City ordinance as part of a City event or Special Event as defined elsewhere in this Code, or anytime when determined necessary for the safety of the general public.

When temporary on-street parking is allowed as set forth above, the existing No Parking Here to Corner or No Parking Anytime signs shall be removed or otherwise altered to provide such notice to citizens. Signs shall not be removed or otherwise altered for more than a consecutive seventy-two-hour period.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 4, "BUSINESS REGULATIONS", SECTION H. "APPROVAL OF APPLICATION," OF THE CODE OF ORDINANCES, CITY OF COLLEGE STATION, TEXAS, BY ADDING PARAGRAPH (9) OF SUBSECTION (G) OF SECTION 4-4 AS SET OUT BELOW RELATING TO APPROVAL OF SPECIAL EVENT PARKING; 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 4, "BUSINESS REGULATIONS," Section 4-4. G. of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibits "A", attached hereto and made a part of this ordinance for all purposes.
- PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, 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 28th day of January, 2016.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

ORDINANCE NO. _____

Page 2 of 3

EXHIBIT "A"

That Chapter 4, "BUSINESS REGULATIONS", Section 4-4, "Carnivals, circuses, menageries, sideshows, concessions, and special events", Subsection G, "Conditions of permit" of the Code of Ordinances, City of College Station, Texas, is hereby amended by adding Paragraph (9) as follows:

- (9) Compliance with any and all other applicable rules and regulations, including food vendor permits, temporary parking approval, park permit, etc.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 7.3.E., "REQUIREMENTS APPLY TO ALL PARKING AREAS," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING THE APPLICABILITY OF REQUIREMENTS FOR TEMPORARY PARKING 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 12, "Unified Development Ordinance," Section 7.3.E., "Requirements Apply to All Parking Areas," 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) 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 28th day of January, 2016.

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," Section 7.3 "Off-Street Parking Standards, Subsection 7.3.E., "Requirements Apply to All Parking Areas," of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

E. Requirements Apply to All Parking Areas.

Every parcel of land hereafter used as a public parking area, including commercial parking lots, visitor parking areas for single-family and townhouse uses, and parcels used for open-air sales lots, shall be developed and maintained in accordance with the requirements in this Section and as described in the City of College Station Site Design Standards. The requirements in this Section do not apply to overflow parking for churches, nor to temporary overflow parking for City events and temporary parking for special events.



Legislation Details (With Text)

File #:	16-0036	Version:	1	Name:	PDD Rezoning - 5014 Raymond Stotzer Parkway
Type:	Rezoning	Status:		Status:	Agenda Ready
File created:	1/14/2016	In control:		In control:	City Council Regular
On agenda:	1/28/2016	Final action:		Final action:	
Title:	Public hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to PDD Planned Development District for approximately 5.65 acres being situated in the John H. Jones League, Abstract # 26, Brazos County, Texas, and being the same tract called 5.65 acres described in deeds to Gloria S. Mamaliga recorded in Volume 1166, Page 275, and Volume 1166, Page 278, Official Records, Brazos County, Texas, and also being the same tract of land conveyed to Switzer L. Deason by deed recorded in Volume 8538, Page 107, Official Records, Brazos County, Texas, generally located at 5014 Raymond Stotzer Parkway, more generally located along State Highway 47 Frontage Road between Burgess Lane and Health Science Center Parkway. Case # REZ2015-000027				
Sponsors:	Mark Bombek				
Indexes:					
Code sections:					
Attachments:	Background Information Aerial and Small Area Map Ordinance				

Date	Ver.	Action By	Action	Result
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Public hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to PDD Planned Development District for approximately 5.65 acres being situated in the John H. Jones League, Abstract # 26, Brazos County, Texas, and being the same tract called 5.65 acres described in deeds to Gloria S. Mamaliga recorded in Volume 1166, Page 275, and Volume 1166, Page 278, Official Records, Brazos County, Texas, and also being the same tract of land conveyed to Switzer L. Deason by deed recorded in Volume 8538, Page 107, Official Records, Brazos County, Texas, generally located at 5014 Raymond Stotzer Parkway, more generally located along State Highway 47 Frontage Road between Burgess Lane and Health Science Center Parkway. Case # REZ2015-000027

Relationship to Strategic Goals:

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

Recommendation(s): The Planning and Zoning Commission considered this item at their January 7, 2016 meeting. The Commission voted unanimously to recommend approval of the applicants request with staff's recommendation to limit the size of the permitted retail sales use to a maximum of 15,000 square feet.

Summary: This request is to rezone the subject property from R Rural to PDD Planned Development District with a base zoning district of BP Business Park. This request is being made as a step toward developing a mixed-use office complex. The Unified Development Ordinance provides the following review criteria for zoning map amendments:

