



College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Meeting Agenda - Final

City Council Regular

Thursday, June 9, 2016

7:00 PM

City Hall Council Chambers

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

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

Consent Agenda

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

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

- 2a. [16-0314](#) Presentation, possible action, and discussion of minutes for:
 - May 16, 2016 Workshop
 - May 16, 2016 Regular Meeting

Sponsors: Mashburn

Attachments: [WKSHP051616 DRAFT Minutes](#)
[RM051616 DRAFT Minutes](#)

- 2b. [16-0285](#) Presentation, possible action, and discussion on an ordinance amending Chapter 7, "Health and Sanitation", Section 7-2 "Unlawful conduct related to Health and Safety" of the Code of Ordinances of the City of College Station, Texas, by adding Section (A) (11) "Public Urination and Defecation", as set out below; providing a severability clause; declaring a penalty; and providing an effective date.

Sponsors: Couch

Attachments: [Ordinance.docx](#)

- 2c. [16-0296](#) Presentation, possible action, and discussion regarding the approval of a resolution approving the grant application for Hotspot Technology to the Office of the Governor.

Sponsors: Hurt

Attachments: [Coversheet.docx](#)
[CSFD Hotspots updated.pdf](#)
[CSFD Hotspots Resolution.docx](#)

- 2d. [16-0298](#) Presentation, possible action, and discussion regarding approval of a Professional Services Contract (Contract No. 16300228) with Jones & Carter, Inc. in the amount of \$177,000 for the design, bidding, and construction phase services for the State Highway 6 Water Line Project Phases I and II and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Sponsors: Harmon

Attachments: [SH 6 Water Line Project Map.pdf](#)
[State Hwy 6 Water Line Ph I II DRR \(5-26-2016\).pdf](#)

- 2e. [16-0299](#) Presentation, possible action, and discussion on a Professional Services Contract (Contract No. 16300403) with Brown Reynolds Watford Architects in the amount of \$52,120 for the professional services related to the design of the Traffic Operations Renovation (part of the ITS Master Plan Implementation project).

Sponsors: Harmon

Attachments: [Project Map.pdf](#)

- 2f. [16-0300](#) Presentation, possible action, and discussion regarding the purchase of 10 traffic signal cabinets from Paradigm Traffic Systems Inc. for \$90,980. These cabinets will replace TS-1 cabinets in the system in order to provide functionalities with the new Intelligent Transportation System.

Sponsors: Harmon

- 2g. [16-0307](#) 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: [Report](#)
[Impact Fee Areas Map](#)
[Land Use Maps](#)

- 2h. [16-0311](#) Presentation, possible action, and discussion to approve a contract between the City of College Station and CHI St. Joseph Health for the annual amount not to exceed \$465,688.60 to provide Employee Health Clinic services and operations management.
- Sponsors:** Pond
- Attachments:** [College Station Employee Health Clinic-St.Joseph_5-26-16.pdf](#)
- 2i. [16-0313](#) Presentation, possible action, and discussion concerning the passage and approval of an ordinance of the City of College Station, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division, regarding the Company's 2016 rate review mechanism filings and approving a settlement agreement with attached rate tariffs and proof of revenues.
- Sponsors:** Nettles
- Attachments:** [2016 ORD Accepting Settlement with Attachments.pdf](#)
[2016 Staff Report.pdf](#)
- 2j. [16-0318](#) Presentation, possible action, and discussion on a resolution authorizing the City Manager or his designees as authorized officials to execute documents necessary for the submission of the SWAT Night Vision Equipment Grant application, for Criminal Justice Division funds from the Office of the Governor.
- Sponsors:** Norris
- Attachments:** [Gov CJD Grant Resolution 5-26-16.docx](#)
- 2k. [16-0323](#) Presentation, possible action, and discussion regarding approving a Resolution setting a public hearing to consider land use assumptions and capital improvement plan for roadway impact fees.
- Sponsors:** Gibbs
- Attachments:** [RES call hearing 2.docx](#)
- 2l. [16-0324](#) Presentation, possible action, and discussion regarding approving a Resolution setting a public hearing date to consider land use assumptions and capital improvement plan for water and wastewater impact fees.
- Sponsors:** Coleman
- Attachments:** [5 RES calling hearing 2.docx](#)
- 2m. [16-0325](#) Presentation, possible action, and discussion on an Interlocal Agreement (ILA) with Brazos County and the City of Bryan to apply and accept a U.S. Department of Justice, 2016 Justice Assistance

Grant (JAG).

Sponsors:

Norris

Attachments:

[2016 JAG ILA.docx](#)

- 2n. [16-0326](#) Presentation, possible action, and discussion regarding the renewal of the annual city wide land surveying services and civil engineering services contracts between the City of College Station and Joe Orr, Inc and Binkley & Barfield, Inc. for a total amount of \$100,000.

Sponsors:

Harmon

- 2o. [16-0327](#) Presentation, possible action, and discussion on a five (5) year lease agreement with Texas Commercial Waste for refuse containers with an annual estimated cost of \$198,456.

Sponsors:

Harmon

Attachments:

[16300397 Texas Commercial Waste.pdf](#)

[Tabulation.pdf](#)

- 2p. [16-0328](#) Presentation, possible action, and discussion on approving a Signal Interconnect Agreement between Union Pacific Railroad and the City of College Station which will allow College Station to construct, maintain and operate a new signal facility at Greens Prairie Trail's At-Grade Road Crossing Intersection.

Sponsors:

Harmon

Attachments:

[2908-58 3Signal Interconnect.pdf](#)

[Project Map.pdf](#)

- 2q. [16-0329](#) Presentation, possible action, and discussion regarding the award of RFQ 16-041 to GDS Associates, Inc. in the amount of \$80,000 for Electric NERC compliance consulting services.

Sponsors:

Crabb

- 2r. [16-0333](#) Presentation, possible action, and discussion on a bid award for annual price agreements for various electrical items to be stored in inventory as follows: KBS Electric Distributors: \$97,493, Stuart C. Irby: \$31,802; Graybar Electric: \$55,135.30; Techline, Inc.: \$244,126.75; Schweitzer Engineering Laboratories Inc.: \$36,900. Total estimated annual expenditure is \$465,457.05.

Sponsors:

Kersten

Attachments:

[16-069 Tabulation](#)

- 2s. [16-0335](#) Presentation, possible action, and discussion on a bid award for the purchase of three (3) 145kV potential transformers and three (3) Outdoor Breakers, which will be maintained in electrical

inventory and expended as needed. The total recommended award is \$94,422 and will be awarded by line item to the lowest responsible bidders.

Sponsors: Kersten

Attachments: [16-070 Tabulation](#)

- 2t. [16-0336](#) Presentation, possible action, and discussion on a bid award for the annual price agreement for electric meters and sockets, to be stored in inventory, as follows: Priester-Mell & Nicholson: \$160,891.14; KBS Electrical Distributors: \$12,465; Anixter: \$117,000. Total estimated annual expenditure is \$290,356.14.

Sponsors: Kersten

Attachments: [16-071 Tabulation](#)

- 2u. [16-0338](#) Presentation, possible action, and discussion on a resolution amending the authorized representatives on the local government pool account, TexPool.

Sponsors: Kersten

Attachments: [TexPool Resolution](#)

- 2v. [16-0339](#) Presentation, possible action, and discussion on a resolution amending the authorized representatives on the local government pool account, Texas Short Term Asset Reserve ("TexSTAR").

Sponsors: Kersten

Attachments: [TexStar Resolution](#)

- 2w. [16-0340](#) Presentation, possible action, and discussion on an ordinance amending Chapter 7 "Health and Sanitation" of the Code of Ordinances, Section 7.5 "Food Establishments", and repealing Section 7.8 "Food Establishment Sanitation".

Sponsors: Nettles

Attachments: [CH 7 Sec 7 Food Est Ord Amend 4-15-16.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. [16-0316](#) Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 3882.61 square foot, 20-foot wide public utility easement, which is located on the common property line of Lots 27 & 28 of Block 7 of the Williams Creek Subdivision Phase 6 according to the plat recorded in Volume 11426, Page 67 of the Official Records of Brazos County, Texas.

Sponsors:

Cotter

Attachments:

[Vicinity Map](#)

[Location Map](#)

[Ordinance](#)

[Exhibit A](#)

2. [16-0317](#) Public Hearing, presentation, possible action, and discussion regarding a resolution granting conditional consent to form up to five municipal utility districts in the City's Extraterritorial Jurisdiction, generally located along Peach Creek between FM 2154 and State Highway 6 South.

Sponsors:

Simms

Attachments:

[Vicinity Map](#)

[Land Use Plan](#)

[Application](#)

[Resolution](#)

[Exhibit A](#)

3. [16-0320](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending the Comprehensive Plan - Future Land Use & Character Map from Restricted Suburban to General Commercial and Suburban Commercial for approximately

nine acres located at 15797 FM 2154, more generally located north of the Crossroad Woods Subdivision near intersection of Wellborn Road (FM 2154) and Greens Prairie Trail.

Sponsors: Bullock

Attachments: [Aerial](#)
[Amendment Map](#)
[Background Information](#)
[Ordinance](#)

4. [16-0321](#) 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 nine acres being situated in the Samuel Davidson League, Abstract NO. 13, Brazos County, Texas. Said tract being the remainder of a called 5 acre tract of land as described by a deed to Rose E. Logan recorded in Volume 314, Page 708 of the Deed Records of Brazos County, Texas, and being situated in the Samuel Davidson League, Abstract NO. 13, College Station, Brazos County, Texas. Said tract being all of a called 3.78 acre tract of land as described by a deed to South Wellborn, LTD recorded in Volume 7043, Page 90 of the Official Public Records of Brazos County, Texas, generally located at 15797 FM2154, north of the Crossroad Woods Subdivision near intersection of Wellborn Road (FM 2154) and Greens Prairie Trail.

Sponsors: Bullock

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

5. Adjourn.

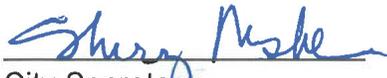
The City Council may adjourn into Executive Session to consider any item listed on this agenda if a matter is raised that is appropriate for Executive Session discussion. An announcement will be made of the basis for the Executive Session discussion.

APPROVED



City Manager

I certify that the above Notice of Meeting was posted at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on June 3, 2016 at 5:00 p.m.


City Secretary

This building is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need accommodations, auxiliary aids, or services such as interpreters, readers, or large print are asked to contact the City Secretary's Office at (979) 764-3541, TDD at 1-800-735-2989, or email adaassistance@cstx.gov at least two business days prior to the meeting so that appropriate arrangements can be made. If the City does not receive notification at least two business days prior to the meeting, the City will make a reasonable attempt to provide the necessary accommodations.

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. Traspasar 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 #: 16-0314 **Version:** 1 **Name:** Minutes
Type: Minutes **Status:** Consent Agenda
File created: 5/17/2016 **In control:** City Council Regular
On agenda: 6/9/2016 **Final action:**
Title: Presentation, possible action, and discussion of minutes for:
· May 16, 2016 Workshop
· May 16, 2016 Regular Meeting
Sponsors: Sherry Mashburn
Indexes:
Code sections:
Attachments: [WKSHP051616 DRAFT Minutes](#)
[RM051616 DRAFT Minutes](#)

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

- May 16, 2016 Workshop
- May 16, 2016 Regular Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: None

Budget & Financial Summary: None

Attachments:

- May 16, 2016 Workshop
- May 16, 2016 Regular Meeting

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
MAY 16, 2016

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

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

TAMU Student Liaison

Wayne Beckermann, VP/Municipal Affairs
arrived after roll call

City Staff:

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

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Workshop of the College Station City Council was called to order by Mayor Berry at 4:30 p.m. on Monday, May 16, 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 §551.072-Real Estate, the College Station City Council convened into Executive Session at 4:31 p.m. on Monday, May 16, 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

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

- Possible sale or lease of City's property rights resulting from utility operations.

The Executive Session adjourned at 4:57 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.

Items 2b, 2c, 2i, and 2j were pulled for clarification.

(2b): Emily Fisher, Assistant Director of Public Works, clarified the cost participation in the University Pedestrian Improvements Project. These are safety improvements and moving a signal.

(2c): Dave Coleman, Director of Water Services, clarified that the objective is to clean up the official water service area boundary lines.

(2i): Emily Fisher, Assistant Director of Public Works, clarified the timeline was a 90-day project, and it is anticipated it will be completed before school starts in the fall.

(2j): Emily Fisher, Assistant Director of Public Works, clarified the funding source; construction would begin in the next month or so and should be completed within a year.

5. Presentation, possible action, and discussion concerning the City Internal Auditor's Bryan-College Station Convention & Visitors Bureau Audit.

Ty Elliott, Internal Auditor, reported this is the third audit of the Convention & Visitors Bureau, the first occurring in 2011 and a follow up audit in 2012. Accounting procedures have improved since the 2011 audit. The CVB has a relatively large amount of liquid assets. The CVB's direct impact on bringing events to the College Station and Bryan area has not significantly changed since the 2011 audit. The CVB's expenditures have increased since the 2011 audit, especially in marketing and personnel. Also, CVB staff travel frequently within and out of state for marketing and professional development purposes, and these funds appear to be spent in areas that yield fewer results. Employee turnover at the CVB appears to be high – 29%. Some of the CVB's strategic goals appear disconnected from their mission. Finally, there may be some inherent risk with the dynamic of the CVB's governance structure. He presented six audit recommendations:

1. Take steps to reach a reasonable liquidity ratio.
2. Consider implementing job costing procedures to better understand allocation of resources and cost structure of the CVB.
3. Reevaluate the costs and benefits of expenditures.
4. Strategic direction should be determined by the CVB's goals and objectives, and measurable objectives should be created to guide strategic development.
5. Utilize the DMAI Calculator as an internal device to assist in decision making regarding event selection and staff effort in pursuing event opportunities.

6. Consider emphasizing Board engagement with CVB strategy development and the formation of an advisory committee.

6. Presentation, possible action, and discussion on an update on the status of the design of the Police Facility.

Chuck Gilman, Deputy City Manager, noted that the Council approved a contract with PGAL for the design a new police facility to be located on the south east corner of the intersection of Dartmouth and Krenek Tap. Since design began, staff has updated the site plan based on some feedback received to date. Staff is seeking clarification from the Council on the size of the facility, the desire to include Fire Administration in the new facility, and the interest in potentially modifying the Krenek Tap Overlay to allow for the development of the site to better accommodate a police facility. Possible modifications to the Krenek Tap Overlay include parking, setbacks, landscaping, etc.

Council consensus was to establish the size of the facility at 79,000 square feet, and have staff return with proposed modifications to the overlay for Council review/approval. Council agreed with staff's recommendation to keep Fire Administration on its current location.

7. Council Calendar

Council reviewed the calendar.

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

There were no future agenda items.

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

Councilmember Mooney reported on TML.

Councilmember Nichols reported on the Chamber visit to Washington, D.C.

10. Adjournment

There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 7:10 p.m. on Monday, May 16, 2016.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
MAY 16, 2016

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

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

City Staff:

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

TAMU Student Liaison

Wayne Beckermann, VP/Municipal Affairs

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 7:18 p.m. on Monday, May 16, 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.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Nichols, the City Council voted six (6) for and none (0) opposed, to approve the absence request of Councilmember Benham. The motion carried unanimously.

Presentations:

Presentation proclaiming the National Public Works Week.

Mayor Berry presented the proclamation to representatives of the Public Works Department and proclaimed May 15-21, 2016 as National Public Works Week.

Presentation proclaiming May as National Bike Month.

Mayor Berry presented the proclamation to the Bicycle, Pedestrian, and Greenways Advisory Board and proclaimed May 2016 as National Bike Month.

Presentation of the Annual Arts Council Scholarships.

Chris Dyer, CEO, The arts Council, introduced the 2016 Arts Council College Arts Scholarship recipients: Ester Araujo, A&M Consolidated High School (attending Savannah College of Art and Design for Illustration); Bryson Bounds, A&M Consolidated High School (attending TAMU for Environmental Design & Architecture); and Mitchell Bradford, College Station High School (attending Abilene Christian for Theatre Performance).

Presentation of check by Brazos Valley Fashion Week for the Fun for All Playground.

Judy LeUnes, on behalf of the Brazos Valley Fashion Week, presented a check in the amount of \$42,361.02 to David Schmidt, Director of Parks and Recreation, for the Fun of All Playground. A brief video was also shown.

Hear Visitors Comments

Ben Roper, 5449 Prairie Dawn Ct., came before Council to honor the service and sacrifice of Pfc. James D. Parker.

CONSENT AGENDA

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

- **April 28, 2016 Workshop**
- **April 28, 2016 Regular Meeting**

2b. Presentation, possible action, and discussion on approval of Resolution 05-16-16-2b, allowing the mayor to sign an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TXDOT) for the cost participation of the City of College Station and TXDOT in the University Drive Pedestrian Improvements Project.

2c. Presentation, possible action, and discussion regarding changes to the water service area boundaries between the City and Wellborn SUD in four locations.

2d. Presentation, possible action, and discussion regarding Change Order No. 2 with Elliott Construction, reducing contract number 15300300 by \$96,826 for the Graham Road Rehabilitation Project.

2e. Presentation, possible action, and discussion regarding a contract (Contract No. 16300351) with Crossroads Asphalt Preservation for the Surface Sealing of City Streets for a not to exceed amount of \$150,000.

2f. Presentation, possible action, and discussion on approving job order construction contract no. 16300389 for various facility corrective maintenance services from Jamail & Smith Construction, LP in the amount of \$182,645.29. Contract pricing is available from Jamail & Smith Construction, LP through an interlocal cooperative purchasing agreement the City has with Buyboard.

2g. Presentation, possible action, and discussion regarding a Professional Services Contract No. 16300390 with Binkley & Barfield, Inc. in the amount of \$66,895.25 for the professional engineering services related to the design of the traffic signal and intersection improvements at the intersections of FM 30 (Harvey Rd) at George Bush Drive East and FM 2818 (Harvey Mitchell Parkway) at Longmire Drive.

2h. Presentation, possible action, and discussion regarding a \$265,597.50 construction contract (No. 16300329) with Larry Young Paving, Inc. for sidewalk improvements along Langford Street.

2i. Presentation, possible action, and discussion regarding a construction contract (No. 16300337) with Brazos Paving, Inc., in the amount of \$680,335.37, for the construction of a new traffic signal at the intersection of State Highway 40 and Victoria Avenue.

2j. Presentation, possible action, and discussion on a construction contract (Contract No. 16300334) with Elliott Construction, LLC in the amount of \$2,451,453.51 for the Munson Avenue Rehabilitation Project and presentation, possible action, and discussion on Resolution 05-16-16-2j, declaring intention to reimburse certain expenditures with proceeds from debt.

2k. Presentation, possible action, and discussion on a lease with the Brazos Valley Solid Waste Management Agency for the use of the Twin Oaks Law Enforcement Training Facility by the Police Department.

2l. Presentation, possible action, and discussion regarding contract #16-068 with Layne Christensen Company for \$250,694 to repair the pumps in Wells 6 and 8.

2m. Presentation, possible action, and discussion regarding a Utility Agreement with the Brazos County Municipal Utility District No. 1 Board, addressing the provision of City water and sewer service to the Municipal Utility District.

2n. Presentation, possible action, and discussion regarding the appointment of the Executive Director of the Aggieland Humane Society as the Local Rabies Control Authority (LRCA) for College Station.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Schultz, the City Council voted six (6) 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 2016-3768, 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 26 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, reported that the applicant is requesting a Planned Development District zoning on approximately 26 acres to build a clustered single-family residential development in the Wellborn Community area. The PDD uses a base zoning district of Restricted Suburban with modification to make the zoning district compliant with the community plan.

The Planning and Zoning Commission considered this item on April 21, and voted 5-0 to recommend approval with the condition that a solid wood fence between six to eight feet in height be installed to the adjacent single-family property to the east, prior to issuance of building permits. with the condition that a solid wood fence between six to eight feet in height be installed to the adjacent single-family property to the east, prior to issuance of building permits.

At approximately 7:47 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:47 p.m.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Mooney, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance 2016-3768, 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 Rural to Planned Development District for approximately 26 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, with the condition that a solid wood fence between six to eight feet in height be installed to the adjacent single-family property to the west, prior to issuance of building permits. The motion carried unanimously.

2. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2016-3769, 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 M1 Light Industrial and M2 Heavy Industrial to SC Suburban Commercial for approximately 0.50 acres being the JHW Commercial Subdivision, Lot 3, Block 1, generally located at 150 Graham Road.