REVIEW CRITERIA

- 1. Consistency with the Comprehensive Plan:** The subject lot is designated Business Park on the Comprehensive Plan Future Land Use and Character Map and is also located in Presidential Corridor Gateway District. With easy access to Easterwood Airport and being in close proximity to the recently built Health Science Center as part of the Texas A&M University System, this Gateway District should be accommodating business including research and development, office, and light industrial. These uses should build on the assets existing in the area while protecting and enhancing this primary gateway into the City. The proposed development is consistent with the allowable land uses for Presidential Corridor Gateway District and also with surrounding future land use designations.
- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The existing R Rural zoning allows for large lot residential and/or agricultural uses, which is not compatible or supportive of more intense development that is anticipated for the area. Given the property's close proximity to the BioCorridor Planned Development District, this area is expected to contain uses that support the investments made within the District. An R Rural zoning designation does not support the planned growth.
- 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 land uses permitted through this PDD are those allowed in BP Business Park with the addition of education facilities, college and university, educational facility- indoor instruction, hotels, restaurant, day care (commercial), Nightclub, Bar or Tavern, permitted with a Conditional Use Permit, and retail sales and service. The additional uses are uses that would be seen more in a General Commercial zoning district as they are services that would serve the larger region. While the BP Business Park designation is intended for more industrial, research and development or office development activity, the additional uses are appropriate as they support the uses planned in the BioCorridor PDD and the property's frontage along State High 47 and Raymond Stotzer Parkway. Staff recommends a maximum size of 15,000 square feet on retail sales uses based upon past feedback from the City Council regarding property that surrounds the BioCorridor PDD. While some allowance for small scale retail/sales to support the district and the immediate is appropriate, the 15,000 square feet limit would prevent 'big box' retailers. The intent of the area surrounding the BioCorridor District is to help preserve and support the district by providing similar and supplementary uses that focus on research and development, manufacturing, office uses, and other additional uses that would serve those that live and work in the area.
- 4. Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The property is currently zoned R Rural. The current zoning district is suitable for the property given the similar zonings

and uses of nearby property. However, this is one of the first rezoning's requested in the area outside of the BioCorridor PDD. While R Rural is suitable with the current land uses the area is expected to see continued change moving forward.

- 5. Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The property can currently be marketed under the existing R Rural zoning district. However, the applicant has stated that the use is not appropriate or feasible for this property knowing the current development happening on nearby property and the anticipated change in development pattern for the area.

- 6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** There is an existing 18-inch water main to the northeast of the property, which will need to be extended to and through the property to provide water service. The sanitary service for this property will be provided by the City of Bryan. Drainage and other public infrastructure required with site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines. Existing infrastructure appears to be adequate for the proposed use at this time. Access to the site will be available via State Highway 47 Frontage Road. Considering the proposed uses a Traffic Impact Analysis (TIA) may be required with the site development of this property.

REVIEW OF CONCEPT PLAN

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

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

injurious to properties or improvements in the vicinity; and

7. The development will not adversely affect the safety and convenience of vehicular, bicycle, or pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonably anticipated in the area considering existing zoning and land uses in the area.

General: The proposed Concept Plan includes uses permitted through BP Business Park with the addition of education facilities, college and university, educational facility- indoor instruction, hotels, restaurant, and retail sales and service as permitted uses. The development will follow all requirements of BP Business Park zoning district with buildings ranging in height from 20 feet to 72 feet following the Easterwood Airport height restrictions.

Permitted Uses:

- Education Facilities
- College and University
- Education Facilities- indoor instruction
- Hotels
- Restaurant
- Day care- commercial
- Nightclub, bar, or tavern- with conditional use permit
- Retail, Sales, and Service- limited to 15,000 square feet
- Uses permitted under BP Business Park zoning

Base Zoning and Meritorious Modifications

At the time of site plan, the project will need to meet all applicable site development standards and platting requirements of the Unified Development Ordinance for the BP Business Park zoning, except where meritorious modifications are granted with the PDD zoning. The applicant is requesting the following meritorious modification:

Allowing education facilities, college and university, educational facility- indoor instruction, hotels, day care-commercial, nightclub, bar or tavern permitted with a conditional use permit, restaurant, and retail sales and service as permitted uses.

Community Benefits

The applicant has listed the following as community benefits proposed by the development that will offset the modifications requested under the PDD Planned Development District:

The additional land uses are necessary to provide all the land uses necessary to create the mixed use development desired for the BioCorridor District.

Budget & Financial Summary: N/A

Attachments:

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

NOTIFICATIONS

Advertised Commission Hearing Date: January 7, 2016
Advertised Council Hearing Date: January 28, 2016