Madison Thomas, Planning and Development, reported that the applicant is requesting a Suburban Commercial rezoning at this location to allow for future daycare and retail/office uses.

The Planning and Zoning Commission considered this item on April 21, and voted 5-0 to recommend approval.

At approximately 7:50 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:50 p.m.

MOTION: Upon a motion made by Councilmember Schultz and a second by Councilmember Mooney, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance 2016-3769, 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 Light Industrial and Heavy Industrial to Suburban Commercial for approximately 0.50 acres being the JHW Commercial Subdivision, Lot 3, Block 1, generally located at 150 Graham Road. The motion carried unanimously.

3. Public Hearing, presentation, possible action, and discussion regarding a Strategic Partnership Agreement with the Brazos County Municipal Utility District No. 1 Board, outlining the terms and conditions for annexation.

Lance Simms, Director of Planning and Development, reported that this is the second of two public hearings required before approving the Strategic Partnership Agreement (SPA) with Brazos County MUD No. 1. Formal approval of the SPA can occur after the second public hearing. In March of 2014, the City Council granted the landowner's petition to create Brazos County Municipal Utility District (MUD) No. 1 within the City's Extraterritorial Jurisdiction. As provided for in the City's adopted MUD policy, staff negotiated a Development Agreement with the developer to extend the City's planning authority over the MUD. In March of 2015, the City Council approved the Development Agreement which included a "form" of the Strategic Partnership Agreement (SPA) as an attachment. The SPA has since been approved by the MUD Board and needs to be approved by the City Council. The SPA outlines the terms and conditions for the future annexation of the MUD.

Staff recommends approval of the agreement.

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

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

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Brick, the City Council voted six (6) for and none (0) opposed, to adopt the Strategic Partnership Agreement with the Brazos County Municipal Utility District No. 1 Board, outlining the terms and conditions for annexation. The motion carried unanimously.

4. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2016-3770, vacating and abandoning a 0.068 acre portion of a 10-foot wide Public Utility Easement, said portion being on Lot 1A, Block 1, Replat of Lot 1, Block 1, College Station

I.S.D., Willow Branch and Oakwood School Sites Subdivision, according to the plat recorded in Volume 6857, Page 25, of the Official Records of Brazos County, Texas, said tract also being a portion of a 10' Public Utilities Easement as shown on Lot 1, Block 1, of the plat of College Station I.S.D. Willow Branch and Oakwood School sites, according to the plat recorded in Volume 3588, Page 51, Official Records of Brazos County, Texas.

Carol Cotter, Planning and Development, reported that the public utility easement (PUE) abandonment will accommodate a building expansion on the CSISD property. It appears the PUE was intended for an existing water line that is offset from the PUE's current limits. As part of the abandonment, a 15-foot wide public utility easement dedication by CSISD to cover this existing line is being required. If the condition is not met, the abandonment will be null and void.

Staff recommends approval.

At approximately 7:56 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:56 p.m.

MOTION: Upon a motion made by Councilmember Schultz and a second by Councilmember Mooney, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance 2016-3770, vacating and abandoning a 0.068 acre portion of a 10-foot wide Public Utility Easement, said portion being on Lot 1A, Block 1, Replat of Lot 1, Block 1, College Station I.S.D., Willow Branch and Oakwood School Sites Subdivision, according to the plat recorded in Volume 6857, Page 25, of the Official Records of Brazos County, Texas, said tract also being a portion of a 10' Public Utilities Easement as shown on Lot 1, Block 1, of the plat of College Station I.S.D. Willow Branch and Oakwood School sites, according to the plat recorded in Volume 3588, Page 51, Official Records of Brazos County, Texas. The motion carried unanimously.

5. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2016-3771, amending Chapter 10, "Traffic Code," Section 4 "Administrative Adjudication of Parking Violations", E "Parking Regulations for Certain Described Areas", (1) "Traffic Schedule XIV- No Parking Here to Corner or No Parking Any time" of the Code of Ordinances of the City of College Station, Texas by removing on-street parking along both sides of Jane Street between University Drive and Cooner Street and removing on-street parking along both sides of Eisenhower Street between University Drive and Cooner Street.

Danielle Singh, Planning and Development, reported that this ordinance amends Chapter 10 "Traffic Code," by removing parking from the 400 Block of Jane Street and the 400 Block of Eisenhower Street. This parking removal request is to allow emergency access to the proposed Embassy Suites development. Letters were mailed to the property owners adjacent to the area impacted by the parking removal. Additionally, on April 26th, the applicant held a meeting with the property owners to discuss the parking removal plan.

Staff recommends approval.

At approximately 8:01 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 8:01 p.m.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Aldrich, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance 2016-3771, amending Chapter 10, “Traffic Code,” Section 4 “Administrative Adjudication of Parking Violations”, E “Parking Regulations for Certain Described Areas”, (1) “Traffic Schedule XIV- No Parking Here to Corner or No Parking Any time” of the Code of Ordinances of the City of College Station, Texas by removing on-street parking along both sides of Jane Street between University Drive and Cooner Street and removing on-street parking along both sides of Eisenhower Street between University Drive and Cooner Street. The motion carried unanimously.

6. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2016-3772, amending Chapter 10, “Traffic Code,” Section 4 “Administrative Adjudication of Parking Violations”, E “Parking Regulations for Certain Described Areas”, (1) “Traffic Schedule XIV - No Parking Here to Corner or No Parking at Any Time”, of the Code of Ordinances of the City of College Station, Texas, to remove parking on the east side of Boyett Street from the corner of Boyett Street and Spruce Street extending 115 feet to the south to the property line at 504 Boyett Street.

Danielle Singh, Planning and Development, reported that this ordinance amends Chapter 10 “Traffic Code,” by removing parking along Boyett Street adjacent to the property at 300 Spruce Street. This parking removal request is to allow aerial fire access to the proposed Northgate Park Apartments development. Letters were mailed to the property owners adjacent to the area impacted by the parking removal. Additionally, on December 30th, 2015, the applicant held a meeting with the property owners to discuss the plan to remove parking.

Staff recommends approval.

At approximately 8:04 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 8:04 p.m.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Nichols, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance 2016-3772, amending Chapter 10, “Traffic Code,” Section 4 “Administrative Adjudication of Parking Violations”, E “Parking Regulations for Certain Described Areas”, (1) “Traffic Schedule XIV - No Parking Here to Corner or No Parking at Any Time”, of the Code of Ordinances of the City of College Station, Texas, to remove parking on the east side of Boyett Street from the corner of Boyett Street and Spruce Street extending 115 feet to the south to the property line at 504 Boyett Street. The motion carried unanimously.

7. Presentation, possible action, and discussion on Ordinance 2016-3773, authorizing the issuance of up to \$30,500,000 in principal amount of “City of College Station, Texas Certificates of Obligation, Series 2016”; delegating the authority to certain City Officials to execute certain documents relating to the sale of the certificates; approving and authorizing instruments and procedures relating to the certificates; and enacting other provisions relating to the subject.

8. Presentation, possible action, and discussion on Ordinance 2016-3774, authorizing the issuance of up to \$56,000,000 in principal amount of “City of College Station, Texas General Obligation Improvement and Refunding Bonds, Series 2016”; delegating the authority to certain City Officials to execute certain documents relating to the sale of the Bonds; approving and authorizing instruments and other procedures relating to said bonds; and enacting other provisions relating to the subject.

Items 7 and 8 were taken together.

Jeff Kersten, Assistant City Manager, reported that on March 31, 2016 Council approved a resolution directing staff to advertise the issuance of CO's. On April 4 and April 11 such notice was published. It is at the recommendation of the City's Financial Advisor, Mr. Drew Masterson with First Southwest, that the City issue Certificates of Obligation for utility projects rather than Utility Revenue Bonds. This particular issue will provide resources for street, police station design and initial project costs, information technology, electric, and water improvements; and debt issuance costs.

Jeff Kersten, Assistant City Manager, reported that the City has the opportunity to refund a portion of its General Obligation Improvement Bonds, Certificates of Obligation and Utility Revenue Bonds in order to achieve savings due to lower interest rates that are currently available. The City's Financial Advisor, Drew Masterson with First Southwest, has presented the City with an opportunity to issue refunding bonds for several of our outstanding General Obligation Improvement Bonds, Certificates of Obligation and Utility Revenue Bond issues.

Staff recommends approval.

MOTION: Upon a motion made by Councilmember Aldrich and a second by Councilmember Mooney, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance 2016-3773, authorizing the issuance of up to \$30,500,000 in principal amount of “City of College Station, Texas Certificates of Obligation, Series 2016”; delegating the authority to certain City Officials to execute certain documents relating to the sale of the certificates; approving and authorizing instruments and procedures relating to the certificates; and enacting other provisions relating to the subject. The motion carried unanimously.

MOTION: Upon a motion made by Councilmember Aldrich and a second by Councilmember Mooney, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance 2016-3774, authorizing the issuance of up to \$56,000,000 in principal amount of “City of College Station, Texas General Obligation Improvement and Refunding Bonds, Series 2016”; delegating the authority to certain City Officials to execute certain documents relating to the sale of the Bonds; approving and authorizing instruments and other procedures relating to said bonds; and enacting other provisions relating to the subject. The motion carried unanimously.

9. Adjournment.

There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 8:24 p.m. on Monday, May 16, 2016.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary



Legislation Details (With Text)

File #: 16-0285 **Version:** 4 **Name:** Health and Safety ordinance
Type: Ordinance **Status:** Consent Agenda
File created: 5/5/2016 **In control:** City Council Regular
On agenda: 6/9/2016 **Final action:**
Title: Presentation, possible action, and discussion on an ordinance amending Chapter 7, "Health and Sanitation", Section 7-2 "Unlawful conduct related to Health and Safety" of the Code of Ordinances of the City of College Station, Texas, by adding Section (A) (11) "Public Urination and Defecation", as set out below; providing a severability clause; declaring a penalty; and providing an effective date.
Sponsors: Billy Couch
Indexes:
Code sections:
Attachments: [Ordinance.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on an ordinance amending Chapter 7, "Health and Sanitation", Section 7-2 "Unlawful conduct related to Health and Safety" of the Code of Ordinances of the City of College Station, Texas, by adding Section (A) (11) "Public Urination and Defecation", as set out below; providing a severability clause; declaring a penalty; and providing an effective date.

Relationship to Strategic Goals: (Select all that apply)

- Good Governance
- Neighborhood Integrity
- Sustainable City

Recommendation(s): Staff recommends approval of the amendments regarding City ordinance Chapter 7 "Health and Sanitation"

Summary: The purpose of the proposed modification is to provide a mechanism of enforcement and deterrence regarding the activity of urination and defecation in areas other than a receptacle designed for this purpose. The current law for Disorderly Conduct by exposure is intended for a different purpose and the elements are difficult to meet under the circumstances outlined in this draft ordinance.

Budget & Financial Summary: N/A

Attachments: Ordinance draft

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 7, “HEALTH AND SANITATION”, SECTION 7-2 “UNLAWFUL CONDUCT RELATED TO HEALTH AND SAFETY” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY ADDING SECTION (A) (11) 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 7, “Health and Sanitation” Section 7-2 “Unlawful Conduct Related to Health and Safety”, of the Code of Ordinances of the City of College Station, Texas, be amended by adding Section (A) (11) 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 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). 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 9th day of June, 2016.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT “A”

That Chapter 7, “Health and Sanitation”, Section 7-2, “Unlawful Conduct Related to Health and Safety”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended by adding section (A) (11), and is to read as follows:

(11) Public Urination and Defecation.

- (a)** Urinates or defecates:
 - (1)** In or on a public street, alley, sidewalk, yard, park, building, structure, plaza, or right-of-way, or any other public place;
 - (2)** In any place that may be seen from a residence or business; or
 - (3)** In public or open view.
- (b)** It is an affirmative defense to prosecution under this section if the person is in a restroom using a receptacle designed for urination or defecation.



Legislation Details (With Text)

File #:	16-0296	Version:	1	Name:	Presentation
Type:	Presentation	Status:		Status:	Consent Agenda
File created:	5/10/2016	In control:		In control:	City Council Regular
On agenda:	6/9/2016	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding the approval of a resolution approving the grant application for Hotspot Technology to the Office of the Governor.				
Sponsors:	Eric Hurt				
Indexes:					
Code sections:					
Attachments:	Coversheet.pdf CSFD Hotspots updated.pdf CSFD Hotspots Resolution.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the approval of a resolution approving the grant application for Hotspot Technology to the Office of the Governor.

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

Recommendation(s):

Summary: This application is for hotspot technology for the College Station Fire Department in the amount of \$9,000. College Station Fire Department has purchased and tested two hotspots to test the operational level of this interoperable communications equipment. The Department has concluded that this technology is needed on each vehicle to sustain the transfer of information to all levels within and outside the city. College Station can field varying capabilities that can be brought to bear in the prevention of, protection from, response to and recovery from terrorism attacks, Hazardous Materials incidents, and Hostage Negotiations.

The hotspot technology allows any device within range of an equipped CSFD vehicle to tap into Wi-Fi and pass information to all levels, different responding agencies, and

hospitals. Vital information can be passed to anyone that has a need to receive the information, including a request for resources from the state or federal government.

Budget & Financial Summary: None

Attachments: Resolution & CSFD Hotspots Grant Application

May 16, 2016
Consent Agenda
Office of the Governor Grant Application

To: Kelly Templin, City Manager

From: Eric Hurt, Fire Chief

Agenda Caption: Presentation, possible action and discussion regarding the approval of a resolution approving the grant application for Hotspot Technology to the Office of the Governor.

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

Summary: This application is for hotspot technology for the Fire Department in the amount of \$9,000. College Station Fire Department has purchased and tested two hotspots to test the operational level of this interoperable communications equipment. We have concluded that this technology is needed on each vehicle to sustain the transfer of information to all levels within and outside the city. College Station can field varying capabilities that can be brought to bear in the prevention of, protection from, response to and recovery from terrorism attacks, Hazardous Materials incidents, and Hostage Negotiations.

The hotspot technology allows any device within range of a vehicle to tap into Wi-Fi and pass information to all levels, different agencies that are responding, and to hospitals. Vital information can be passed to anyone that has a need to receive the information to include requesting resources from the state or federal government.

Budget & Financial Summary: None

Attachments:

Resolution Number _____

Grant Application titled CSFD Hotspots

Brazos Valley Homeland Security Grant – Call For Projects FY - 2016

Instructions: Please follow the detailed instructions. Please Note; that each section will be scored and any incomplete sections will affect your final scoring.

CONTACT INFORMATION

Region: Brazos Valley

Project Title: College Station Hotspot Communications Technology

Agency: College Station Fire Department

Division or Unit to Administer the Project: College Station Fire Department

Name: Brian Hilton

Email: bhilton@cstx.gov

Phone: 979.764.6210

Agency Address: PO Box 9960, College Station, TX 77842

Expected Project Start Date: 03/01/2016

Expected Project End Date: 07/30/2016

Plan Year: 2016

The Grant Writer is the person that you would like to input the initial grant.

Grant Writer Name: Cale Teeter

Grant Writer Email: cale.teeter@bvcog.org

Grant Writer Phone Number: 979-595-2800

Grant Writer Coordinator Agency: Brazos Valley Council of Governments

The project coordinator is the person that you would like us to contact in regard to this project.

Project Coordinator Name: Brian Hilton

Project Coordinator Email: bhilton@cstx.gov

Project Coordinator Phone Number: 979.764.6210

Project Coordinator Agency:

The Financial Officer is the person that you would like to manage all financial aspects of the grant.

Financial Officer Name: Carol Thompson

Financial Officer Email: Cthompson@cstx.gov

Financial Officer Phone Number: 979.764.3804

Financial Officer Agency/Municipality: City of College Station

The Authorized Official is the individual that has the authority to execute contrast for the Agency/Municipality

Authorized Official Name: Kelly Templin

Authorized Official Email: ktemplin@cstx.gov

Authorized Official Phone Number: 979.764.3511

Authorized Official Agency/Municipality: City of College Station

1. Describe the threats and hazards that create the need for the project. Include reference to page(s) of regional or state THIRA:

The Brazos Valley Region faces a variety of potential threats, hazards, and vulnerabilities from multiple sources. The region regularly experiences vulnerabilities to man-made emergencies or accidents such as hazardous material exposures, industrial emergencies, shootings, or terrorism. These hazards are exponentially increased due to being the home of Texas A&M University which brings in 100K plus visitors for sporting events in a single day. The College Station Fire Department continues to face the challenge of acquiring grant funding for equipment and training which creates in accordance with national standards and guidelines.

2. Describe the capability gap(s) which will be addressed by the project. Include reference to page(s) of the regional or state SPR, If you list the Core Capability Gap it addresses the Homeland Security Planner will identify the reference pages:

The project and strategies in this investment are intended to address vulnerabilities from the 2014 Regional THIRA, SPR, and Strategic Plan. An assessment of the College Station Fire Department revealed gaps in communications on scene with accountability, direction and control, creating vulnerabilities in hazard containment, situational awareness, intelligence and information sharing, environmental Response/Health and Safety Core Capability; within the first 2 hours following an incident, conduct health and safety hazard assessments and disseminate guidance and resources to include deploying 2 HAZMAT teams to support environmental health and safety actions for 300 of response personnel, and 100,000 residents and visitors, 100 PAFN, and 22 animals across an impacted area of 5 square miles.

3. Explain how the project will reduce the capability gap(s) identified in the SPR:

The proposed investment supports the regional homeland security goal to enhance the College Station Fire Department to respond to the consequences of a CBRNE/WMD incident where local resources are not available or are inadequately trained. The equipment purchased for the solution will be fully compatible with the Texas Strategic Plan, NIMS Typing for HAZMAT Teams, Swift Water Rescue and Fire response, and NIMS capability requirements. Furthermore it increases the Brazos Valley Regional THIRA Core Capabilities of Introduction and Disruption, On-Scene Security and Protection, and Screening, Search, and Detection by increasing the level of response capabilities before, during, and after a WMD, IED, or Hazmat event. Technological improvements in processing and remote operations will vastly improve the capabilities and speed with which technicians can identify and mitigate HAZMAT hazards minimizing This investment will also contribute to building and sustaining capabilities and assist in preventing, preparing for, protecting against, and responding to incidents or acts of terrorism, by increasing immediate operational command and control during terrorist events.

4. Explain the long-term approach to sustaining the capabilities developed by this project to include the need for future grant funding. Note: If the project is a "Service", "Software as a Service", "Internet/Satellite Subscription" that supports the region it will be considered a sustainable project.

The College Station Fire Department will address new challenges as appropriate to aid in facilitating appropriate HAZMAT-related and other technical fire department responses and public safety. This investment will contribute to building and sustaining capabilities and assist in preventing, preparing for, protecting against, and responding to incidents or acts of terrorism. College Station will sustain a coordinated approach to preparedness by supporting continuous planning, training, and exercises within the region.

5. Describe existing capability levels and what is or will be in place to support the Investment prior to the use of these grant funds if awarded:

College Station Fire Department has purchased and tested two hotspots to test the operational level of this interoperable communications equipment. We have concluded that this technology is needed on each vehicle to sustain the transfer of information to all levels within and outside the city. College Station can field varying capabilities that can be brought to bear in the prevention of, protections from, response to and recovery from terrorism attacks, Hazardous Materials incidents, and Hostage Negotiations. The hotspot technology allows any device within range of a vehicle to tap into Wi-Fi and pass information to all levels, different agencies that are responding, and to hospitals. Vital information can be passed to anyone that has a need to receive the information to include requesting resources from the state or federal government.

6. Provide an explanation of the regional and/or statewide impact of this project:

This investment supports the Brazos Valley Region, which consists of 7 counties, 28 law enforcement agencies, 64 fire departments, and 16 EMS departments connected via mutual aid agreements and Memoranda of Understanding (MOUs) within the Region. The proposed investment supports the regional homeland security Goal to enhance the designated regional team (College Station) to respond to the consequences of a CBRNE/WMD or HAZMAT incident where local resources are not available or are inadequately trained.

The College Station Fire Department is required to have reliable communications for its mission critical applications. Today, that includes a reliable and robust connection to a cellular-data infrastructure. These mobile devices would provide the network connections to Ambulances and Fire suppression units to relay vital information to hospitals and display real time vehicle location to dispatch and field personnel.

Vehicle tracking and real time location data can instantly provide the dispatch center with the closest unit(s) saving time and resources.