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

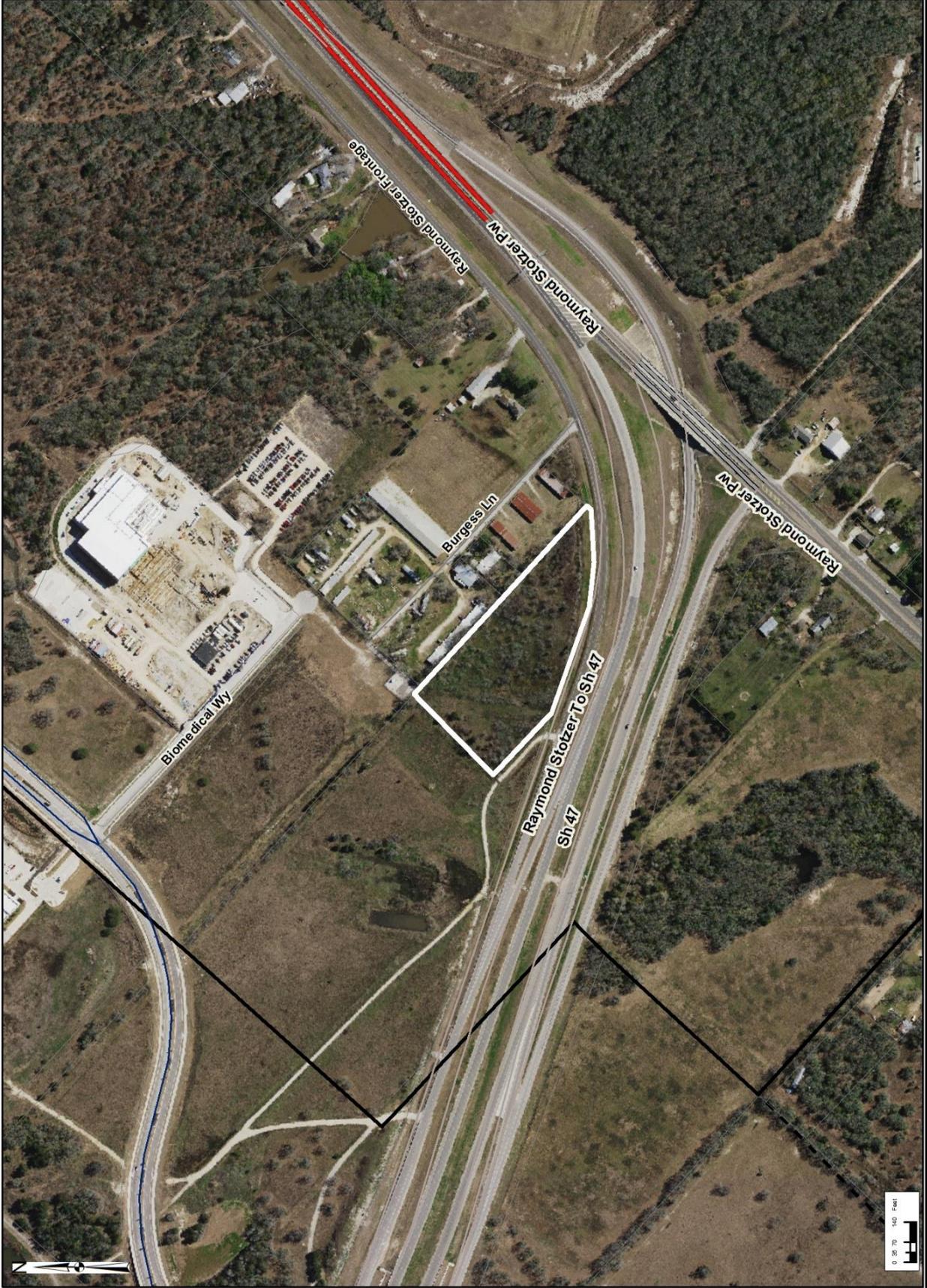
Property owner notices mailed: 8
Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: None at the time of this report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Business Park	R Rural	Vacant
South (Across Raymond Stotzer)	Business Park	R Rural	Vacant
East	Business Park	R Rural	Mobile Home and storage buildings
West (Across SH 47)	Business Park	R Rural	Vacant

DEVELOPMENT HISTORY

Annexation: June 1995
Zoning: A-O Agricultural Open upon annexation renamed R Rural in 2013
Final Plat: N/A
Site development: Vacant



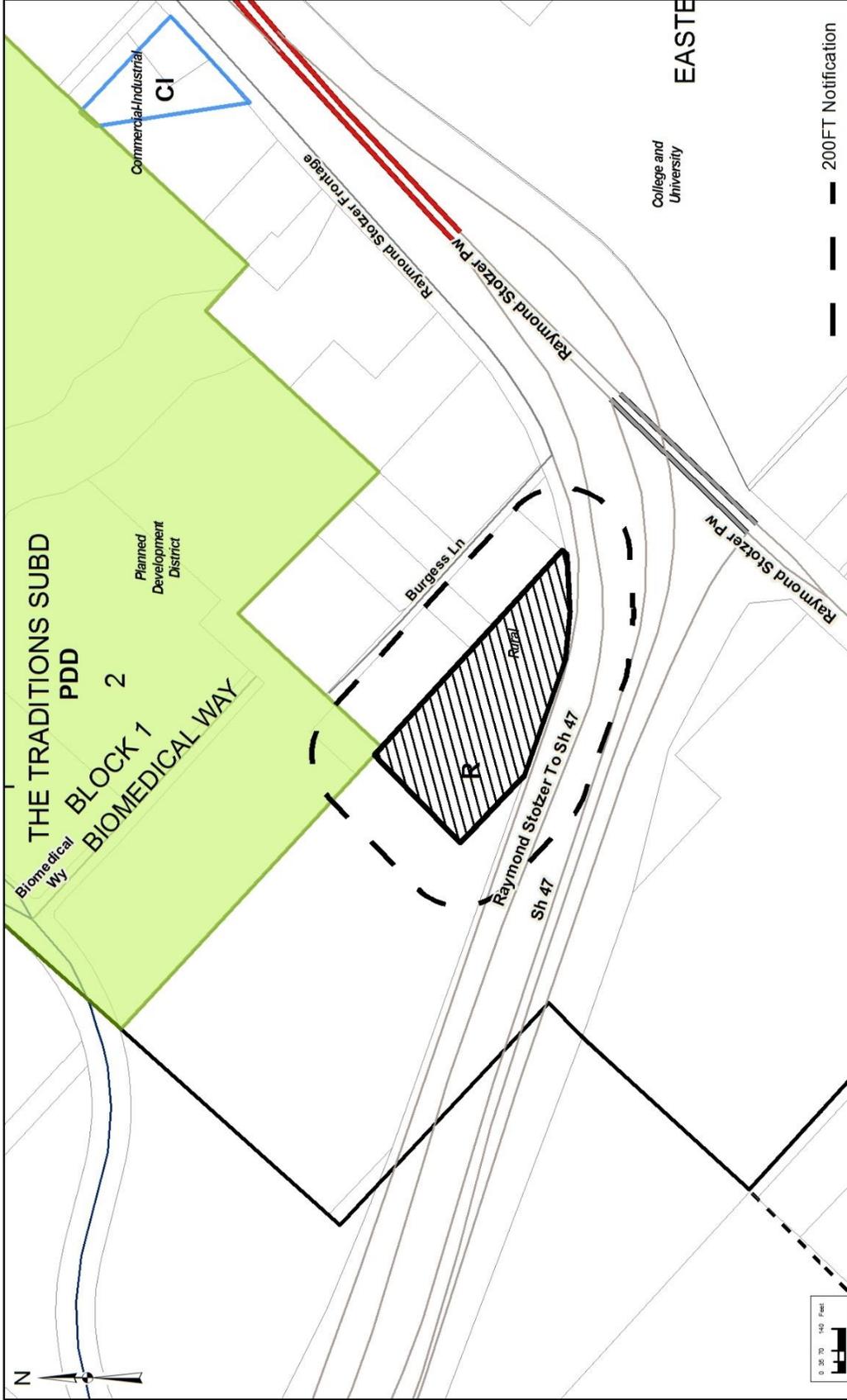
REZONING

Case: REZ2015-000027

RAYMOND STOTZER PKWY

DEVELOPMENT REVIEW





Zoning Districts

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

200FT Notification

--- 200FT Notification



DEVELOPMENT REVIEW

RAYMOND STOTZER PKWY

REZONING

Case: REZ2015-000027

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 5.591 ACRES FROM R RURAL TO PDD PLANNED DEVELOPMENT DISTRICT, BEING SITUATED IN THE JOHN H. JONES LEAUGE, ABSTRACT NUMBER 26, BRAZOS COUNTY TEXES, AND BEING THE SAME TRACT CALLED 5.56 ACRES DESCRIBED IN DEEDS TO GLORIA S. MAMALIGA RECORDED IN VOLUME 1166, PAGE 275, AND VOLUME 1166, PAGE 278, OFFICAL RECORDS OF BRAZOS COUNTY, TEXAS, AND ALSO BEING THE SAME TRACT CONVEYED TO SWITZER L. DEASON BY DEED RECORDED IN VOLUME 8538, PAGE 107, OFFICIAL RECORDS OFBRAZOS COUNTY, TEXAS, AS FURTHER DESCRIBED 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 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" and Exhibit "D", attached hereto and made a part of this ordinance for all purposes.
- PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 28th day of January, 2016

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 PDD Planned Development District:

GALINDO ENGINEERS AND PLANNERS, INC.

3833 South Texas Ave., Suite. 213 Bryan, TX 77802 979-846-8868
 Firm Licenses: Engineering F-1799, Surveying 100268-00

5-13

EXHIBIT A
STATE HIGHWAY 47
5.591 ACRES
JOHN H. JONES LEAGUE, A-26
COLLEGE STATION, BRAZOS COUNTY, TEXAS

Being a **5.591-acre** tract or parcel of land lying and being situated in the John H. Jones League, Abstract # 26, Brazos County, Texas, and being the same tract called 5.65 acres described in deeds to Gloria S. Mamaliga recorded in Volume 1166, Page 275, and Volume 1166, Page 278, Official Records, Brazos County, Texas, and also being the same tract of land conveyed to Switzer L. Deason by deed recorded in Volume 8538, Page 107, Official Records, Brazos County, Texas and said **5.591-acre** tract being more particularly described as follows:

BEGINNING at a capped iron rod found marking the easternmost corner of a called 20.5424-acre tract of land conveyed to the Camwest Traditions LP by deed recorded in Volume 8555, Page 167, Official Records, Brazos County, Texas, said rod also lying on the southwestern boundary line of a 142.089-acre tract of land conveyed to Bryan Commerce & Development Inc., by deed recorded in Volume 4023, Pages 71 and 91, Official Records, Brazos County, Texas;

THENCE S 45°21'35" E along the southwestern boundary line of the said 142.089-acre Bryan Commerce & Development, Inc. tract and continuing along the southwestern boundary line of a 2.0-acre tract of land conveyed to the WP-47 Development, LTD in deed recorded in Volume 4561, Page 39, Official Records, Brazos County, Texas, as well as the southwestern boundary line of a 3.0-acre tract conveyed to E. Arlen Crouch in deed recorded in Volume 365, Page 249, Deed Records, Brazos County, Texas, for a total distance of 852.42' to a capped iron rod found on the current northeastern right-of-way line of State Highway 47, a variable-width limited-access State of Texas public right of way;

THENCE N 87°34'15" W, along said current SH-47 northeast right-of-way line, for a distance of 290.01' to a found TXDOT concrete monument;

THENCE N 76°24'06" W, continuing along said current SH-47 northeast right-of-way line, for a distance of 300.00' to a capped iron rod found;

THENCE N 69°35'25" W, continuing along said current SH-47 northeast right-of-way line, for a distance of 117.32' to a found TXDOT concrete monument, said monument marking the southernmost corner of said Camwest Traditions tract called 20.5424-acre;

THENCE N 44°35'42" W, along a northeastern boundary line of said Camwest Traditions tract called 20.5424-acre, for a distance of 295.81', to a capped iron rod found marking an interior corner of said TMAC tract;

THENCE N 47°51'56" E, along the southeastern boundary line of said Camwest Traditions tract called 20.5424-acre, for a distance of 394.37', to the **POINT OF BEGINNING** containing **5.591-acre** of land more or less.