These devices would ensure that essential resources and critical information are deployed to field personnel.

Selected Fire or EMS vehicles would have one mobile network device installed in the unit and setup to connect to field computers/tablets. These connections would also allow for two-way data and information sharing from dispatch.

Problem Statement

7. Provide a detailed account of the issues your project will target. This needs to be done in plain language. *For example: If the project effects Operational Awareness or Command and Control stating, "This project increases Command and Control and Facilitates Operational Awareness" will need to be defined. The project increases Operational Awareness and Command and Control, which allows leadership to identify, process, and comprehend the critical elements of information and what is happening during an event. Thus increasing Fire/Law/EMS safety while protecting life and property.*

College Station Fire Department will respond to Terrorist and Hazmat threats that may occur in the Brazos Valley Region. Having the hotspots on department vehicle aids in the command and control aspect in any response for any incident. This allows leadership from not only College Station; but any agency or organization to process and comprehend the critical elements of information from the incident commander during a response. Thus increasing responder and citizen safety while protecting life and property.

Supporting Data

8. Provide supporting data, including baseline statistics and the sources of your data, which are pertinent to the grant project and its target area. Do not use statewide data for a local problem or national data for a statewide problem.

The Brazos Valley Regional THIRA, SPR, and Implementation plan.

9. Select Your Project Activities

If more than one please give the dedicated percentage to that activity, should equal 100%

Communications Interoperability 100%	Sustaining Special Response Teams and First Responder Capabilities
State, Regional & Local Planning	Critical Infrastructure
Border security	Fusion Center

10. Custom Activity

Type in your self-defined activity

The College Station Fire Department is required to have reliable communications for its mission critical applications. Today, that includes a reliable and robust connection to a cellular-data Infrastructure. These mobile devices would provide the network connections to Ambulances and Fire suppression units to relay vital information to hospitals and display real time vehicle location to dispatch and field personnel.

Vehicle tracking and real time location data can instantly provide the dispatch center with the closest unit (s) saving time and resources.

These devices would ensure that essential resources and critical information are deployed to field personnel.

Selected Fire or EMS vehicles would have one mobile network device installed in the unit and setup to connect to field computers/tablets. These connections would also allow for two-way data and information sharing from dispatch.

11. Identify your Target Group and Population

If it is a county/region wide project or a project that effects the entire county/region such as a communications project use County Wide LMI stats. For a regional project use LMI stats for each of the counties excluding Brazos County. Brazos County does not fall into LMI status so it will need to be broke down by census block.

Geographic Area: Brazos Valley Council of Governments
Target Audience: All
Gender: Both
Ages: All
Special Characteristics: None

12. Milestones

Please remember that a Milestone is an important event, advance, development or part of a road map for a project. They are measurable predefined goals of the project. 3-5 Milestones will be required.

Milestone	Completion Date
Testing reliability of hotspot technology	12/12/15
Installation of hotspot technology in 100% of CSFD Vehicles	
100% Employees Trained	
Hotspot technology In-Service	

13. Budget

Please have a budget prepared prior to submission. The budget will need include a quote from at least one vendor. Please attach budget and quotes.

You must include a specific breakdown by funding category (Planning, Organization, Equipment, Training, Exercises, and M&A). Provide detailed information on exactly what the funding will be used to purchase. Include the details of your cost estimates by AEL code and jurisdiction (if applicable) within each category.

Equipment: (Include AEL Codes - Provide Title, estimated quantity and total cost by each AEL Code)

04AP-02-0APT - System, Operations Area Personnel Tracking and Accountability

Description:

Personnel tracking and accountability systems for use in an operations area, including both administrative tracking systems and precision locating and tracking systems.

Budget:

\$1,452 Hotspot hardware x 15 Vehicles = \$21,780

\$50 per unit (15) per month (12) for cell charges x 12 months = \$9,000

Total Request: \$30,780

Training: {Include AEL Codes}

Exercises: {Include AEL Codes}

14. If this is a multi-jurisdictional project or regional asset

Please enter all participating jurisdictions and enter the amount each will receive if any. MOU's and/or CWA's must be in place and attached to this application.

This is a regional response asset that can be used anywhere College Station Fire Department responds to for mutual aid.

15. Provide a description and amount for any in-kind and/or local match for this project:

Amount: \$2,903.00

Description: College Station has purchased 2 systems for testing in two different types of vehicle.

16. EHP/NEPA/Engineering Studies

Does this Investment require new construction or renovation, retrofitting, or modification of existing structures? Please list all activities that may require an EHP, NEPA, and or Engineering Study and time frame for completion of these activities.

N/A

17. Time period for completion of project

11-4 Months

18 Project Management Step involved

Execute

19 Project Summary

Summarize the entire application, including the project's problem statement, supporting data, target group, activities, and objectives. Be sure that the summary is easy to understand by a person not familiar with your project or public safety/Homeland Security. Also be comfortable with the information in the project summary which is subject to open records request. If some of the supporting data, goals, or objectives carry a risk you do not want the public to have access, do not put them in the Project Summary. This is the only part of the Narrative that is available through an open records request, the remainder is FOUO.

The College Station Fire Department is required to have reliable communications for its mission critical applications. Today, that includes a reliable and robust connection to a cellular-data Infrastructure. These mobile devices would provide the network connections to Ambulances and Fire suppression units to relay vital information to hospitals and display real time vehicle location to dispatch and field personnel.

Vehicle tracking and real time location data can instantly provide the dispatch center with the closest unit(s) saving time and resources.

These devices would ensure that essential resources and critical information are deployed to field personnel.

Selected Fire or EMS vehicles would have one mobile network device installed in the unit and setup to connect to field computers/tablets. These connections would also allow for two-way data and information sharing from dispatch.

Disclaimer: I certify, by my printed name & signature below, that the information provided in this submission is accurate. By checking this box, I am indicating that I am authorized to submit this project by my governing body. I understand any jurisdiction must meet eligibility requirements to receive funding. I also understand this project proposal serves as a request for consideration for grant funding. There is no guarantee of award by submitting this request. I understand that if this project is funded I will complete all necessary actions listed in the grant sub-recipient agreement and special terms and conditions. I also understand that any variation to an approved project must be submitted through the formal change request process. Additionally, the change must be authorized by the regional council and should a change request be denied, funds can be reallocated to another project or jurisdiction.

Authorized Official Printed Name: Kelly Templin, City Manager

Authorized Official Signature: _____

Prepared By Printed Name: Brian Hiten - City Clerk

Prepared By Signature: _____



BILL TO

City of College Station
 Accounting Division
 PO Box 9973
 College Station, TX 77842-9973
 (979) 764-3569 Fax: (979) 764-3899
 VendorInvoiceEntry@cstx.gov

Purchase Order

Fiscal Year 2016 Page 1 of 2

Order Date 12/11/2015
Purchase Order # 16201291-00

VENDOR

IC LOGIC INC
 USAT CORP.
 104 S ESTES DRIVE
 CHAPEL HILL NC 27514

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

REMIT

IC LOGIC INC.
 USAT CORP.
 PO BOX 9334
 CHAPEL HILL NC 27515-9334

INFORMATION TECHNOLOGY SRVS
 PO Box 9960
 310 Krenek Tap Rd
 College Station TX 77842

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference		
		161289			
Date Ordered	Vendor Number	Order Date	Department/Location		
12/11/2015	3156	12/18/2015	IT Department		
Item#	Description	Qty	UOM	Unit Price	Extended Price
1	Rugged, enterprise-class, mobile 3G/4G LTE multi-brand router with WiFi for Verizon 22259100-5720 \$1,619.98	2.00	EACH	\$809.990	\$1,619.98
2	5-Yr Enterprise Cloud Manager + CradleCare Support Agreement, Category 2 Product 22259100 .5720 \$656.00	2.00	EACH	\$328.000	\$656.00
3	LTE/LTE/WIFI/WIFI/GPS (5 Cables) - 694-960/1710-2170 MHz (x2), 2.4-2.5/4.9-6 GHz (x2) RP SMA, 15 ft RF-195 SMA-plug, GPS 15 ft RG-174 SMA-plug 22259100 - 5720 \$460.96	2.00	EACH	\$230.480	\$460.96
4	Conductive ground plane designed for optimal antenna performance on 4G LTE (640-700MHz), 3G CDMA and 3G GSM based cellular networks. Ground plane uses straightlining finish to ensure flatness and to optimize planar surface area. Corrosion resistant 8.507" diameter circular aluminum ground plane optimized for 694-960 MHz CELL/LTE, as well as 3G 800-2100 MHz cellular applications. Center bored to accept most 23mm and 5/8" antenna shaft sizes as well as adhesive antenna side wire styles. Designed & Manufactured in the USA. 22259100 - 5720 \$19.90	2.00	EACH	\$9.950	\$19.90
5	Verizon LTE SIM, Mini SIM card (4G SIM card 2FF) 22259100 - 5720 \$11.90	2.00	EACH	\$5.950	\$11.90
6	DevProv + 90 is a suite of WWAN services designed to reduce your total cost of ownership by providing your Company with provisioning and support services related to your network device. The DevProv + 90 support window begins from date of invoice and includes services listed on estimate 935548. 22259100 .5720 \$120.00	2.00	EACH	\$60.000	\$120.00
7	Shipping Cost 22259100 .5720 \$14.55 Estimate Number 935548	1.00	EACH	\$14.550	\$14.55

BY

 Buyer

VENDOR COPY

PO Total

CONTINUED

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE GRANT APPLICATION FOR THE HOTSPOT TECHNOLOGY TO THE OFFICE OF THE GOVERNOR.

WHEREAS, The City of College Station finds it in the best interest of the citizens of College Station, Texas that the Hotspot Technology Project be operated for 2016; and

WHEREAS, The City of College Station agrees to provide applicable matching funds for the said project as required by the Homeland Security grant application; and

WHEREAS, The City of College Station agrees that in the event of loss or misuse of the Office of the Governor funds, The City of College Station assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, The City of College Station designates its Emergency Management Coordinator as the grantee's authorized official. The authorized official is granted the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

PART 1: That the City Council hereby approves the Hotspot Technology Grant Application.

PART 2: That the City Council hereby agrees to provide applicable matching funds for the said project if required by the Homeland Security grant application.

PART 3: That the City Council hereby approves its Emergency Management Coordinator as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

ADOPTED this 9th day of June, A.D. 2016.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

City Attorney



Legislation Details (With Text)

File #: 16-0298 **Version:** 1 **Name:** SH 6 Water Line Project Phase I and Phase II
Type: Contract **Status:** Consent Agenda
File created: 5/10/2016 **In control:** City Council Regular
On agenda: 6/9/2016 **Final action:**

Title: Presentation, possible action, and discussion regarding approval of a Professional Services Contract (Contract No. 16300228) with Jones & Carter, Inc. in the amount of \$177,000 for the design, bidding, and construction phase services for the State Highway 6 Water Line Project Phases I and II and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Sponsors: Donald Harmon

Indexes:

Code sections:

Attachments: [SH 6 Water Line Project Map.pdf](#)
[State Hwy 6 Water Line Ph I II DRR \(5-26-2016\).pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of a Professional Services Contract (Contract No. 16300228) with Jones & Carter, Inc. in the amount of \$177,000 for the design, bidding, and construction phase services for the State Highway 6 Water Line Project Phases I and II and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: The scope of this contract includes design, bidding, and construction phase services for the State Highway 6 Water Line Project Phases I and II. This project consists of the State Highway 6 Water Line Phase I Project and the State Highway 6 Water Line Phase II Project as identified in the Capital Budget. Phase I includes 2,200 linear feet of 24-inch water line along State Highway 6 from William D. Fitch Parkway to Venture Drive. Phase II includes 2,400 linear feet of 24-inch water line along State Highway 6 from Christ United Methodist Church to St. Joseph Urgent Care Center. Both water lines are included in the 2015 Water Master Plan and are needed to serve future development south of William D. Fitch Parkway.

Jones & Carter was selected for this project as the most highly qualified firm as part of RFQ# 16-045.

Budget & Financial Summary: Funds in the amount of \$2,525,000 are budgeted for these projects in the Water Capital Improvement Projects Fund. The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because the the long term debt has not yet been issued for the projects. The debt for the projects is scheduled to be issued later this fiscal year and next fiscal year.

Attachments:

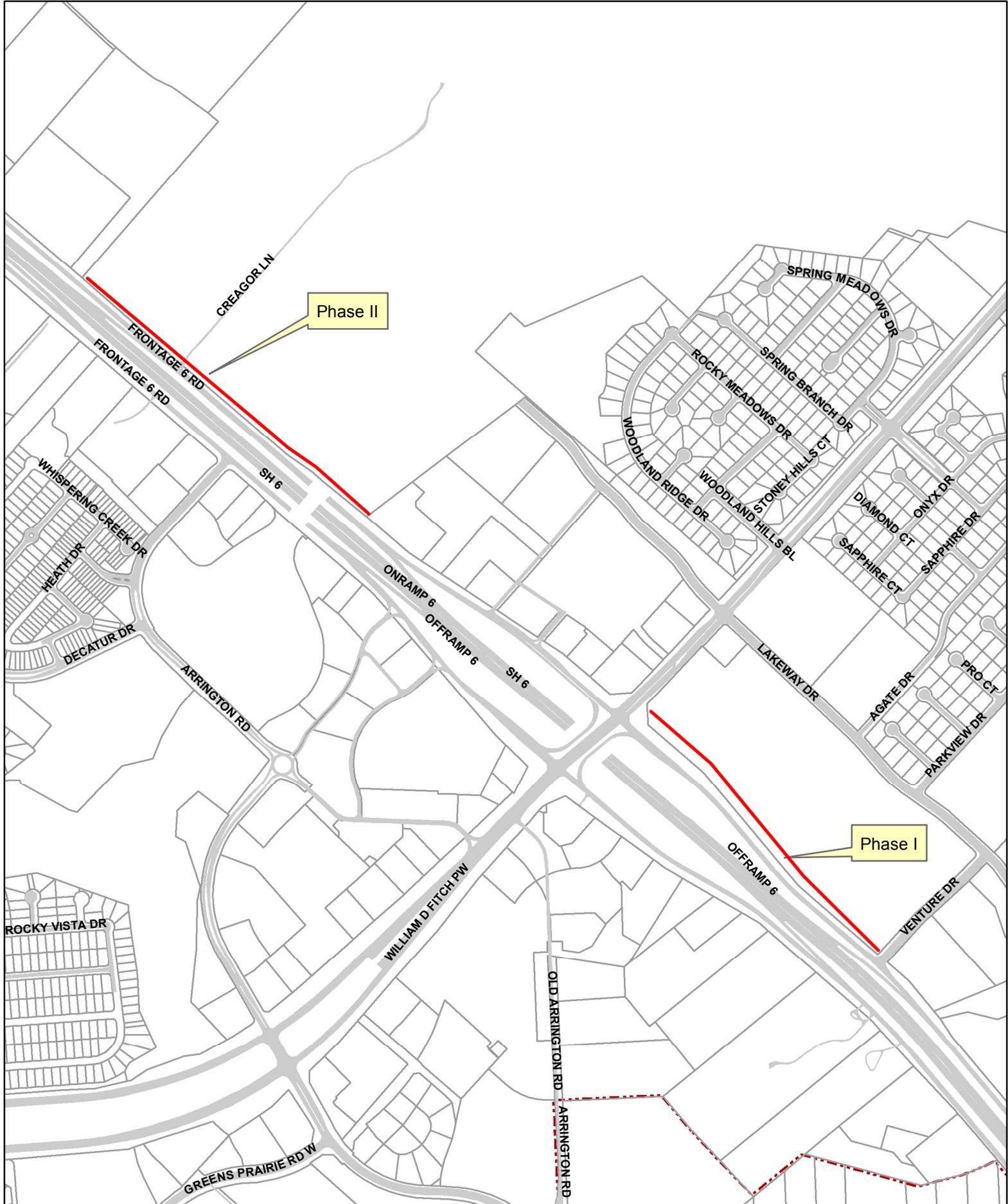
1. Contract - On file in the City Secretary's Office
2. Project Location Maps
3. Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt



State Highway 6 Water Line PH I/II Project

Plot Date: 5/2/2016

Project Map



RESOLUTION NO. _____

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH
PROCEEDS FROM DEBT

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

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

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

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$2,525,000, for the purpose of paying the aggregate costs of the Project.

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

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

PASSED AND APPROVED THIS 9th DAY OF June, 2016.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

(Seal)

APPROVED:



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

Exhibit "A"

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

State Highway 6 Water Line Phases I and II

Phase I includes the design and construction of a water line along State Highway 6 from William D. Fitch Parkway to Venture Drive. Phase II includes the design and construction of a water line along State Highway 6 from Christ United Methodist Church to St. Joseph Urgent Care Center.



Legislation Details (With Text)

File #: 16-0299 **Version:** 1 **Name:** Traffic Operations Renovation
Type: Contract **Status:** Consent Agenda
File created: 5/10/2016 **In control:** City Council Regular
On agenda: 6/9/2016 **Final action:**
Title: Presentation, possible action, and discussion on a Professional Services Contract (Contract No. 16300403) with Brown Reynolds Watford Architects in the amount of \$52,120 for the professional services related to the design of the Traffic Operations Renovation (part of the ITS Master Plan Implementation 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. 16300403) with Brown Reynolds Watford Architects in the amount of \$52,120 for the professional services related to the design of the Traffic Operations Renovation (part of the ITS Master Plan Implementation project).

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

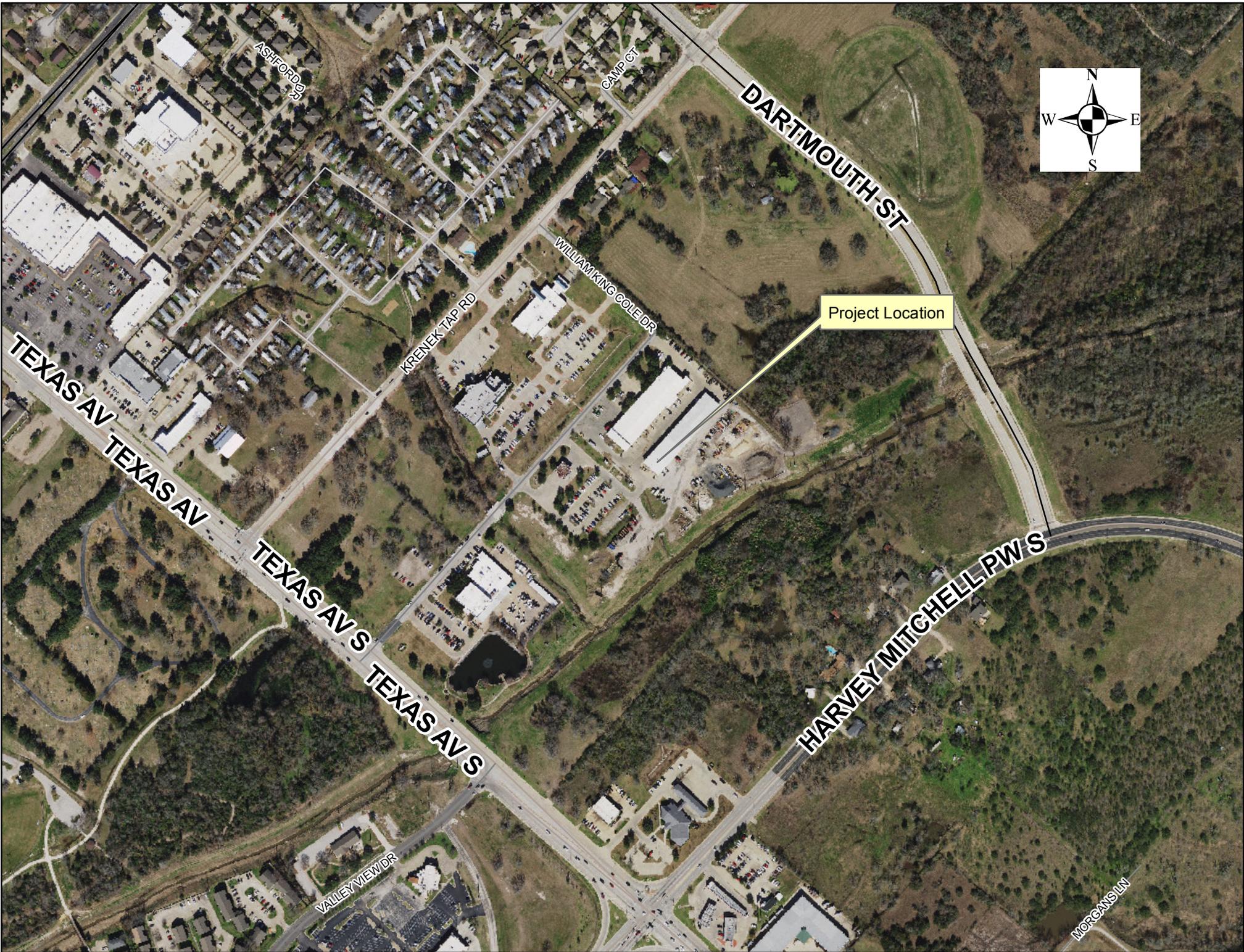
Summary: In 2013, an Intelligent Transportation System (ITS) Master Plan was developed in order to provide an evaluation status of the Traffic Division with regard to the use of technology, identify the State of the Practice of technology, and how to move the Traffic Division forward. The plan identified many short comings and deficiencies such as signal controllers and central system software that are at the end of their useful lives.