Note: Bearing source is description recorded in Volume 1166, Page 275, Official Records, Brazos County, Texas.



Christian A. Galindo, P.E. # 53425, R.P.L.S. # 4473

April 4, 2013

Copyright 2013 Christian A. Galindo

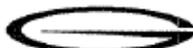


EXHIBIT “B”

General Notes:

The base zoning districts and land uses for this property are as follows:

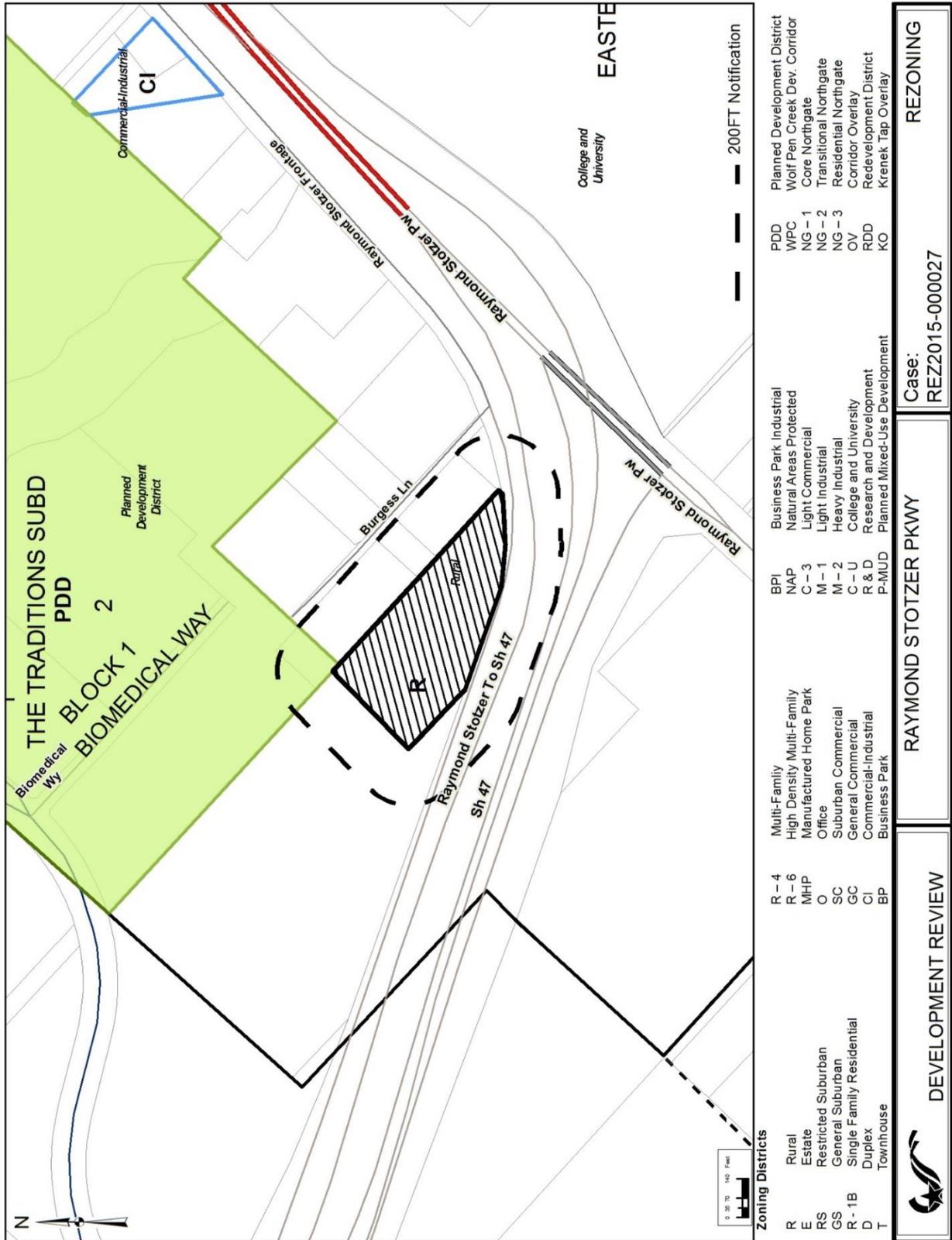
1. Use – UDO Section 12-6.3.C “Use Table”: The BP Business Park zoning district is the base district for uses for the development with the following being added as permitted uses.