This project is part of the ITS Master Plan Implementation and includes the renovation of the existing Traffic Operations office and work space. The renovation will include a new control room, additional storage area, a new restroom, and rehabilitation of the existing second floor storage area.

Budget & Financial Summary: A total of \$5,425,000 is budgeted for the ITS Master Plan Implementation project in the Streets Capital Improvement Projects Fund. A total \$360,000 of the ITS Master Plan Implementation budget is included for the renovations of the traffic operations office and work space.

Attachments:

1. Contract No. 16300403 (on file with the City Secretary's Office)
2. Project Location Map



Project Location

ASHFORD RD

CAMP CT

DARTMOUTH ST

KRENEK TAP RD

WILLIAM KING COLE DR

TEXAS AV

TEXAS AV

TEXAS AV S

TEXAS AV S

VALLEY VIEW DR

HARVEY MITCHELL PW S

MORGAN LN



Legislation Details (With Text)

File #: 16-0300 **Version:** 1 **Name:** Traffic Signal Cabinets
Type: Contract **Status:** Consent Agenda
File created: 5/10/2016 **In control:** City Council Regular
On agenda: 6/9/2016 **Final action:**
Title: Presentation, possible action, and discussion regarding the purchase of 10 traffic signal cabinets from Paradigm Traffic Systems Inc. for \$90,980. These cabinets will replace TS-1 cabinets in the system in order to provide functionalities with the new Intelligent Transportation System.
Sponsors: Donald Harmon
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the purchase of 10 traffic signal cabinets from Paradigm Traffic Systems Inc. for \$90,980. These cabinets will replace TS-1 cabinets in the system in order to provide functionalities with the new Intelligent Transportation System.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

Recommendation(s): Staff recommends approving the purchase of the traffic signal cabinets.

Summary: These signal cabinets will replace TS-1 cabinets in the system that do not fully support the latest traffic technology. The cabinets are on BuyBoard Contract # 432-13. These cabinets will be replaced by City Staff during late nights and early mornings to minimize disruption of traffic.

Budget & Financial Summary: Funds are budgeted and available in the Streets Capital Improvement Projects Funds. This purchase is part of the ITS Master Plan with Certificates of Obligation in the amount of \$4,500,000.

Attachments:

None



Legislation Details (With Text)

File #: 16-0307 **Version:** 1 **Name:** Impact Fee Semi-Annual Report
Type: Report **Status:** Consent Agenda
File created: 5/11/2016 **In control:** City Council Regular
On agenda: 6/9/2016 **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: [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 May 5th, the Planning and Zoning Commission, serving 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.

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: May 11, 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.):

92-01 Sanitary Sewer (Graham Road) (508 ac.) \$339.63/LUE

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 **\$17,569.15** for total amount of **\$672,674.99** (per Acct #92519000 4560). The remaining amount eligible for collection is about **\$753,467**. 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 **\$223.55** for total amount of **\$25,814.04** (per Acct #92529000 4560). The remaining amount eligible for collection is about **\$100,130**. 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 **\$0.00** 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.

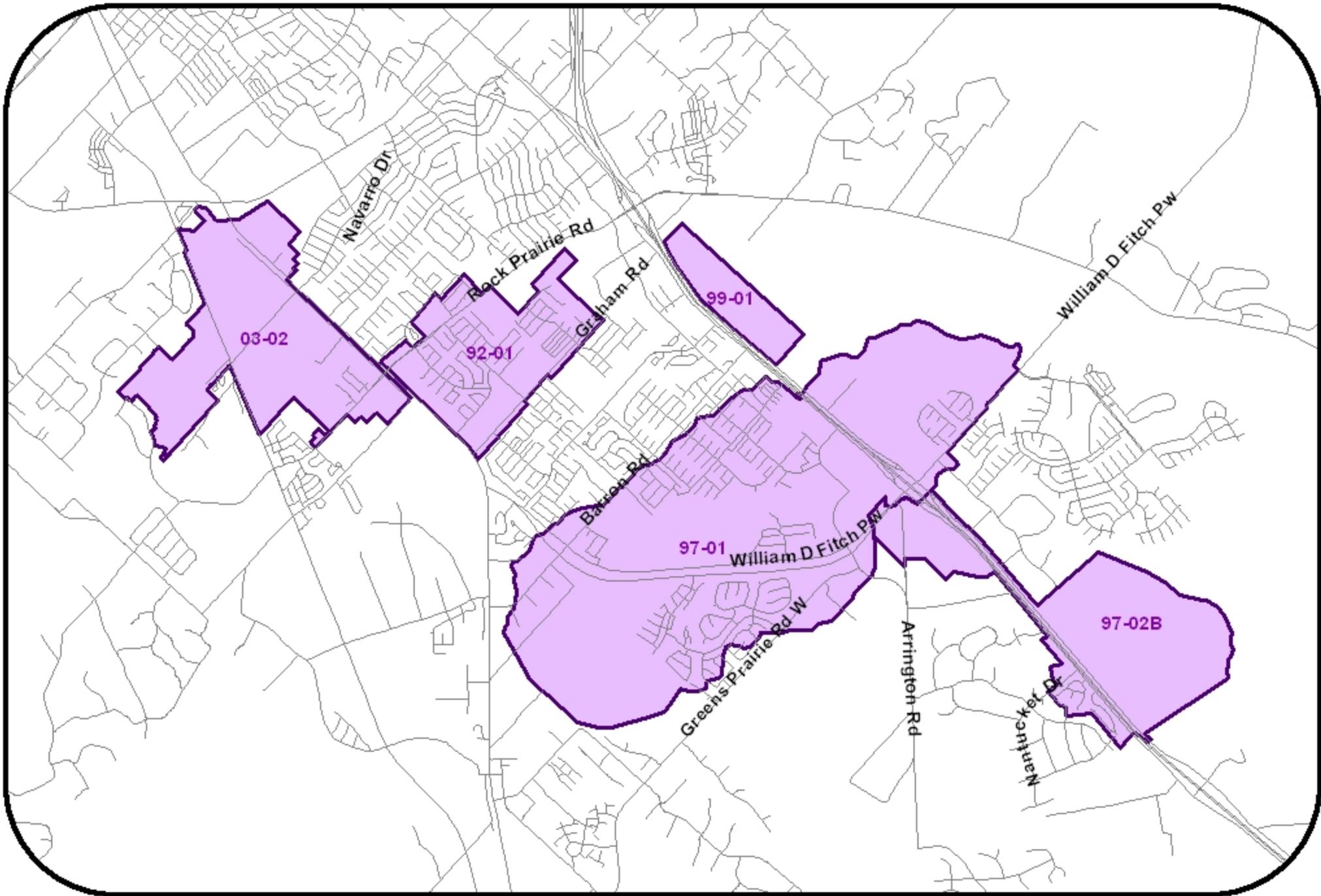
03-02 Sanitary Sewer (Steeplechase) (715 ac.) \$144.87/LUE

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 **\$25,207.38** for total amount of **\$236,787.08** (per Acct #253-0000-287.51-13). The remaining amount eligible for collection is about **\$836,683**. 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	\$672,675	\$753,467
97-02B Alum	2656	\$ 44.71	\$25,814	\$100,130
99-01 Harley	396	\$ 996.03	\$72,211	\$272,374
03-02 Steeplechase	7051	\$ 144.87	\$236,787	\$836,683
		Total	\$1,331,779	\$2,005,336

Attachments:

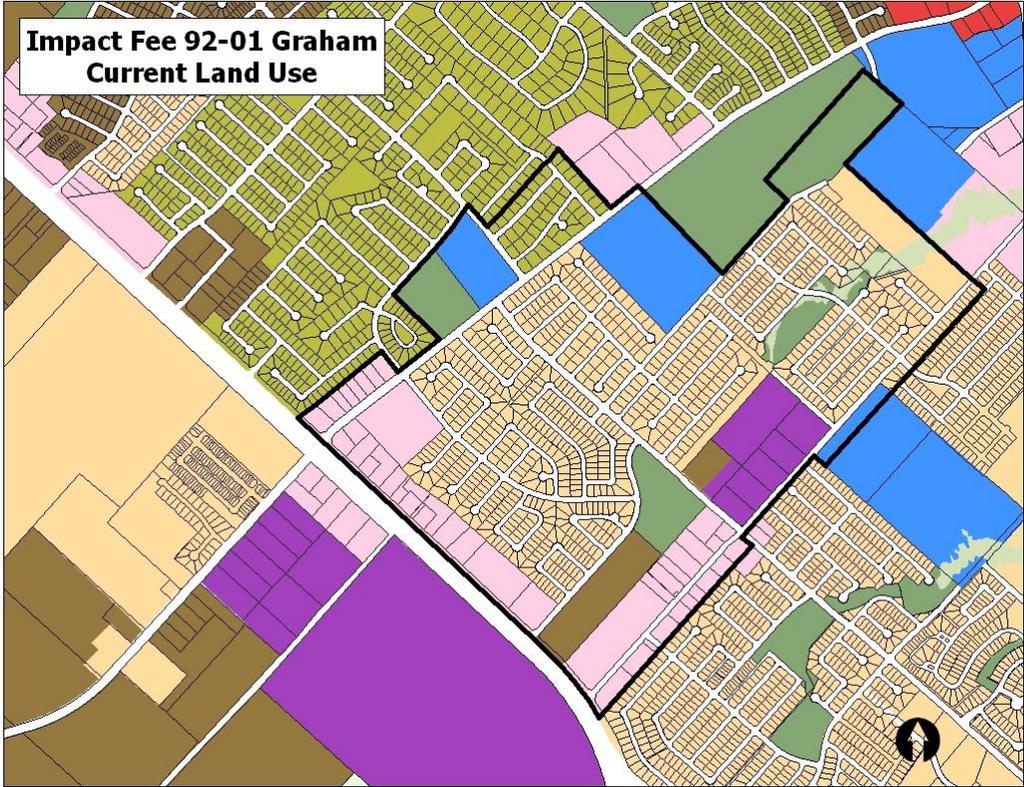
1. Impact Fee Service Areas Map
2. Current Land Use Map per Impact Fee Area



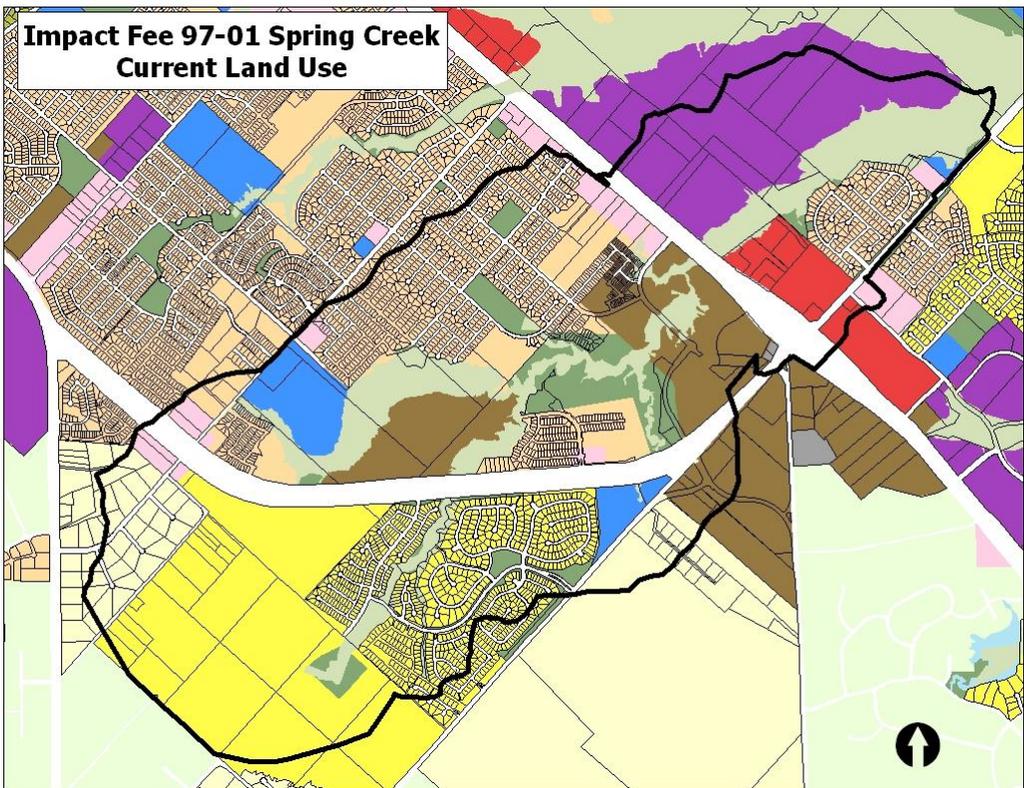
1 inch equals 4,000 feet



Impact Fee Areas - January 2013

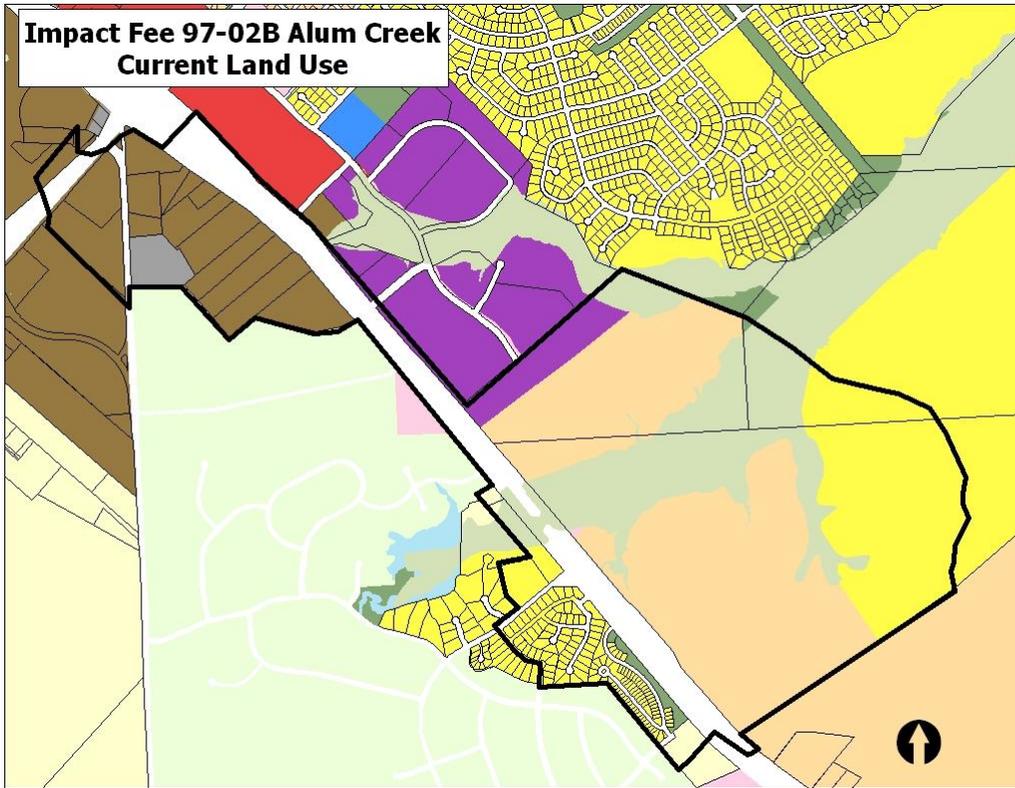


**Impact Fee 92-01 Graham
Current Land Use**



**Impact Fee 97-01 Spring Creek
Current Land Use**



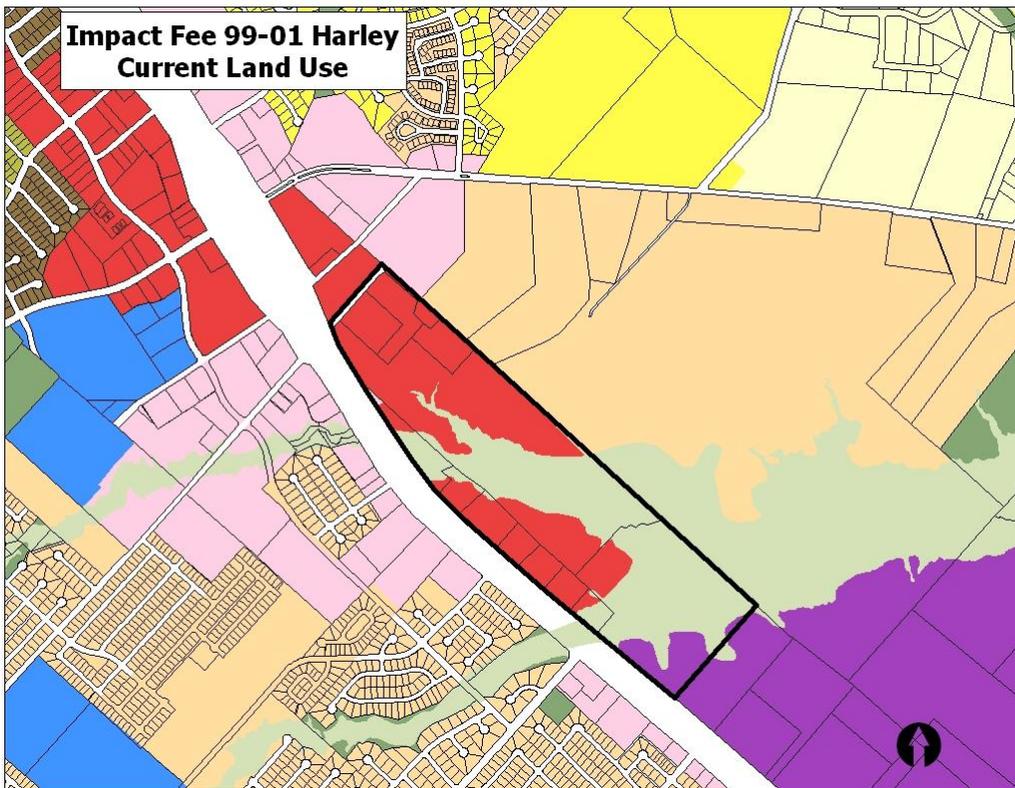


Legend

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



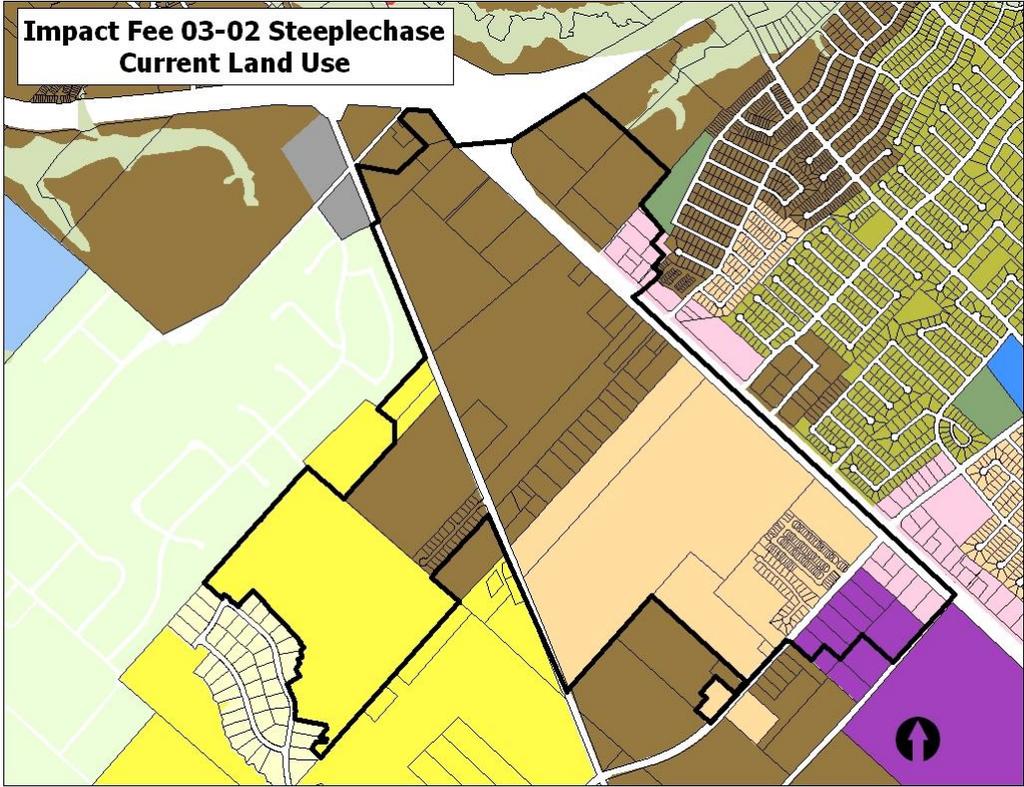
Legend

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 #: 16-0311 **Version:** 1 **Name:** Employee Health Clinic Agreement
Type: Contract **Status:** Consent Agenda
File created: 5/13/2016 **In control:** City Council Regular
On agenda: 6/9/2016 **Final action:**
Title: Presentation, possible action, and discussion to approve a contract between the City of College Station and CHI St. Joseph Health for the annual amount not to exceed \$465,688.60 to provide Employee Health Clinic services and operations management.
Sponsors: Alison Pond
Indexes:
Code sections:
Attachments: [College Station Employee Health Clinic-St.Joseph 5-26-16.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion to approve a contract between the City of College Station and CHI St. Joseph Health for the annual amount not to exceed \$465,688.60 to provide Employee Health Clinic services and operations management.