- Education Facilities
- Education Facilities- Indoor Instruction
- College and University
- Hotels
- Restaurant
- Day Care- Commercial
- Nightclub, bar, or tavern- with conditional use permit (CUP)
- Retail, Sales, and Service
- Uses permitted under BP Business Park

Additional Conditions

1. Retail, Sales, and Services uses will be restricted to 15,000 square feet

EXHIBIT "D" – Small Area Map





Legislation Details (With Text)

File #:	16-0039	Version:	1	Name:	PUE Abandonment - Lemon Tree Addition, Block 3, Lots 13 & 14
Type:	Ordinance	Status:			Agenda Ready
File created:	1/14/2016	In control:			City Council Regular
On agenda:	1/28/2016	Final action:			
Title:	Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 0.091 acre portion of a 20-foot public utility easement that diagonally crosses Lot 13 and Lot 14, Block 3 of the Lemon Tree Addition according to the plat recorded in Volume 371, Page 121 of the Deed Records of Brazos County, Texas.				
Sponsors:	Carol Cotter				
Indexes:					
Code sections:					
Attachments:	Vicinity Map Location Map Ordinance Ordinance Exhibit A				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 0.091 acre portion of a 20-foot public utility easement that diagonally crosses Lot 13 and Lot 14, Block 3 of the Lemon Tree Addition according to the plat recorded in Volume 371, Page 121 of the Deed Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Good Governance
- Core Services and Infrastructure
- Diverse Growing Economy

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

Summary: This public utility easement abandonment accommodates future development of the subject property. There are no public or private utilities within the subject portion of the easement to be abandoned.

The 0.091 acre, 20-foot wide public utility easement to be abandoned, diagonally crosses Lot 13 and Lot 14, Block 3 of the Lemon Tree Addition according to the plat recorded in Volume 371, Page 121 of the Deed Records of Brazos County, Texas.

Budget & Financial Summary: N/A

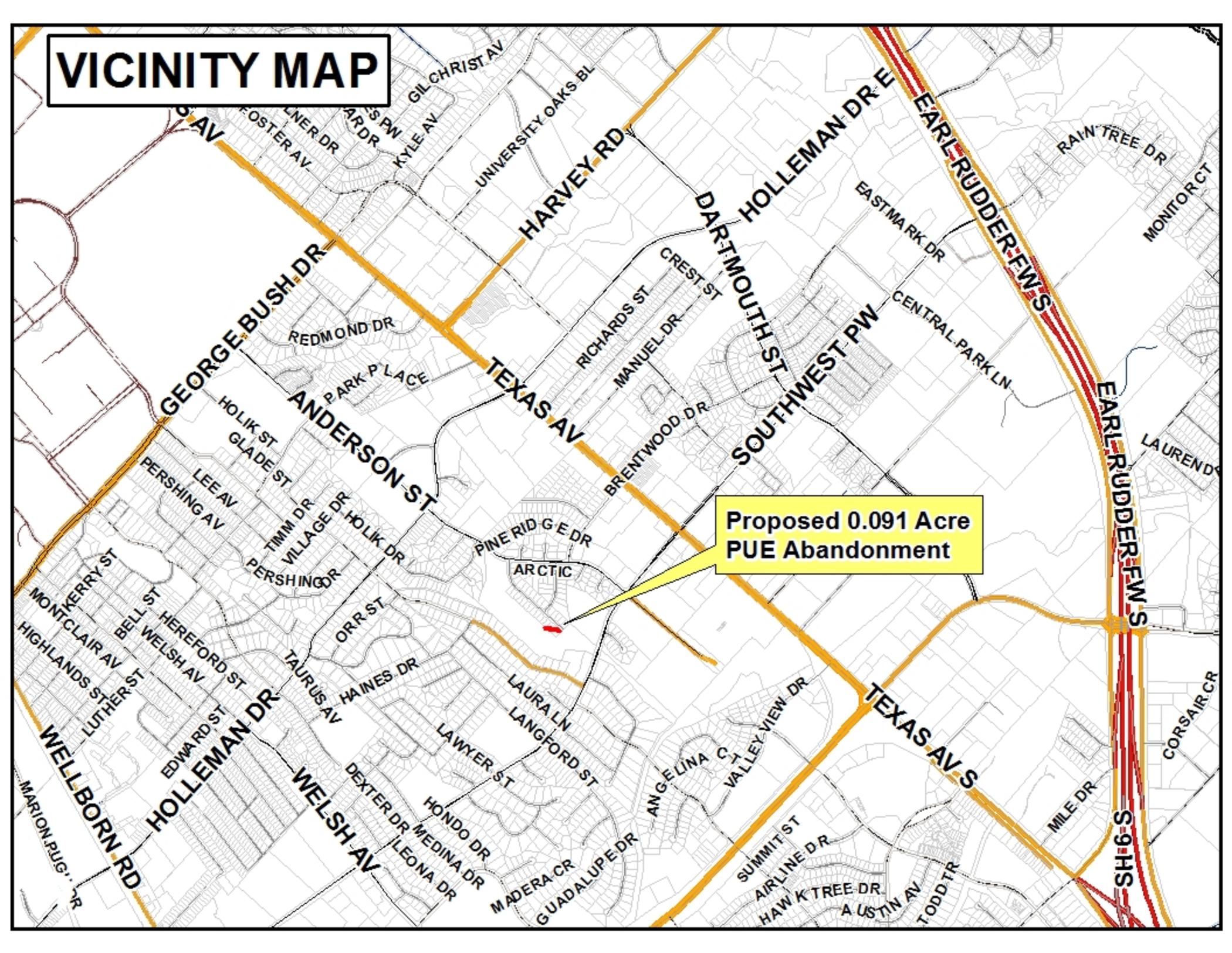
Legal Review: Yes.

Attachments:

1. Vicinity Map
2. Location Map
3. Ordinance
4. Ordinance Exhibit "A"

VICINITY MAP

Proposed 0.091 Acre
PUE Abandonment



LOCATION MAP

CEDAR RUN

LEMON TREE LN

Proposed 0.091 Acre
PUE Abandonment



ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.0910 ACRE PORTION OF A 20-FOOT WIDE PUBLIC UTILITY EASEMENT, WHICH DIAGONALLY CROSSES LOT 13 AND LOT 14, BLOCK 3 OF THE LEMON TREE ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 371, PAGE 121 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of the 0.0910 acre portion of the 20-foot Wide Public Utility Easement which diagonally crosses Lot 13 and Lot 14, Block 3 of the Lemon Tree Addition according to the plat recorded in Volume 371, Page 121 of the Deed Records of Brazos County, Texas, as described in Exhibit "A" attached hereto (such portion hereinafter referred to as the "Easement"); and

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

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

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

1. Abandonment of the Easement will not result in property that does not have access to public roadways or utilities.
2. There is no public need or use for the Easement.
3. There is no anticipated future public need or use for the Easement.
4. Abandonment of the Easement will not impact access for all public utilities to serve current and future customers.

PART 2: That the Easement as described in Exhibit "A" be abandoned and vacated by the City.

ORDINANCE NO. _____

Page 2 of 4

PASSED, ADOPTED and APPROVED this _____ day of _____, 2016.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

METES AND BOUNDS DESCRIPTION
0.0910 ACRES

Being a tract of land containing 0.0910 acres, and being a portion of a 20' wide utility easement in the Lemon Tree Addition, as recorded in Vol. 371, Page 121 of the Brazos County Deed Records (B.C.D.R.), in the City of College Station, Brazos County, and being part of the 20' wide easement recorded in Vol. 322, Page 485 of the B.C.D.R., and being across the Jeugene Properties LLC, Lot 13, Block 3, of said addition, as recorded in Vol. 10808, Page 211, and part of the Donald Keith Sewell, Lot 13, Block 3, of said addition, as recorded in Vol. 12274, Page 74, of the B.C.O.R. All bearings of this survey are referenced to the Texas State Plane Coordinate System, Central Zone, NAD83(2011) Epoch 2010, and boundary referenced to 1/2" iron rods call for and found as noted on the previous recorded plat, and as surveyed on the ground on November 25th of 2015. This description is also referred to the plat prepared by ATM Surveying, Project No. 2015-0352, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for the west corner of this easement, also being the west corner of the JLot 13, Block 3, also being the south corner of Lot 12, Block 3, and also being a point on the northeast line of City of College Station tract called Lemon Tree Park, called 9.95 acres, also being the south corner of said Lot 12;

THENCE North 41°44'23" East, a distance of 13.59 feet along the common line between this easement and said Lot 13, and Lot 12 to a 1/2" iron rod with a maroon plastic cap marked "RPLS 6132 - ATM SURV" set for a northwest corner of this tract;

THENCE across said Lot 13, and Lot 14, South 81°43'54" East, a distance of 180.54 feet to a 1/2" iron rod with a maroon plastic cap marked "RPLS 6132 - ATM SURV" set for a northeast corner of this easement, also being a point on the northeast line of said Lot 14, and also being a point on the southwest right-of-way line of Lemon Tree Lane (50' R.O.W.);

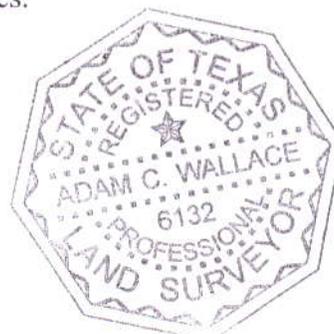
THENCE South 48°09'30" East, a distance of 36.17 feet along the common line between this easement and said Lot 14, and said Lemon Tree Lane to a 1/2" iron rod with a maroon plastic cap marked "RPLS 6132 - ATM SURV" set for the east corner of this easement;

THENCE across said Lot 14, and Lot 13, North 81°43'54" West, a distance of 205.09 feet to a 1/2" iron rod with a maroon plastic cap marked "RPLS 6132 - ATM SURV" set for a southwest corner of this easement, also being a point along the southwest line of said Lot 13, and also being a point on the northeast line of said 9.95 acre tract;

THENCE North 48°12'51" West, a distance of 15.69 feet along the common line between this easement,, also being southwest line of Lot 13, and also being the northeast line of said 9.95 acre tract to the **PLACE OF BEGINNING** containing 0.0910 acres.

Adam Wallace
Adam Wallace

Texas Registered Professional Land Surveyor No. 6132
15-0352-Lemon Tree-1610-sewer-legal.doc - 11/30/15



SURVEY LEGEND

	SUBJECT PROPERTY LINE		SEWER MANHOLE
	ADJOINING PROPERTY LINE		WATER METER
	RESTRICTIONS BUILDING LINE(B.L.)		WATER VALVE
	ELECTRICAL LINE		ELECTRIC METER
	CHAIN-LINK FENCE		POWER POLE
	BARBED-WIRE FENCE		TELEPHONE BOX
			GAS METER
			LIGHT POLE
			SEWER CLEANOUT

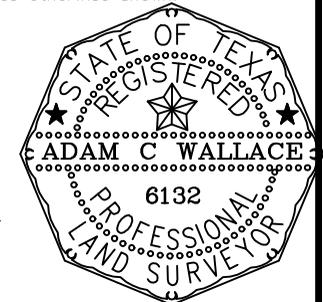
1/2" IRON ROD FOUND
 1/2" IRON ROD W/ MAROON PLASTIC CAP MARKED "RPLS 6132 - ATM SURV" SET
 COVERED CONC.