Relationship to Strategic Goals:

- Financially Sustainable City

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

Summary: In June 2015, the City of College Station solicited proposals from firms to provide Employee Health Clinic Operations and Management Services for City of College Station employees, retirees, and employee dependents ages five and older, who are enrolled in the City’s self-funded group health insurance plan. The City received proposals from five (5) health care companies. A review panel comprised of Human Resources and Risk Management staff, the City Manager’s Office, and an outside consultant recommended by the City’s Benefits Broker, interviewed three firms.

The review panel completed a scoring matrix and recommended CHI St. Joseph Health as the most responsive proposer to provide non-emergency health and occupational medicine services. The proposed contract with CHI St. Joseph is a three-year agreement with one additional three-year renewal term by mutual agreement of the parties at least sixty days before the Agreement’s expiration. The annual not-to-exceed amount of \$465,688.60 includes all costs for facilities, personnel, equipment and supplies.

Reviewed and Approved by Legal: Yes.

Budget & Financial Summary: Funds are available and budgeted in the Employee Group Insurance

and Workers' Compensation Fund. \$550,000 was budgeted in the Employee Benefits Fund for the first year cost of the health clinic.

Attachments:

- Employee Health Clinic Agreement with CHI St. Joseph

EMPLOYEE HEALTH CLINIC AGREEMENT

This Employee Health Clinic Agreement ("Clinic Agreement" or "Agreement") is by and between CHI St. Joseph Health, a Texas non-profit corporation ("St. Joseph" or "Provider"), and the City of College Station, a Texas Home-Rule Municipal Corporation ("City").

RECITALS

WHEREAS, the City desires to enter into an Agreement with St. Joseph to provide certain administrative and clinical services, clinic facilities, and personnel to accomplish City's objectives of establishing an Employee Health Clinic ("Clinic") for treating the non-urgent health care needs of City employees, retirees and dependents' enrolled in the City's Group Health Insurance Plan ("GHIP"), and

WHEREAS, St. Joseph desires to enter into an Agreement with the City to provide such administrative and clinical services, clinic facilities, and personnel, and

WHEREAS, St. Joseph believes entering into this Agreement will further the tax-exempt purpose of St. Joseph by promoting health and supporting and improving the availability of health services for residents of St. Joseph's community;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, City and St. Joseph agree as follows:

AGREEMENT

1. **Services to be Provided by St. Joseph.** St. Joseph agrees to provide the following services on the terms and conditions contained herein.

(a) **St. Joseph Clinic Administrator.** St. Joseph will provide a St. Joseph Clinic Administrator to provide management services and administrative direction for the Clinic according to the following terms. The Clinic Administrator responsibilities shall include, but are not limited to:

- i. Oversight of personnel recruitment and management, maintenance of adequate Clinic staffing, records management and accounting
- ii. Management of Clinic assets, supervision of St. Joseph operations, coordination of the St. Joseph medical staff, and Clinic facilities
- iii. Development of proposed annual budget
- iv. Coordinate monthly physician review of no less than ten (10) percent of all patient charts
- v. Other activities as determined by St. Joseph to operate Clinic efficiently

(b) City shall provide St. Joseph written notice of any deficiencies or dissatisfaction relating to the Clinic services or the Clinic operations. St. Joseph shall have thirty (30) days from the date of such notice to address such deficiencies or dissatisfaction to the City's reasonable satisfaction. If the deficiencies or dissatisfactions are not cured to the reasonable satisfaction of City after such thirty (30)-day period, St. Joseph and the City shall work cooperatively to cure such deficiencies or, upon mutual agreement of the parties, to replace the Clinic Administrator or medical provider.

(c) Management Services.

- i. St. Joseph will be the sole and exclusive administrator of all day-to-day Clinic business functions. St. Joseph will provide all management and administrative services reasonably required by the City in connection with the provision of Clinic services and Clinic operations.
- ii. St. Joseph may enter into arrangements with vendors, contractors and suppliers as St. Joseph reasonably deems necessary to provide the services contemplated in this Agreement.

(d) Administrative Personnel. St. Joseph will retain and provide certain administrative personnel necessary for the conduct of the medical operations, such as accounting, invoicing, reporting and Clinic support. St. Joseph will determine and pay salaries and fringe benefits, and will provide all other personnel and human resource services. St. Joseph retains the right to recruit, hire, train, discipline and terminate any and all Administrative Personnel.

(e) Scope of Services. During the term of this Agreement and as may be requested by City from time to time, St. Joseph shall provide the services set forth on Exhibit "A" "Scope of Services" attached hereto and incorporated herein. At any time, City may ask St. Joseph to provide a service not listed on Exhibit "A"; provided the terms of providing any additional services shall be mutually agreed upon in advance and in writing by the parties as an amendment to this Agreement. St. Joseph, at its discretion, shall have the right to decline the invitation to provide any such additional services.

(f) Staffing. St. Joseph will provide all medical professional staffing of Healthcare Personnel to Clinic under this Agreement sufficient to perform the outpatient Medical Services and day-to-day management and supervision of the Clinic. The Clinic shall be limited to non-urgent healthcare visits by current City employees, retirees, and dependents age five (5) and older currently enrolled in the City's GHIP.

(g) Policies. St. Joseph shall provide the City with operations, protocols, and policies describing how St. Joseph will address staffing needs and related policies regarding the operation of the Clinic.

2. Licensure and Certification. St. Joseph shall ensure each medical provider performing services under this Agreement meets all requirements set forth below, and St. Joseph hereby represents and warrants each medical provider is and during the Term shall:

(a) be duly licensed and in good standing under the laws of the State of Texas to engage in the unrestricted practice of medicine

(b) have all customary state and federal narcotics and controlled substances numbers and licenses, without restriction or subject to any disciplinary or corrective action

(c) be a member in good standing of the St. Joseph Medical or Allied Health Staff with privileges to perform all services as required by this Agreement, and pursuant to the St. Joseph Medical Staff bylaws in effect as of the date of this Agreement and as they may be modified from time to time

(d) be certified or eligible for certification by the applicable state board

(e) be qualified and eligible at all times to provide services to beneficiaries as a participating medical provider under the Medicare and Medicaid programs

(f) be eligible to participate in Medicare, Medicaid, CHAMPUS, Tri-Care, and other federal healthcare programs, and will not have been, and during the term of this Agreement, will not be, sanctioned by the Health and Human Services Office of the Inspector General or the General Services Administration

(g) carry out his or her responsibilities under this Agreement in a professional, ethical, and diligent manner to serve the best interests of the City, its employees, retirees and dependents age five (5) and older enrolled in the City's GHIP

(h) render professional services in compliance with the applicable terms and standards of this Agreement.

3. **Records & Recordkeeping.** St. Joseph shall maintain, in accordance with St. Joseph's policies, a standard medical record for each patient treated by St. Joseph pursuant to this Agreement, containing such information and preserved for such time period as may be required by St. Joseph and by law. St. Joseph shall have custody of and shall be the sole owner of all medical records concerning all patients treated pursuant to this Agreement. City shall have no right of access or possession to any medical record generated in accordance with services provided hereunder.

4. **Compliance with Law.** St. Joseph will perform all obligations under this Agreement in compliance in all material respects with applicable federal, state, and local laws and regulations.

5. **Independent Professional Judgment.** Medical Providers providing Medical Services hereunder retain their independent professional medical judgment in the provision of such services. Neither St. Joseph nor the City shall direct or control any medical Provider's professional or medical judgment in matters involving patient care or treatment.

6. **Scheduling & Staffing.** The Provider shall provide services at the Clinic during normal business hours of Monday through Friday, 7:30 a.m. to 11:30 a.m. and 12:30 p.m. to 4:30 p.m. Variations of these hours may be considered as agreed upon by the Provider and the City. Hours may be extended based on demand, demonstrated success in meeting the City's expectations, and quality of care. Any costs associated with additional hours, which exceed the budgeted amount specified within this Agreement, must be approved in writing by the City. The Provider and its staff will use its best effort to see all patients with scheduled appointments within twenty (20) minutes of their arrival time to the Clinic. The Provider shall notify the City immediately should the Clinic be closed for any reason in order for the information to be properly communicated to City employees. In the event of clinician absence at the Clinic, the Provider will attempt to provide coverage by utilizing their provider pool. If Provider is unable to provide coverage within the City of College Station Employee Health Clinic, pre-booked appointments for routine follow-up care may be rescheduled while acute care will be provided at the St. Joseph Express Care-College Station. Provider agrees to waive the patient's copayment and be responsible for professional fees as well as lab fees associated with Point of Care Testing at this designated facility.

7. **Compensation for Services.** The City agrees to pay St. Joseph up to the following annual not to exceed amount as compensation for the services provided under this Agreement and as reimbursement of all actual costs and expenses incurred by St. Joseph under this Agreement. Except in the event of a duly authorized change order or modification approved by the City in writing, as provided in this Agreement, and in consideration of St. Joseph providing all services in conformity with this Agreement, the City shall pay St. Joseph an annual amount not to exceed **FOUR HUNDRED SIXTY-FIVE THOUSAND SIX HUNDRED EIGHTY-EIGHT AND 60/100 Dollars (\$465,688.60).**

(a) **Costs and Expenses of Services.** St. Joseph will submit the monthly invoice to the City for all professional health services provided during the preceding month by the fifteenth (15th) of the following calendar month. Such invoice shall include all receipts, third-party invoices, and actual costs incurred by Provider for providing the services, including, but not limited to, all costs for Clinic space, maintenance, equipment, supplies, or third party services as well as salary and benefits for personnel in relation to the provision of services plus an administrative overhead amount equal to nine point six percent (9.6%) of the total invoiced cost for the first year of this Agreement for initial clinic setup and initialization. For the second and subsequent years of this Agreement, the parties mutually agree to negotiate, in good faith, a reduction of the administrative overhead amount due to anticipated clinic efficiencies and economies of scale.

(b) **Reimbursement for Training.** The City will reimburse costs associated with the medical provider maintaining appropriate credentials, including travel expenses up to \$1,000.00 annually, if the City deems the training or education will specifically benefit the Clinic. Any such expense to be paid by the City should be approved in advance by the City Manager, or designee, in writing.

(c) **Staff Increases.** In the event Clinic staffing needs increase, the parties shall meet in good faith within thirty (30) days to adjust staffing needs. Such adjusted staffing needs may be a permanent or temporary response. The City and St. Joseph will determine appropriate increased compensation for any additional staffing used in the provisions of services hereunder.

8. Clinic Space.

(a) Clinic Space. St. Joseph will be responsible for providing adequate Clinic space for the services rendered pursuant to this Agreement. St. Joseph shall maintain such site in good order and in compliance with all applicable codes and ordinances of the City of College Station as well as all state and federal rules, regulations and laws. The provisions in this section do not create a landlord/tenant relationship and the City is not a party, in any capacity, to existing or future prime lease(s) that may cover the Clinic space property.

(b) Base Rate Payment. The City agrees to pay St. Joseph, as part of the monthly invoice submitted to the City by St. Joseph, the following pass-through base amounts. The base amount is calculated using the initial 1,515 square feet of utilized Clinic space, in Suite 100 of the building commonly referred to as the "Creekside Building", located at 2803 Earl Rudder Freeway, in College Station, Texas, for the following periods of time, so long as this Clinic Agreement remains in full force and effect:

PERIOD	Base Rate Per Square Foot	Monthly Base Payment	Annual Base Payment
Months 1-12	\$22.67	\$2,862.09	\$34,345.05
Months 13-24	\$22.89	\$2,889.86	\$34,678.35
Months 25-36	\$23.12	\$2,918.90	\$35,026.80
Months 37-48	\$23.35	\$2,947.94	\$35,375.25
Months 49-60	\$23.59	\$2,978.24	\$35,738.85
Months 61-72	\$23.82	\$3,007.28	\$36,087.30
Months 73-84	\$24.06	\$3,037.58	\$36,450.90

(c) Clinic Space Coterminous with Clinic Agreement. The parties agree that the City's obligations to pay such described amounts for Clinic space shall be coterminous with this Clinic Agreement. The City shall pay the base rate through the end of the month in which this Clinic Agreement expires or terminates.

9. Responsibilities of City.

(a) City Liaison. City shall appoint a qualified individual employed by the City to coordinate City's activities related to Clinic operations with the St. Joseph Clinic Administrator. Responsibilities include, but are not limited to, review of services, employee complaints related to services, occupational medicine and workers' compensation activities, bill review and cost containment. The Liaison will be the primary contact between St. Joseph and the City for all questions related to Clinic operations.

(b) Employee and Dependent Eligibility. City acknowledges St. Joseph is relying upon employees' proof of eligibility using a valid City GHIP identification card, or as otherwise deemed eligible by City in writing, to receive services at the Clinic. City shall not deny payment for services rendered to any individual to whom St. Joseph provided services hereunder in good faith and reliance on valid employee identification. The City shall not be responsible for payment for

medical services delivered to non-eligible employees, retirees and dependents who fail to present a City GHIP identification card.

10. Marketing.

(a) City will engage in marketing and advertising efforts designed to encourage utilization of the Clinic for non-urgent healthcare services by eligible City GHIP-enrolled employees, retirees and dependents age five (5) and older.

(b) St. Joseph shall provide a welcome packet to enrolled City employees with contact numbers for appointments, hours of operation, eligibility requirements, and other details.

(c) St. Joseph shall structure the planning and design of the Clinic with input from the City to encourage utilization of the Clinic by eligible GHIP-enrolled employees, retirees and dependents.

(d) Either party has the right to publicize the nature and existence of this Agreement including the use of the name of the other party; however, both parties agree they may not use the name of the other for any purpose other than those intended by this Agreement without the express written consent of the other party.

11. Non-Exclusivity. This Agreement is non-exclusive. Both parties retain authority to do business with any other party or parties for whatever purpose the parties deem necessary.

12. Term and Termination. Unless terminated as provided herein, this Agreement shall be effective as of the date of the last signature that makes the Agreement fully executed, and shall continue for a period of three (3) years. The Agreement may be renewed for one (1) additional three (3) year term by mutual written agreement of the parties at least sixty (60) days before the Agreement's expiration. St. Joseph and the City shall meet to review this Agreement for potential renewal at least ninety (90) days before the Agreement's expiration. This Agreement may be terminated as follows:

(a) Termination by City. The City, besides all other rights or remedies it may have, shall have the right to terminate this Agreement with or without cause upon ninety (90) days' written notice from the City Manager to Provider of the City's election to do so. Upon delivery of any notice of termination required herein, Provider shall discontinue all services in connection with the performance of the Agreement. Within ninety (90) days after receipt of the notice of termination, Provider shall submit a final statement showing in detail the services satisfactorily performed and accepted and all other appropriate documentation required herein for payment of services. If this Agreement is terminated for cause, Provider shall be liable for any damage to the City resulting there from. This liability includes any actual, direct and reasonable damages incurred by the City in completing Provider's work and subject to the City's right to mitigate its damages. The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement.

(b) Termination by Provider. This Agreement shall terminate upon cessation of all clinical services of Provider; provided Provider gives at least ninety (90) days' prior written notice. Within ten (10) days after the termination of this Agreement pursuant to this section, Provider shall submit a final statement showing in detail the services satisfactorily performed and accepted and all other appropriate documentation required herein for payment of services.

(c) Non-Appropriation of Funds. If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Agreement becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Agreement automatically terminates at the beginning of the first day of the successive fiscal year. (*Section 5, Article XI, Texas Constitution*). The City shall provide St. Joseph with at least thirty (30) days' prior written notification that funds are insufficient to meet the terms of this Agreement. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the Agreement, as determined by the City's budget for the fiscal year in question. The City may execute such termination by giving St. Joseph a written notice of termination at least thirty (30) days prior to the end of its then current fiscal year.

(d) Effect of Termination. Upon termination of this Agreement, the rights of the parties hereunder shall terminate; however, such action shall not relieve either party of obligations imposed with respect to services furnished prior to such termination.

13. No Property Ownership.

(a) All assets of City of whatever nature or type are and shall remain its sole and exclusive property. All debts, obligations and other liabilities of City of whatever nature and type are and shall remain its sole and exclusive obligation. St. Joseph does not intend to take ownership of any property nor undertake any obligations of City.

(b) All assets of St. Joseph of whatever nature or type are and shall remain its sole and exclusive property. All debts, obligations and other liabilities of St. Joseph of whatever nature or type are and shall remain its sole and exclusive obligation. City does not intend to take ownership of any property nor undertake any obligations of St. Joseph.

14. No Contractual Obligations. This Agreement does not abrogate any responsibilities undertaken by the respective parties regarding agreements or contracts now existing and in no way limits the right of either party to enter into other contracts or agreements in the future. Neither party assumes any debt, obligation or liability of the other under such agreements.

15. No Obligation to Refer. Nothing in this Agreement shall be construed to require the parties to make referrals of patients to one another. No payment is made under this Agreement in return for the referral of patients or in return for the ordering, purchasing or leasing of products or services from either party.

16. **Warranty, Indemnification, & Release.**

(a) As an experienced and qualified health professional, the Provider warrants the services provided by the Provider reflects high professional and industry standards, procedures, and performances. The Provider warrants the selection of supplies and equipment, the selection and supervision of personnel, and the performance of other services under this Agreement, is pursuant to a high standard of performance in the profession. The Provider warrants that the Provider will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Agreement. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Provider, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their information or any documents, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Provider, its employees, associates, or agents.

(b) The Provider shall promptly correct any defective document furnished by the Provider at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the services hereunder shall in no way alter the Provider's obligations or the City's rights hereunder.

(c) The Provider must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, licensees, and other persons, as well as their personal property, while performing health services for the City. It is expressly understood and agreed the City shall not be liable or responsible for the negligence of the Provider, its officers, employees, agents, invitees, licensees, and other persons.

(d) **Indemnity.** To the fullest extent permitted by law, Provider fully indemnifies and holds harmless the City, and its members, officers, agents and employees from any and all liabilities, damages, losses and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Provider in the performance of the Agreement. The City reserves the right, at its option, to participate in the defense of any suit, without relieving the Provider of any of its obligations hereunder. The obligations of this clause will survive the termination of this Agreement and will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. If this clause is found to conflict in any way with Texas law, the clause will be considered modified by such laws, to the extent necessary to remedy the conflict.

(e) **Release.** The Provider releases, relinquishes, and discharges the City, its members, officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Provider or its employees and any loss of or damage to any property of the Provider or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Provider's negligent performance of the work. Both the City and the Provider expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance.