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 is referenced to 1/2" iron rods found and referred to the previously recorded plat in Vol. 124, Page 553.
- 2). Drawing Scale is 1"= 30'
- 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. 48041C0215F effective date, 04-02-2014

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 November 25th., 2015, made under my supervision and that there are no encroachments or overlaps unless otherwise shown.

Adam Wallace
 Texas Registered Professional
 Land Surveyor, Number 6132

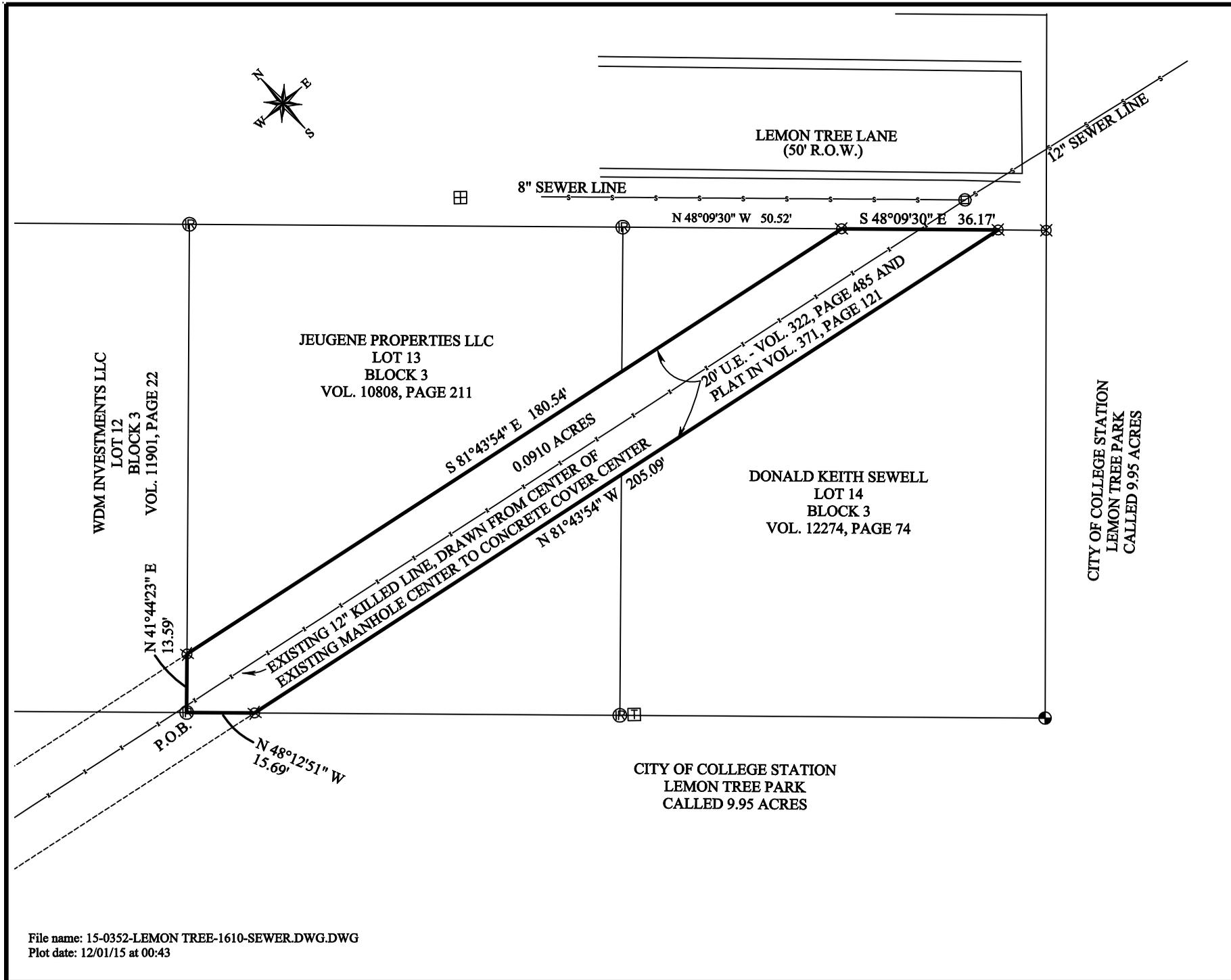


SURVEY PLAT

AREA: 20' UTILITY EASEMENT ABANDONMENT
 SUBDIVISION: LEMON TREE ADDITION
 VOL. 371, PAGE 121
 STREET ADDRESS: 1608 and 1610 LEMON TREE LANE
 CITY: COLLEGE STATION, TEXAS
 COUNTY: BRAZOS

ATM Surveying

P.O. Box 10313, College Station, TX 77840
 PHONE: (979)209-9291 email: Adam@ATMsurveying.com
 www.ATMsurveying.com - FIRM #101784-00





Legislation Details (With Text)

File #: 16-0028 **Version:** 1 **Name:** CVB Appointment
Type: Appointment **Status:** Agenda Ready
File created: 1/12/2016 **In control:** City Council Regular
On agenda: 1/28/2016 **Final action:**
Title: Presentation, possible action, and discussion regarding an appointment to the Bryan-College Station Convention & Visitor's Bureau.
Sponsors: Sherry Mashburn
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding an appointment to the Bryan-College Station Convention & Visitor's Bureau.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Appointment

Summary: Jim Lewis, appointed in September 2015, has submitted his letter of resignation.

Budget & Financial Summary: None

Attachments: None