(f) The Provider and its employees shall not be financially interested directly or indirectly in any equipment or supply contract resulting from the professional services provided herein.

(g) **No Waiver.** By entering into this Agreement, City does not consent to suit, waive its governmental immunity or the limitations as to damages contained in the Texas Tort Claims Act.

17. **Insurance.** St. Joseph shall procure and maintain, at its sole cost and expense for the duration of this Agreement, appropriate insurance against claims pertaining to the operation of a medical facility, in accordance with industry standards, and insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of services by St. Joseph, its officers, agents, volunteers and employees. Such insurance requirements may be met by a combination of self-insurance and excess or umbrella policies. Minimum limits of liability and insurance requirements are attached as Exhibit "F". Certificates of insurance issued on the most current State of Texas Department of Insurance-approved forms evidencing the required insurance policies are attached in Exhibit "G".

18. **Notice.** Notices required to be or otherwise which are in writing shall be deemed duly served when personally received by one of the parties as set forth below, or in lieu of such personal service, when deposited in the United States mail, certified, postage prepaid, addressed to such party at the following addresses:

If sent to St. Joseph, to:
CHI St. Joseph Health
Attn: Vice President
Physician Exterprises
2801 Franciscan Drive
Bryan, TX 77802

If sent to City, to:
City of College Station
Human Resources Department
P.O. Box 9960
College Station, TX 77842

With Copy to:
City of College Station
City Attorney's Office
P.O. Box 9960
College Station, TX 77842

19. **General Provisions.** In its performance under this Agreement, the parties agree to the following general provisions.

(a) **Compliance with CHI Standards of Conduct.** St. Joseph shall comply with the Catholic Health Initiatives ("CHI") Standards of Conduct as set forth in the Our Values & Ethics at Work Reference Guide, available at <http://www.catholichealthinitiatives.org/corporate-responsibility>.

(b) **Ethical and Religious Directives.** St. Joseph shall comply with the United States Conference of Catholic Bishops' Ethical and Religious Directives for Catholic Health Care Services, available at <http://www.usccb.org/>.

(c) Legal Compliance. St. Joseph and City shall comply with all applicable laws, rules, and regulations.

(d) Access to Records. If required by 42 U.S.C. § 1395x(v)(1)(I), until the expiration of four (4) years after the termination of this Agreement, St. Joseph shall make available, upon written request by the Secretary of the Department of Health and Human Services, or upon request by the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of the services provided by St. Joseph under this Agreement. If St. Joseph carries out any of its duties under this Agreement through a subcontract with a value or cost of \$10,000 or more over a twelve (12) month period, such subcontract shall contain the same requirements.

(e) No Debarment. City warrants that neither it nor its principals or employees are, or have been, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federally funded program ("Debarment"). City shall immediately notify St. Joseph of any threatened or actual Debarment. If City is so debarred, suspended, or excluded, this Agreement shall immediately and automatically terminate.

(f) Jeopardy. If the continued performance of this Agreement jeopardizes St. Joseph's or any of its affiliated entities' (i) licensure, (ii) participation in or recovery from any reimbursement or payment programs, (iii) accreditation status, or (iv) tax exempt or bond financing status, St. Joseph shall notify City so the parties may resolve the issues. If no resolution is reached within fifteen (15) days, St. Joseph may terminate this Agreement immediately and without penalty.

(g) Equal Employment Opportunity. St. Joseph is an Equal Employment Opportunity and Affirmative Action employer. As such, 41 CFR 60-1.4(a), 41 CFR 60-300.5, 41 CFR 60-741.5 as well as 29 CFR Part 471, Appendix A to Subpart A are herein incorporated by reference. By acceptance of this Agreement, City represents and warrants that unless exempted under the terms of these applicable laws, it will comply with the foregoing statutes, rules and regulations and all amendments thereto. To the extent applicable, St. Joseph and City shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

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

20. Entire Agreement. This Agreement, together with any exhibits or attachments, constitutes the entire understanding between St. Joseph and City and all prior negotiations of the parties have been merged into this Agreement. There are no understandings, representations, or agreements either oral or written other than those set forth herein and all prior management

agreements are expressly terminated as of the effective date of this Agreement. No amendment, waiver, change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by both parties. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provisions shall remain in full force and effect. The signing of this Agreement shall terminate any other management agreement between the parties concerning the subject matter contained herein.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

22. Status of Parties.

(a) It is mutually understood and agreed that in the performance of the services under this Agreement, St. Joseph and St. Joseph personnel are at all times acting as independent contractors of the City. It is expressly agreed and understood that neither St. Joseph nor its personnel shall for any purpose be deemed to be or shall be represented to be an employee, agent, ostensible or apparent agent, servant, partner or joint venture of the City. St. Joseph shall be solely responsible for determining the manner in which St. Joseph's services are provided and ensuring that such services are rendered in a manner consistent with the goals and objectives referenced in this Agreement, and that the sole interest of City is that the services under this Agreement are performed and rendered in a competent, efficient, non-discriminatory, and satisfactory manner in accordance with community medical standards and applicable accreditation standards. It is expressly agreed by the parties hereto that no work, act, commission or omission of St. Joseph or St. Joseph personnel shall be construed to make or render St. Joseph the agent, employee or servant of the City.

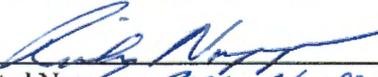
(b) At all times during the term of this Agreement, St. Joseph and St. Joseph personnel will adhere to appropriate safety standards related to the activities performed on behalf of City. Further, St. Joseph and St. Joseph personnel understand the risks associated with the activities to be provided under this Agreement and agree that any injuries any St. Joseph personnel may sustain while performing those activities will be St. Joseph's sole responsibility. St. Joseph will be responsible for full payment of any medical bills or hospital bills related to injuries any St. Joseph personnel may sustain while performing these activities, if applicable. City will not reimburse St. Joseph for any medical bills or hospital bills related to injuries arising from Clinic services, nor will City pay any costs associated with workers' compensation, disability, unemployment, or other insurance or claim.

(c) St. Joseph and St. Joseph personnel acknowledge that personnel providing services hereunder shall exercise their own independent professional medical judgment in the provision of such services. City shall not direct or control any St. Joseph personnel's professional or medical judgment in matters involving patient care or treatment.

(d) The parties agree to take any and all action as may be reasonably requested by either party to inform the public, City employees, retirees and dependents utilizing the Clinic, of the independent contractor nature of their relationship.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed by its duly authorized officer.

CHI ST. JOSEPH HEALTH

By: 
Printed Name: Rick Napper
Title: PRESIDENT/CEO
Date: 5-26-16



CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:


City Attorney
Date: 5/26/2016

Assistant City Manager/CFO
Date: _____

List of Exhibits:

- Exhibit A – Scope of Services
- Exhibit B – Clinic Not to Exceed Amounts
- Exhibit C – Occupational Med Services
- Exhibit D – Staffing
- Exhibit E – Monthly Clinic Reports
- Exhibit F – Insurance Requirements
- Exhibit G – Certificates of Insurance

EXHIBIT A

SCOPE OF SERVICES

Clinical Scope of Services St. Joseph will provide:

The Clinical Scope of Services offered by St. Joseph at the Clinic shall include, but is not limited to, the following outpatient Clinic services:

Dermatology:

- Minor cellulitis
- Linear laceration < 4cm to the face & < Burn to extremity
- 1"1 degree burns
- Animal bites, no debridement
- Puncture wounds to extremities
- Minor contusions and abrasions
- Skin rashes
- Allergic reactions without shortness of breath
- Uncomplicated abscess
- Impetigo
- Diaper rash
- Chicken pox
- Suture removal
- Wound checks
- Dressing changes
- Insect bites

Gastrointestinal:

- Constipation
- Diarrhea with normal vital signs
- Vomiting with normal vital signs, without abdominal pain
- Persistent vomiting or diarrhea

Genitourinary:

- Dysuria
- Urethral discharge in males
- Vaginal discharge without pelvic pain

Head, eye, ear, neck and throat issues:

- Earaches
- Toothaches
- Sore throats with fever
- Conjunctivitis
- Acute sinusitis
- Unresolved epistaxis without hypertension
- Corneal abrasions

- Sub conjunctival hemorrhages
- Foreign body to ear, cornea or nose
- Sty

Musculoskeletal:

- Back pain without focal neurological deficit
- Extremity injury without obvious deformity

Neurological:

- Chronic recurrent migraine

Pediatric:

- Age 5 and over with fever or history of fever >100.4 to Emergency Services
- Ages 5 and over and non-toxic appearing
- Rash, feeding problems, congestion, constipation or conjunctivitis

Respiratory:

- Cough without signs of CHF or severe COPO/asthma
- Cold/flu symptoms
- Respiratory rate <30 {<45 in peds) & O2 sat >95%o
- Chest pain, pleuritic, non-cardiac
- Acute bronchitis

Occupational Medicine Services:

- Subungual hematoma
- Drug screens (DOT and non-DOT)
- Breath Alcohol testing (DOT and non-DOT)
- Return to work releases
- Immunizations (Hepatitis A, Hepatitis B, TB Screening (PPD), Tetanus/diphtheria and Flu Shots)
- Blood borne pathogen and communicable disease exposures
- Rabies exposure or follow-up immunizations
- EKG
- Spirometry
- Pre-employment and Fit for Duty Physicals
- Vision tests
- Hearing tests

Workers' Compensation Services:

- St. Joseph shall adhere to all laws and statutes related to the Texas Workers' Compensation Insurance Program promulgated by the Texas Department of Insurance Division of Workers' Compensation.
- St. Joseph shall comply with the Official Disability Guidelines (ODG) adopted by the Texas Legislature in 2006 (House Bill 7), for the treatment of any covered work-related injuries.

- The City provides a robust return-to-work program for employees with covered compensable work-related injuries. St. Joseph shall cooperate with the City to ensure injured employees are able to return to some level of activity during their recovery until they are able to return to full duty.

The following services will be evaluated for a higher level of care at the Clinic, and may be directed or referred to another healthcare provider.

Cardiac:

- Cardiac symptoms

Gastrointestinal:

- Abdominal pain if any abnormal vital signs

Genitourinary:

- Scrotal swelling or injury
- Catheterizations for other than urinalysis or C&S
- Acute urinary retention

Head, eye, ear, nose, and throat:

- Visual disturbances
- Chemical burns

Musculoskeletal:

- Significant trauma to back
- Neck pain - post-Motor Vehicle Accident
- Obvious deformity of extremity
- Penetrating deep lacerations with possible tendon or nerve involvement
- Ejection from vehicle or from livestock
- Fall greater than one (1) times the patient's height
- Major intrusion, damage or high-speed crash
- Severe uncontrolled bleeding
- All paralysis or neurosensory deficits
- All suspected neurovascular or neurosensory injuries
- Systolic Blood Pressure <90 or Pulse <60 or >100 or Respiratory rate <10 or >29 in an adult
- Penetrating injury to head, neck, thorax or abdomen

Illnesses or symptoms caused by Motor Vehicle Accidents (MVA):

- Any MVA with major intrusion, damage or high speed
- Auto versus pedestrian injury
- Auto versus bicycle injury
- Motorcycle crash

Neurological:

- Loss of consciousness

- Head injury with loss of consciousness
- Focal neurological deficit

Pediatrics:

- Age 5 years and older and non-toxic appearing
- Age 5 years and older with fever or history of fever >100.4
- Any pediatric patient over 5 years requiring hydration therapy
- Age 5 years and older with rash, feeding problems, congestion, constipation or conjunctivitis

Miscellaneous:

- Follow-up with “worsening condition”
- SBP >180 or OBP >105 AND one of below: Neurologic symptoms including headaches, dizziness
- Dyspnea

EXHIBIT B

CLINIC NOT TO EXCEED AMOUNTS

SERVICES			MONTHLY	ANNUAL
Salaries				
Clinic Staff	Monthly	Annual		
APC	\$ 8,750.00	\$ 105,000.00		
LVN	\$ 3,116.50	\$ 37,398.00		
Office Assistant	\$ 1,941.33	\$ 23,296.00		
Medical Assistant	\$ 1,941.33	\$ 23,296.00		
Health Coach	\$ 3,750.00	\$ 45,000.00	\$ 19,499.16	\$ 233,989.92
Benefits (30% of Salaries)			\$ 5,849.75	\$ 70,197.00
Physician Fees			\$ 915.00	\$ 10,980.00
Drug Screening			\$ 219.26	\$ 2,631.12
Family Practice Drug Expense			\$ 1,500.00	\$ 18,000.00
OccMed Drug Expense			\$ 591.08	\$ 7,092.96
Regular Flu Shots			\$ 928.77	\$ 11,145.24
Flu Mists			\$ 98.75	\$ 1,185.00
Biometric Screenings			\$ 968.00	\$ 11,616.00
General Supplies (Non-medical supplies; mostly office supplies)			\$ 425.00	\$ 5,100.00
Purchased Maintenance (Pest control & unexpected maintenance required)			\$ 84.00	\$ 1,008.00
Utilities			\$ 450.00	\$ 5,400.00
Telephone			\$ 42.00	\$ 504.00
Travel & Education			\$ 83.33	\$ 1,000.00
Other Equipment Rental (Sun Print (copier/printer))			\$ 167.00	\$ 2,004.00
Lease			\$ 2,862.09	\$ 34,345.08
Purchased Services (Cleaning (\$450); Iron Mountain (\$50); Water & Coffee (\$75); Laundry (\$30); Suddenlink Internet & Cable (\$100); Steri-Cycle (bio-hazard) (\$10); Misc. (\$10))			\$ 725.00	\$ 8,700.00
SUBTOTAL			\$ 35,408.19	\$ 424,898.32
*Administrative Fees (9.6% of Operating Costs)			\$ 3,399.19	\$ 40,790.28
TOTAL Operating Costs			\$ 38,807.38	\$ 465,688.60

EXHIBIT C

OCCUPATIONAL MED SERVICES

Unit Pricing Overage Schedule
Not to Exceed Amounts: Billed at Cost

SERVICE	COST PER
Drug Screens	
DOT	\$ 15.38
Non-DOT Rapids	\$ 7.00
Immunizations	
Firefighter Labs (CMC & CBC)	\$ 46.00
Hep A Vaccine (2 shot series)	\$ 45.40
Hep B Vaccine (3 shot series)	\$ 25.10
Meningitis Vaccine	\$ 90.03
MMR Vaccine	\$ 60.00
PPD/TB	\$ 7.00
Prevnar	\$ 161.00
Rabies Vaccine	\$ 309.00
Shingles Vaccine	\$ 19.32
TDAP	\$ 37.00
TD Vaccine	\$ 20.00
Varicella Vaccine	\$ 103.00
Varicella Titer	\$ 52.00
Flu Shots	
Flu Mist	\$ 23.70
Flu Shots (regular)	\$ 16.39
Wellness Biometric Testing	
Lipid Profile (total cholesterol, triglycerides, HDL, LDL & cardiac risk factor) Glucose	\$ 44.00

EXHIBIT D

STAFFING

MINIMUM STAFF: At a minimum, Clinic personnel shall include:

- One (1) Advanced Practice Clinician
- One (1) Licensed Vocational Nurse
- One (1) Certified Nurse Assistant / Medical Assistant
- One (1) Office Assistant

EXHIBIT E

MONTHLY CLINIC REPORTS

- Unique patient count
- Total number of visits (employee vs. dependent vs. retiree)
- Total number: new patient visits, established patient visits, follow-up visits, lab only visits, nurse
- Visits, walk-in visits, wellness visits, urgent care visits, procedure visits, workers' compensation
- Total after hours calls
- Total flu vaccine
- Total immunizations (non-flu)
- Total new chronic diseases
- Total no-show
- Total referrals (broken down by specialty)
- Average visits per day
- Total number of billed services (need to capture each dx code)
- Major diagnosis and associated codes
- Costs for occupational health services (i.e., Hep B/PPD testing for high risk departments)

Other:

- Any other applicable reports as agreed to by the City and Provider

EXHIBIT F

INSURANCE REQUIREMENTS

Throughout the term of this Agreement the Provider ("Contractor") must comply with the following:

I. Standard Insurance Policies Required:

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Workers' Compensation
- D. Professional Liability
- E. Medical Malpractice

II. General Requirements Applicable to All Policies:

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

III. Commercial General Liability

- A. General Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.
- B. Policies shall contain an endorsement naming the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
- C. Limits of liability must be equal to or greater than \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000.00. Limits shall be endorsed to be per project.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance
- E. The coverage shall include, but not be limited to the following: premises/operations

with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

IV. Business Automobile Liability

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

V. Workers' Compensation Insurance

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

VI. Professional Liability and Medical Malpractice

The facility and each medical professional shall maintain throughout the term of the Agreement and any renewals or extensions, Professional Liability insurance covering any damages caused by an error, omission, or any negligent acts. Limits of liability of not less than \$1,000,000 each wrongful act and \$2,000,000 in the aggregate for the facility, and \$250,000 each wrongful act/\$500,000 in the aggregate, for medical professional liability shall be provided. Facility and medical professional liability shall have available an extended reporting period of no less than two (2) years from the end of the contract period.

EXHIBIT G

CERTIFICATES OF INSURANCE



Legislation Details (With Text)

File #:	16-0313	Version:	1	Name:	Atmos Energy Settlement
Type:	Ordinance	Status:		Status:	Consent Agenda
File created:	5/16/2016	In control:		In control:	City Council Regular
On agenda:	6/9/2016	Final action:		Final action:	
Title:	Presentation, possible action, and discussion concerning the passage and approval of an ordinance of the City of College Station, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division, regarding the Company's 2016 rate review mechanism filings and approving a settlement agreement with attached rate tariffs and proof of revenues.				
Sponsors:	Aubrey Nettles				
Indexes:					
Code sections:					
Attachments:	2016 ORD Accepting Settlement with Attachments.pdf 2016 Staff Report.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion concerning the passage and approval of an ordinance of the City of College Station, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division, regarding the Company's 2016 rate review mechanism filings and approving a settlement agreement with attached rate tariffs and proof of revenues.

Relationship to Strategic Goals:

- Good Governance
- Core Services and Infrastructure

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

Summary: The City, along with other similarly situated cities served by Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). The RRM Tariff was originally adopted by ACSC member cities in 2007 as an alternative to the Gas Reliability Infrastructure Program ("GRIP"), the statutory provision that allows Atmos to bypass the City's rate regulatory authority to increase its rates annually to recover capital investments. The RRM Tariff has been modified several times, most recently in 2013.

The 2016 RRM filing is the fourth RRM filing under the renewed RRM Tariff. On March 1, 2016, Atmos made a filing requesting \$35.4 million additional revenues on a system-wide basis. Because the City of Dallas has a separate rate review process, exclusion of Dallas results in the Company requesting \$28.6 million from other municipalities.

Environs customers (ratepayers outside municipal limits) remain under the Railroad Commission's exclusive original jurisdiction and have their rates set through the GRIP process. If the

Company had used the GRIP process rather than the RRM process it would have received a \$41 million increase, or about \$11 million more than will be approved by the Ordinance. ACSC and the Company have reached an agreement, reflected in the Ordinance, to reduce the Company's request by \$5.5 million, such that the Ordinance approving new rates reflects an increase of \$29.9 million on a system-wide basis, or \$21.9 million for Mid-Tex Cities, exclusive of the City of Dallas.

The tariffs attached to the Ordinance approve rates that will increase the Company's revenues by \$29.9 million for the Mid-Tex Rate Division, effective for bills rendered on or after June 1, 2016. The monthly residential customer charge will be \$19.10. The consumption charge will be \$0.11378 per Ccf. The monthly bill impact for the typical residential customer consuming 46.8 Ccf will be an increase of \$1.26, or about 2.43%. The typical commercial customer will see an increase of \$3.81, or 1.43%. Attached to this Model Staff Report is a summary of the impact of new rates on the average bills of all customer classes.

The ACSC Executive Committee and its designated legal counsel and consultants recommend that all Cities adopt the Ordinance with its attachments approving the negotiated rate settlement resolving the 2016 RRM filing, and implementing the rate change.

Reviewed and Approved by Legal: Yes

Budget & Financial Summary: The monthly bill impact for the typical residential customer consuming 46.8 Ccf will be an increase of \$1.26, or about 2.43%. The typical commercial customer will see an increase of \$3.81, or 1.43%.

Attachments:

- Ordinance accepting settlement, with attachments.
- Staff Report and chart of average customer charges.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2016 RATE REVIEW MECHANISM FILINGS; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of College Station, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a new Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, on March 1, 2016, Atmos Mid-Tex filed its 2016 RRM rate request with ACSC Cities; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2016 RRM filing through its Executive Committee, assisted by ACSC’s attorneys and consultants, to resolve issues identified in the Company’s RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC’s counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$29.9 million on a system-wide basis; and

WHEREAS, the attached tariffs implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

Part 1: That the findings set forth in this Ordinance are hereby in all things approved.

Part 2: That the City Council finds that the settled amount of an increase in revenues of \$29.9 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2016 RRM filing is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Part 3: That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$29.9 million in revenue over the amount allowed under currently approved rates, as shown in the Proof of Revenues attached hereto and incorporated herein as Attachment B; such tariffs are hereby adopted.

Part 4: That the ratemaking treatment for pensions and other post-employment benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment C, attached hereto and incorporated herein.

Part 5: That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2016 RRM filing.

Part 6: That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Part 7: That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Part 8: That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Part 9: That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after June 1, 2016.

Part 10: That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LJB Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this 9th-day of June, 2016.

Mayor

ATTEST:

APPROVED AS TO FORM:

City Secretary

City Attorney

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 12

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 19.10 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 19.12 per month
Commodity Charge – All <u>Ccf</u>	\$0.11378 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2015.

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 13

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 41.75 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 41.77 per month
Commodity Charge – All Ccf	\$ 0.08494 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2015.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 14

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 738.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3096 per MMBtu
Next 3,500 MMBtu	\$ 0.2267 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0486 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailement Overpull Fee

Upon notification by Company of an event of curtailement or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailement or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 15

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 16

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 738.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3096 per MMBtu
Next 3,500 MMBtu	\$ 0.2267 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0486 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 17

Curtailement Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2016	PAGE: 41

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2016	PAGE: 42

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	10.09	0.1392	98.01	0.6440
Austin	11.21	0.1551	203.36	0.8564
Dallas	13.72	0.2048	189.83	0.9984
Waco	9.89	0.1411	129.75	0.6695
Wichita Falls	11.49	0.1506	122.35	0.5967

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

File Date: March 1, 2016

**ATMOS ENERGY CORP., MID-TEX DIVISION
PROPOSED TARIFF STRUCTURE (BEFORE RATE CASE EXPENSE RECOVERY)
TEST YEAR ENDING DECEMBER 31, 2015**

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)
1 Proposed Change In Rates:		\$ 29,603,205			Schedule A					
2 Proposed Change In Rates without Revenue Related Taxes:		\$ 27,447,850			Ln 1 divided by factor on WP_F-5.1					
3										
4										
5										
6										
7 Residential	Revenue Requirements	\$ 338,431,486	Allocations	77.95%		Per GUD 10170 Final Order				
8 Commercial		84,223,622		19.40%		Per GUD 10170 Final Order				
9 Industrial and Transportation		11,490,316		2.65%		Per GUD 10170 Final Order				
10 Net Revenue Requirements GUD No. 10170	<u>\$ 434,145,424</u>									

With Proportional Increase all classes but Residential and a 40% residential base charge increase:			
	Current	Prospective	Revenues
20 Residential Base Charge	\$ 18.56	\$ 0.48	\$ 8,558,622
21 Residential Consumption Charge	\$ 0.09931	\$ 0.01540	12,837,933
22 Commercial Base Charge	\$ 39.87	\$ 1.81	2,662,423
23 Commercial Consumption Charge	\$ 0.08020	\$ 0.00480	2,662,423
24 I&T Base Charge	\$ 697.35	\$ 38.03	363,224
25 I&T Consumption Charge Tier 1 MMBTU	\$ 0.2937	\$ 0.0166	172,167
26 I&T Consumption Charge Tier 2 MMBTU	\$ 0.2151	\$ 0.0121	139,070
27 I&T Consumption Charge Tier 3 MMBTU	\$ 0.0461	\$ 0.0026	<u>51,988</u>
			<u>\$ 27,447,850</u>

With Customer Charges Rounded Off and residential base charge increase for 2015 limited to \$0.50 per RRM tariff:				
	Proposed Change	Proposed Change In Revenues	Proposed Rates	Proposed Revenues
Residential Base Charge	\$ 0.52	\$ 9,335,278	\$ 19.08	\$ 339,813,673
Residential Consumption Charge	\$ 0.01447	12,061,297	\$ 0.11378	94,839,970
Commercial Base Charge	\$ 1.83	2,697,162	\$ 41.70	61,390,268
Commercial Consumption Charge	\$ 0.00474	2,626,475	\$ 0.08494	47,065,984
I&T Base Charge	\$ 39.65	378,728	\$ 737.00	7,039,815
I&T Consumption Charge Tier 1 MMBTU	\$ 0.0159	165,150	\$ 0.3096	3,215,747
I&T Consumption Charge Tier 2 MMBTU	\$ 0.0116	132,888	\$ 0.2267	2,597,042
I&T Consumption Charge Tier 3 MMBTU	\$ 0.0025	<u>49,955</u>	\$ 0.0486	<u>971,117</u>
		<u>\$ 27,446,933</u>		<u>\$ 556,933,616</u>

File Date: March 1, 2016

**ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS ADJUSTMENT
TEST YEAR ENDING DECEMBER 31, 2015**

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Supplemental Executive Benefit Plan ("SERP")	Post-Retirement Medical Plan ("FAS 106")	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Fiscal Year 2016 Towers Watson Report as adjusted (1), (3)	\$ 5,101,680	\$ 2,896,450	\$ 7,840,683	\$ 150,433	\$ 4,466,430	
2	O&M Expense Factor (2)	96.41%	96.41%	37.42%	20.77%	37.42%	
3	Fiscal Year 2016 Actuarially Determined O&M Benefits (Ln 1 x Ln 2)	\$ 4,918,540	\$ 2,792,473	\$ 2,933,599	\$ 31,249	\$ 1,671,119	
4	Allocation to Mid-Tex (2)	40.56%	40.56%	71.52%	100.00%	71.52%	
5	Mid-Tex Benefits Expense Included in Rates - Proposed (Ln 3 x Ln 4)	\$ 1,995,016	\$ 1,132,659	\$ 2,098,222	\$ 31,249	\$ 1,195,248	\$ 6,452,393
6							
7	Mid-Tex Benefits Expense per GUD 10359 and RRM Test Year Ending December 31, 2014 Benchmark (4)	\$ 2,831,859	\$ 2,013,260	\$ 2,925,600	\$ 34,809	\$ 2,695,721	\$ 10,501,250
8							
9	Test Year Adjustment (Line 5 minus Line 7)	\$ (836,844)	\$ (880,601)	\$ (827,379)	\$ (3,561)	\$ (1,500,472)	\$ (4,048,856)
10							
11	Adjustment Summary:						
12	Account 922	\$ (836,844)	\$ (880,601)	\$ -	\$ -	\$ -	\$ (1,717,445)
13	Account 926	-	-	(827,379)	(3,561)	(1,500,472)	(2,331,412)
14	Total (Ln 12 plus Ln 13)	\$ (836,844)	\$ (880,601)	\$ (827,379)	\$ (3,561)	\$ (1,500,472)	\$ (4,048,856)

Notes:

1. Studies not applicable to Mid-Tex or Shared Services are omitted.
2. The factors on Lines 2 and 4 are based on the factors in 2016 RRM (Test Year Ending December 31, 2015).
3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.
4. GUD No. 10359 is the benchmark for January-May which is the same benchmark as used in the RRM TYE December 31, 2014 for June-December.

**ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2015**

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Supplemental Executive Benefit Plan ("SERP")	Post-Retirement Medical Plan ("FAS 106")	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Fiscal Year 2016 Towers Watson Report (excluding Removed Cost Centers)	\$ 5,101,680	\$ 2,896,450	\$ 7,840,683	\$ 150,433	\$ 4,466,430	
2	Allocation to Mid-Tex	40.56%	40.56%	71.52%	100.00%	71.52%	
3	FY16 Towers Watson Benefit Costs (excluding Removed Cost Centers) Allocated to MTX (Ln 1 x Ln 2)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	FY16 Towers Watson Benefit Costs To Approve (excluding Removed Cost Centers) (Ln 3 x Ln 4)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081
6							
7							
8	Summary of Costs to Approve:						
9							
10	Total Pension Account Plan ("PAP")	\$ 2,069,299		\$ 5,607,955			\$ 7,677,254
11	Total Post-Retirement Medical Plan ("FAS 106")		\$ 1,174,833			\$ 3,194,561	4,369,394
12	Total Supplemental Executive Retirement Plan ("SERP")				\$ 150,433		150,433
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081
14							
15							
16	O&M Expense Factor	96.41%	96.41%	37.42%	20.77%	37.42%	
17							
18	Expense Portion (Ln 13 x Ln 16)	\$ 1,995,016	\$ 1,132,659	\$ 2,098,222	\$ 31,249	\$ 1,195,248	\$ 6,452,393
19							
20	Capital Factor	3.59%	3.59%	62.58%	79.23%	62.58%	
21							
22	Capital Portion (Ln 13 x Ln 20)	\$ 74,283	\$ 42,174	\$ 3,509,733	\$ 119,184	\$ 1,999,313	\$ 5,744,687
23							
24	Total (Ln 18 + Ln 22)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081

April 28, 2016

STAFF REPORT

The City, along with other similarly situated cities served by Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). The RRM Tariff was originally adopted by ACSC member cities in 2007 as an alternative to the Gas Reliability Infrastructure Program (“GRIP”), the statutory provision that allows Atmos to bypass the City’s rate regulatory authority to increase its rates annually to recover capital investments. The RRM Tariff has been modified several times, most recently in 2013.

The 2016 RRM filing is the fourth RRM filing under the renewed RRM Tariff. On March 1, 2016, Atmos made a filing requesting \$35.4 million additional revenues on a system-wide basis. Because the City of Dallas has a separate rate review process, exclusion of Dallas results in the Company requesting \$28.6 million from other municipalities.

Environs customers (ratepayers outside municipal limits) remain under the Railroad Commission’s exclusive original jurisdiction and have their rates set through the GRIP process. If the Company had used the GRIP process rather than the RRM process it would have received a \$41 million increase, or about \$11 million more than will be approved by the Ordinance. ACSC and the Company have reached an agreement, reflected in the Ordinance, to reduce the Company’s request by \$5.5 million, such that the Ordinance approving new rates reflects an increase of \$29.9 million on a system-wide basis, or \$21.9 million for Mid-Tex Cities, exclusive of the City of Dallas.

The tariffs attached to the Ordinance approve rates that will increase the Company’s revenues by \$29.9 million for the Mid-Tex Rate Division, effective for bills rendered on or after June 1, 2016. The monthly residential customer charge will be \$19.10. The consumption charge will be \$0.11378 per Ccf. The monthly bill impact for the typical residential customer consuming 46.8 Ccf will be an increase of \$1.26, or about 2.43%. The typical commercial customer will see an increase of \$3.81, or 1.43%. Attached to this Model Staff Report is a summary of the impact of new rates on the average bills of all customer classes.

The ACSC Executive Committee and its designated legal counsel and consultants recommend that all Cities adopt the Ordinance with its attachments approving the negotiated rate settlement resolving the 2016 RRM filing, and implementing the rate change.

Explanation of “Be It Ordained” Sections:

1. This section approves all findings in the Ordinance.
2. This section finds the settled amount of \$29.9 million to be a comprehensive settlement of gas utility rate issues arising from Atmos Mid-Tex’s 2016 RRM filing, and that such settlement is in the public interest and is consistent with the City’s statutory authority.
3. This section finds the existing Atmos Mid-Tex rates to be unreasonable, and approves the new tariffed rates providing for additional revenues over currently-billed rates of \$29.9 million and adopts the attached new rate tariffs (Attachment A).

4. This section establishes the baseline for pensions and other post-employment benefits for future rate cases (Attachment C).
5. This section requires the Company to reimburse Cities for reasonable ratemaking costs associated with reviewing and processing the RRM filing.
6. This section repeals any resolution or ordinance that is inconsistent with this Ordinance.
7. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
8. This section is a savings clause, which provides that if any section(s) is later found to be unconstitutional or invalid, that finding shall not affect, impair or invalidate the remaining provisions of this Ordinance. This section further directs that the remaining provisions of the Ordinance are to be interpreted as if the offending section or clause never existed.
9. This section provides for an effective date upon passage which, according to the Cities' ordinance that adopted the RRM process, is June 1, 2016.
10. This paragraph directs that a copy of the signed Ordinance be sent to a representative of the Company and legal counsel for the Steering Committee.

**ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2015**

Line					June 1, 2016		
					PROPOSED	CHANGE	
1	Rate R @ 46.8 Ccf				CURRENT		
2	Customer charge			\$ 18.60			
3	Consumption charge	46.8	CCF	X \$ 0.09931 =	4.65		
4	Rider GCR Part A	46.8	CCF	X \$ 0.31375 =	14.68		
5	Rider GCR Part B	46.8	CCF	X \$ 0.21977 =	10.29		
6	Subtotal			\$ 48.22			
7	Rider FF & Rider TAX	\$ 48.22		X 0.07853 =	3.79		
8	Total			\$ 52.01			
9							
10	Customer charge				\$ 19.10		
11	Consumption charge	46.8	CCF	X \$ 0.11378 =	5.32		
12	Rider GCR Part A	46.8	CCF	X \$ 0.31375 =	14.68		
13	Rider GCR Part B	46.8	CCF	X \$ 0.21977 =	10.29		
14	Subtotal			\$ 49.39			
15	Rider FF & Rider TAX	\$ 49.39		X 0.07853 =	3.88		
16	Total			\$ 53.27	\$ 1.26		
17						2.43%	
18							
19	Rate C @ 376.4 Ccf				CURRENT	PROPOSED	CHANGE
20	Customer charge			\$ 40.00			
21	Consumption charge	376.4	CCF	X \$ 0.08020 =	30.19		
22	Rider GCR Part A	376.4	CCF	X \$ 0.31375 =	118.10		
23	Rider GCR Part B	376.4	CCF	X \$ 0.15789 =	59.43		
24	Subtotal			\$ 247.72			
25	Rider FF & Rider TAX	\$ 247.72		X 0.07853 =	19.45		
26	Total			\$ 267.17			
27							
28	Customer charge				\$ 41.75		
29	Consumption charge	376.4	CCF	X \$ 0.08494 =	31.97		
30	Rider GCR Part A	376.4	CCF	X \$ 0.31375 =	118.10		
31	Rider GCR Part B	376.4	CCF	X \$ 0.15789 =	59.43		
32	Subtotal			\$ 251.25			
33	Rider FF & Rider TAX	\$ 251.25		X 0.07853 =	19.73		
34	Total			\$ 270.98	\$ 3.81		
35						1.43%	
36	Rate I @ 4379 MMBTU				CURRENT	PROPOSED	CHANGE
37	Customer charge			\$ 700.00			
38	Consumption charge	1,500	MMBTU	X \$ 0.2937 =	440.55		
39	Consumption charge	2,879	MMBTU	X \$ 0.2151 =	619.19		
40	Consumption charge	0	MMBTU	X \$ 0.0461 =	-		
41	Rider GCR Part A	4,379	MMBTU	X \$ 0.3213 =	1,406.76		
42	Rider GCR Part B	4,379	MMBTU	X \$ 0.3746 =	1,640.11		
43	Subtotal			\$ 4,806.61			
44	Rider FF & Rider TAX	\$ 4,806.61		X 0.07853 =	377.44		
45	Total			\$ 5,184.05			
46							
47	Customer charge				\$ 738.00		
48	Consumption charge	1,500	MMBTU	X \$ 0.3096 =	464.40		
49	Consumption charge	2,879	MMBTU	X \$ 0.2267 =	652.58		
50	Consumption charge	0	MMBTU	X \$ 0.0491 =	-		
51	Rider GCR Part A	4,379	MMBTU	X \$ 0.3213 =	1,406.76		
52	Rider GCR Part B	4,379	MMBTU	X \$ 0.3746 =	1,640.11		
53	Subtotal			\$ 4,901.85			
54	Rider FF & Rider TAX	\$ 4,901.85		X 0.07853 =	384.92		
55	Total			\$ 5,286.77	\$ 102.72		
56						1.98%	
57	Rate T @ 4379 MMBTU				CURRENT	PROPOSED	CHANGE
58	Customer charge			\$ 700.00			
59	Consumption charge	1,500	MMBTU	X \$ 0.2937 =	440.55		
60	Consumption charge	2,879	MMBTU	X \$ 0.2151 =	619.19		
61	Consumption charge	0	MMBTU	X \$ 0.0461 =	-		
62	Rider GCR Part B	4,379	MMBTU	X \$ 0.3746 =	1,640.11		
63	Subtotal			\$ 3,399.85			
64	Rider FF & Rider TAX	\$ 3,399.85		X 0.07853 =	266.97		
65	Total			\$ 3,666.82			
66							
67	Customer charge				\$ 738.00		
68	Consumption charge	1,500	MMBTU	X \$ 0.3096 =	464.40		
69	Consumption charge	2,879	MMBTU	X \$ 0.2267 =	652.58		
70	Consumption charge	0	MMBTU	X \$ 0.0491 =	-		
71	Rider GCR Part B	4,379	MMBTU	X \$ 0.3746 =	1,640.11		
72	Subtotal			\$ 3,495.09			
73	Rider FF & Rider TAX	\$ 3,495.09		X 0.07853 =	274.45		
74	Total			\$ 3,769.54	\$ 102.72		
75						2.80%	



Legislation Details (With Text)

File #:	16-0318	Version:	1	Name:	Resolution for Office of the Governor Grant
Type:	Resolution	Status:		Status:	Consent Agenda
File created:	5/18/2016	In control:		In control:	City Council Regular
On agenda:	6/9/2016	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on a resolution authorizing the City Manager or his designees as authorized officials to execute documents necessary for the submission of the SWAT Night Vision Equipment Grant application, for Criminal Justice Division funds from the Office of the Governor.				
Sponsors:	Brandy Norris				
Indexes:					
Code sections:					
Attachments:	Gov CJD Grant Resolution 5-26-16.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a resolution authorizing the City Manager or his designees as authorized officials to execute documents necessary for the submission of the SWAT Night Vision Equipment Grant application, for Criminal Justice Division funds from the Office of the Governor.

Relationship to Strategic Goals: (Select all that apply)

- Financially Sustainable City

Recommendation(s): Staff recommends Council approval

Summary: The CJD’s mission is to create and support programs that protect people from crime, reduce the number of crimes committed, and to promote accountability, efficiency, and effectiveness within the criminal justice system. CJD focuses on the enhancement of Texas' capacity to prevent crime, provide service and treatment options, enforce laws, train staff and volunteers, and the restoration of crime victims to full physical, emotional and mental health.

This CJD grant will provide 100% funding for the purchase of night vision to be utilized by the Police Department SWAT team. The equipment will provide the benefit of seeing potential threats before the threat can see them. The equipment will be utilized on any low light tactical call out as well as used for surveillance and gathering intelligence on potential call outs.

There is no local match requirement for CJD, but grant funding will only be provided for the initial equipment purchase. Due to this, any other associated costs such as maintenance, repair, or replacement will be the responsibility of the grantee agency.

Budget & Financial Summary: The purchase of the equipment will cost approximately \$42,855.00. This will purchase the first phase of this project. Next year, another application will be submitted to request funds to purchase the second phase of this project at a cost of approximately \$35,064.

Attachments:

1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION TO AUTHORIZE THE CITY MANAGER OR HIS DESIGNEES TO EXECUTE DOCUMENTS NECESSARY FOR THE SUBMISSION OF THE SWAT NIGHT VISION EQUIPMENT APPLICATION FOR THE OFFICE OF THE GOVERNOR CRIMINAL JUSTICE DIVISION (CJD) FUNDS ON BEHALF OF THE CITY AND TO ACT ON ITS BEHALF WITH RESPECT TO ANY ISSUES THAT MAY ARISE DURING PROCESSING OF SAID APPLICATION.

WHEREAS, the College Station City Council has expressed commitment to providing for the health and safety of its citizens; and

WHEREAS, the College Station City Council is dedicated to seeking efficient and effective means to reduce crime and recover evidence; and

WHEREAS, the Office of the Governor has issued a Request for Applications for CJD funding to reduce crime and improve the criminal justice system; and

WHEREAS, the eligible activities under CJD are consistent with the strategies identified in the College Station Police Department's Operational Plan; and

WHEREAS, eligible activities under CJD can be expected to enhance the College Station Police Department's SWAT team gear for enhanced policing at night; and

WHEREAS, the City Council acknowledges the SWAT Night Vision Equipment grant requires the City of College Station to pay any maintenance costs beyond the initial purchase of equipment; now, therefore,

BE IT RESOLVED by the College Station City Council hereby approves the submission of the SWAT Night Vision Equipment application to the Office of the Governor, Criminal Justice Division.

PART 1: That the City Council hereby authorizes the City Manager or his designees as authorized officials to execute documents necessary for the submission of the SWAT Night Vision Equipment Grant application, with Application Number 3093601, for CJD funds to the Office of the Governor on behalf of the City of College Station and to act on its behalf with respect to any issues that may arise during processing of said application.

PART 2: That the City Manager or his designees as authorized officials are given the power to apply for, accept, reject, alter or terminate the SWAT Night Vision Equipment Grant documents on behalf of the City of College Station.

PART 3: That the City of College Station agrees in the event of loss or misuse of the Criminal Justice Division funds, the City of College Station assures the funds will be returned to the Criminal Justice Division in full.

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

ADOPTED this 9th day of June, 2016.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney



Legislation Details (With Text)

File #: 16-0323 **Version:** 1 **Name:** Resolution to Set Public Hearing on Roadway Impact Fees

Type: Resolution **Status:** Consent Agenda

File created: 5/20/2016 **In control:** City Council Regular

On agenda: 6/9/2016 **Final action:**

Title: Presentation, possible action, and discussion regarding approving a Resolution setting a public hearing to consider land use assumptions and capital improvement plan for roadway impact fees.

Sponsors: Alan Gibbs

Indexes:

Code sections:

Attachments: [RES call hearing 2.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approving a Resolution setting a public hearing to consider land use assumptions and capital improvement plan for roadway impact fees.

Relationship to Strategic Goals:

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

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

Summary: This resolution sets the date and time for a public hearing on roadway impact fees. On November 12, 2015, the City Council directed staff to bring forward contracts for engineering firms to perform studies regarding possible implementation of impact fees for water, wastewater, and roadways. On January 28th, the City Council approved a contact with Kimley-Horn and Associates, Inc. for the roadway impact fee study. In accordance with Local Government Code 395.042, a resolution must be approved by City Council to establish a public hearing date to consider the land use assumptions and capital improvements plan for the entire city limits divided into four quadrants. The public hearing is to consider the land use assumptions and capital improvements plan at the July 14th City Council Meeting.

Budget & Financial Summary: N/A

Legal Review: Yes.

Attachments:

1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SETTING A PUBLIC HEARING DATE OF JULY 14, 2016 FOR CONSIDERATION OF LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN FOR ROADWAY IMPACT FEES.

WHEREAS, the City Council of the City of College Station, Texas (“City”) is considering roadway impact fees; and

WHEREAS, § 395.042 Texas Local Government Code sets forth that a political subdivision must adopt an order, ordinance or resolution establishing a public hearing date to consider the land use assumptions and capital improvements plan to impose impact fees; and

WHEREAS, in accordance with the aforesaid statutory requirement the City Council desires to call a public hearing to discuss and consider roadway impact fees; 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 of the City of College Station, Texas hereby calls for a public hearing to be held during the regular Council session on July 14, 2016 at 7:00 p.m. in the City Council Chambers at 1101 Texas Avenue, College Station, Texas. The purpose of this public hearing is to receive public comment concerning the land use assumptions and capital improvements plan for roadway impact fees.

PART 3: That City staff is hereby authorized and directed to notice said public hearing and to take all reasonable measures to give effect to this Resolution, including preparing notice in accordance with § 395.055 Texas Local Government Code.

ADOPTED this 9th day of June, A.D. 2016.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

City Attorney



Legislation Details (With Text)

File #: 16-0324 **Version:** 1 **Name:** Resolution to Set Public Hearing on Water and Wastewater Impact Fees

Type: Resolution **Status:** Consent Agenda

File created: 5/20/2016 **In control:** City Council Regular

On agenda: 6/9/2016 **Final action:**

Title: Presentation, possible action, and discussion regarding approving a Resolution setting a public hearing date to consider land use assumptions and capital improvement plan for water and wastewater impact fees.

Sponsors: David Coleman

Indexes:

Code sections:

Attachments: [5 RES calling hearing 2.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approving a Resolution setting a public hearing date to consider land use assumptions and capital improvement plan for water and wastewater impact fees.

Relationship to Strategic Goals:

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

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

Summary: This resolution sets the date and time for a public hearing on water and wastewater impact fees. On November 12, 2015, City Council directed staff to bring forward contracts for engineering firms to perform studies regarding possible implementation of impact fees for water, wastewater, and roadways. On January 28th, the City Council approved a contact with Freese and Nichols, Inc. for the water and wastewater impact fee study. In accordance with Local Government Code 395.042, a resolution must be approved by City Council to establishing a public hearing date to consider the land use assumptions and capital improvements plan for citywide water impact fees, and to consider the land use assumptions and capital improvements plan for citywide and portions of extra-territorial jurisdiction wastewater impact fees. The public hearing is to consider the land use assumptions and capital improvements plans at the July 14th City Council meeting.

Budget & Financial Summary: N/A

Legal Review: Yes.

Attachments:

1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SETTING A PUBLIC HEARING DATE OF JULY 14, 2016 FOR CONSIDERATION OF LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN FOR WATER IMPACT FEES, AND WASTEWATER IMPACT FEES.

WHEREAS, the City Council of the City of College Station, Texas (“City”) is considering system-wide water impact fees and wastewater impact fees; and

WHEREAS, § 395.042 Texas Local Government Code sets forth that a political subdivision must adopt an order, ordinance or resolution establishing a public hearing date to consider the land use assumptions and capital improvements plan to impose impact fees; and

WHEREAS, in accordance with the aforesaid statutory requirement the City Council desires to call a public hearing to discuss and consider system-wide water impact fees and system-wide wastewater impact fees; 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 of the City of College Station, Texas hereby calls for a public hearing to be held during the regular Council session on July 14, 2016 at 7:00 p.m. in the City Council Chambers at 1101 Texas Avenue, College Station, Texas. The purpose of this public hearing is to receive public comment concerning the land use assumptions and capital improvements plan for system-wide water impact fees, and the land use assumptions and capital improvements plan for system-wide wastewater impact fees.

PART 3: That City staff is hereby authorized and directed to notice said public hearing and to take all reasonable measures to give effect to this Resolution, including preparing notice in accordance with § 395.055 Texas Local Government Code.

ADOPTED this 9th day of June, A.D. 2016.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

City Attorney



Legislation Details (With Text)

File #: 16-0325 **Version:** 2 **Name:** Interlocal Agreement for 2016 JAG Funds
Type: Agreement **Status:** Consent Agenda
File created: 5/20/2016 **In control:** City Council Regular
On agenda: 6/9/2016 **Final action:**
Title: Presentation, possible action, and discussion on an Interlocal Agreement (ILA) with Brazos County and the City of Bryan to apply and accept a U.S. Department of Justice, 2016 Justice Assistance Grant (JAG).
Sponsors: Brandy Norris
Indexes:
Code sections:
Attachments: [2016 JAG ILA.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on an Interlocal Agreement (ILA) with Brazos County and the City of Bryan to apply and accept a U.S. Department of Justice, 2016 Justice Assistance Grant (JAG).

Relationship to Strategic Goals: (Select all that apply)

- Financially Sustainable City

Recommendation(s): Staff Recommends Council Approval.

Summary: The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions and fund all components of the criminal justice system. JAG funded projects may address crime through the provision of services directly to individuals and or communities by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures.

College Station Police Department intends to utilize this funding for the purpose of supporting local initiatives, technical assistance, training, equipment, supplies and or information technology projects in support of our community-oriented mission.

Budget & Financial Summary: The 2016 JAG allocation for Brazos County is \$55,379.00. This amount is based upon a statutory JAG formula that considers the jurisdiction's share of state population and reported part 1 violent crime statistics. The grant has no match requirement.

Individual recommended allocations designated by the Department of Justice are: Brazos County: \$0.00, Bryan: \$26,980.00, College Station: \$28,399.00 for a total of \$55,379.00. Brazos County has been certified as a disparate jurisdiction. As such, all jurisdictions must enter into an Interlocal

Agreement to specify an award distribution to each unit of local government in a manner that will address disparity and furthermore, must apply for funding jointly.

College Station and Bryan Police Departments have agreed to provide 15% of their recommended funding to the Brazos County Sheriff's Office in an effort to address disparity. After providing 15% to the Brazos County Sheriff's Office, the allocations are as follows: Brazos County: \$8,306.85, Bryan: \$22,933.00, College Station: \$24,139.15 for a total of \$55,379.00.

Bryan Police Department will be serve as the administering agency.

Attachments: ILA with Brazos County and the City of Bryan

INTERLOCAL AGREEMENT BETWEEN BRAZOS COUNTY, THE CITY OF COLLEGE STATION, AND THE CITY OF BRYAN FOR THE 2016 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into by and between Brazos County, Texas (hereinafter referred to as the "County"), acting through its Commissioners' Court, the City of College Station (hereinafter referred to as "College Station"), a Texas Home Rule Municipal Corporation, acting through its City Council; and the City of Bryan, Texas (hereinafter referred to as "Bryan"), a Texas Home Rule Municipal Corporation, acting through its City Council.

WHEREAS, the County, College Station, and Bryan wish to submit a joint application for grant funds under the U.S. Department of Justice's 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

WHEREAS, as a condition precedent to receiving a JAG award, the County, College Station, and Bryan are required to enter into an inter-local agreement designating one joint applicant to serve as the applicant/fiscal agent for the joint funds; and

WHEREAS, Bryan will serve as the applicant/fiscal agent; and

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 perform governmental functions or services; and

WHEREAS, the parties represent that each is independently authorized to perform the functions or services contemplated by this Agreement; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, Bryan agrees to provide the County \$8,306.85 from the JAG award for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs; and

WHEREAS, Bryan agrees to provide College Station \$24,139.15 from the JAG award for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs; and

WHEREAS, Bryan shall use their \$22,933.00 from the JAG award for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs; and

WHEREAS, Bryan, College Station and the County believe it to be in their best interest to reallocate the JAG funds as described above,

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as follows:

1. Bryan agrees to pay the County a total of \$8,306.85 of JAG funds.
2. The County agrees to use the \$8,306.85 for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs.
3. Bryan agrees to pay College Station a total of \$24,139.15 of JAG funds.
4. College Station agrees to use \$24,139.15 for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs.
5. Bryan agrees to retain a total of \$22,933.00 of the JAG funds.
6. Bryan agrees to use \$22,933.00 for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs.
7. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.
8. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.
9. No party shall have the right to direct or control the conduct of the other parties with respect to the duties and obligations of each party under the terms of this Agreement.
10. Each entity shall ensure that all applicable laws and ordinances have been satisfied.
11. **Effective Date and Term.** This Agreement shall be effective when signed by the last party who's signing makes the Agreement fully executed and will remain in full force and effect until September 30, 2019.
12. **Indemnification** Subject to the limitations as to damages and liability under the Texas Tort Claims Act, and without waiving its governmental immunity, each party to this Agreement 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 be caused, directly or indirectly by any other party to this Agreement, or any of its officers, agents or employees as a result of its performance under this Agreement.
13. **Consent to Suit.** Nothing in this Agreement will be construed as a waiver or relinquishment by any party of its right to claim such exemptions, privileges and immunities as may be provided by law.

14. **Invalidity:** If any provision of this Agreement shall be held to be 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 this Agreement with legal terms and conditions approximating the original intent of the parties.
15. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the business address as listed herein.

CITY OF BRYAN:

City Manager
City of Bryan
300 South Texas Avenue
Bryan, Texas 77803

CITY OF COLLEGE STATION:

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

BRAZOS COUNTY:

County Judge
Brazos County
300 East 29th Street, Suite 114
Bryan, Texas 77803

16. **Entire Agreement.** It is understood that 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. Nor 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.
17. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
18. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
19. **Place of Performance.** Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

- 20. Authority to Enter 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 corporations.
- 21. Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway 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 any other different or subsequent breach.
- 22. Agreement Read.** The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
- 23. Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.
- 24. 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.

EXECUTED this the _____ day of _____, 2016 by **CITY OF BRYAN**.

CITY OF BRYAN

By: _____
Jason Bienski
Mayor

ATTEST:

APPROVED AS TO FORM:

Mary Lynn Stratta
City Secretary

City Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, **JASON BIENSKI**, Mayor of Bryan, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2016.

Notary Public, State of Texas
My Commission Expires: _____

EXECUTED this the _____ day of _____, 2016 by **CITY OF COLLEGE STATION**.

CITY OF COLLEGE STATION

By: _____
Mayor

ATTEST:

APPROVED:

City Secretary

City Manager

City Attorney

Assistant City Attorney/ CFO

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **NANCY BERRY**, Mayor of College Station, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____,
A.D. 2016.

Notary Public, State of Texas
My Commission Expires: _____

EXECUTED this the _____ day of _____, 2016 by **BRAZOS COUNTY**.

COUNTY OF BRAZOS

By: _____
DUANE PETERS
County Judge

ATTEST:

APPROVED AS TO FORM:

Karen McQueen
County Clerk

Counsel for Brazos County

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **DUANE PETERS**, County Judge of Brazos County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____,
A.D. 2016.

Notary Public, State of Texas
My Commission Expires: _____



Legislation Details (With Text)

File #: 16-0326 **Version:** 1 **Name:** Contract Renewal for Survey

Type: Renewal **Status:** Consent Agenda

File created: 5/21/2016 **In control:** City Council Regular

On agenda: 6/9/2016 **Final action:**

Title: Presentation, possible action, and discussion regarding the renewal of the annual city wide land surveying services and civil engineering services contracts between the City of College Station and Joe Orr, Inc and Binkley & Barfield, Inc. for a total amount of \$100,000.

Sponsors: Donald Harmon

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the renewal of the annual city wide land surveying services and civil engineering services contracts between the City of College Station and Joe Orr, Inc and Binkley & Barfield, Inc. for a total amount of \$100,000.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approving the renewal of two contracts between the City of College Station and Joe Orr, Inc. in the amount of \$80,000 and Binkley & Barfield, Inc. in the amount of \$20,000, for a total amount of \$100,000.

Summary: In the past, the City had a blanket purchase order with Joe Orr, Inc. for City Wide Land Surveying Services, Civil Engineering Services with a not to exceed amount of \$100,000.

Joe Orr, Inc. approached the City in February 2014 to inform the City that Joe Orr, Inc. was going to be joining with the firm Binkley & Barfield, Inc. and that there would be a structural reorganization and delegation of duties. Joe Orr, Inc. would be performing the Land Surveying Services, and Binkley & Barfield would be performing the Civil Engineering Services. Although both firms would be part of the same umbrella company, they will be billing their services separately.

Staff evaluated these changes, and decided to award two separate contracts, one to each firm with a total contract amount equal to the previously awarded \$100,000. After consulting with the firms, it was decided to award Joe Orr, Inc. \$80,000, and Binkley & Barfield would be awarded the remaining \$20,000. Contracts 14-295 and 14-296 were issued based on this recommendation. The contracts will be for a one year term, this approval is for renewal option two of two.

Budget & Financial Summary: Funds will be available in each department's budget and will be paid as services are requested.

Attachments:

1. Contracts on file in the City Secretary's office



Legislation Details (With Text)

File #: 16-0327 **Version:** 1 **Name:** Waste Container Lease Agreement
Type: Agreement **Status:** Consent Agenda
File created: 5/21/2016 **In control:** City Council Regular
On agenda: 6/9/2016 **Final action:**
Title: Presentation, possible action, and discussion on a five (5) year lease agreement with Texas Commercial Waste for refuse containers with an annual estimated cost of \$198,456.
Sponsors: Donald Harmon
Indexes:
Code sections:
Attachments: [16300397 Texas Commercial Waste.pdf](#)
[Tabulation.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a five (5) year lease agreement with Texas Commercial Waste for refuse containers with an annual estimated cost of \$198,456.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the agreement with Texas Commercial Waste for an annual estimated expenditure of \$198,456.

Summary: This item is to approve a lease agreement for a total of one thousand fifty three (1053) 8 cubic yard, five (5) six cubic yard, one hundred fifty eight (158) 4 cubic yard front-end loading refuse containers, and two (2) thirty yard roll-off compactors used by the Sanitation Division for commercial collection operations.

BID #16-067 was opened on April 22, 2016. Two (2) bids were received and opened. Texas Commercial Waste was the lowest responsible bidder. The proposed bid is approximately \$50,000 less than the current agreement with Texas Commercial Waste. The monthly rate for 8 yard and 6 yard containers as bid is \$14.00 per month, the rate for 4 yard containers is \$7.00 per month, and the rate for the roll-off compactors with monitor systems is \$620 per month for an annual estimated expenditure of \$198,456. The price includes delivery, storage of inventory and maintenance of the containers.

The lease is for a five year period in order for the vendor to amortize the capital costs of the containers, thus reducing lease costs. Staff reviews the possibility of city ownership and maintenance on a yearly basis, but has determined it is not cost effective due to onetime costs, ongoing costs, and inadequate available storage and maintenance space. The lease arrangement is more cost effective than purchasing and maintaining new containers.

It is estimated that the City would pay approximately \$1,000,000 to purchase individual front-end load containers and roll-off compactors. The maintenance cost for city-owned containers would require the following:

- A fulltime painter at an estimated cost of \$40,000 (salary and benefits)
- A fulltime welder at an estimated cost of \$40,000 (salary and benefits)
- A maintenance/repair shop at a cost of approximately \$60,000.
- Equipment for the repair shop (welder, painting equipment, traveling bridge crane, etc) at an approximate cost of \$65,000
- Annual container replacement (5% of total inventory) at an approximate cost of \$55,000.

Additionally, the City would need to identify a suitable location to store containers not in service.

Budget & Financial Summary: The Lease Agreement is effective July 1st, 2016 and funds are available in the sanitation fund. The annual cost will be approximately \$50,000 less than the current agreement.

Attachments:

1. Agreement
2. Bid Tab

**CITY OF COLLEGE STATION
REFUSE CONTAINER LEASE AGREEMENT**

This non-exclusive Lease Agreement is by and between the **Lessee, City of College Station**, a Texas Home-Rule Municipal Corporation (the “City”), and the **Lessor, Texas Commercial Waste**, a Texas Corporation (the “Contractor”), for the lease of slant-top, front-end loading and roll-off refuse containers.

**ARTICLE I
LEASED PROPERTY**

1.1 Containers. The Leased Property is **1218** slant-top, front-end loading and roll-off refuse containers (“Containers”) consisting of:

- a.** 158 Four (4) Cubic Yard Containers
- b.** 5 Six (6) Cubic Yard Containers
- c.** 1053 Eight (8) Cubic Yard Containers
- d.** 2 Thirty (30) Cubic Yard Compactors
- e.** Monitoring System for each Thirty (30) Cubic Yard Compactor

1.2 Container Specifications. All Containers must meet or exceed the Container specifications in **Exhibit A “Container Specifications”**. All Containers will remain the Contractor’s property.

1.3 Container Order. City shall place the initial Container order upon Agreement execution. Contractor will hold any excess Containers at its warehouse, until the City requests additional Containers, at no cost to the City. Excess Containers is the difference between the Container number initially delivered and the total number of Containers rented.

1.4 Container Delivery. Contractor shall deliver all Containers F.O.B. to City’s customer locations. The City shall submit a list of all customer locations to Contractor at Agreement execution for Container delivery by Contractor. Contractor shall notify the City in writing of the delivery dates.

1.5 Container Condition. Contractor shall maintain Containers in a good and useable condition without any major defects. Contractor shall replace any Containers with new Containers at the same rental rate at Contractor’s expense.

1.6 Container Return. City shall return all Containers to Contractor at the end of this Agreement in substantially the same condition the Containers were received less any reasonable wear and tear or reasonable damage to the Containers due to normal usage.

1.7 Container Replacement. City shall notify Contractor in writing of a Container location when it needs replacement, repair or is non-conforming or defective. Containers needing repair or replacement shall be picked up by Contractor from the customer location and new or replacement Containers delivered to the customer location at no additional charge. All new or replacement Containers must be delivered to the customer location before removal of the defective or non-conforming Containers.

1.8 Defective Containers. Any non-conforming or defective Containers may be rejected by City. The City's acceptance, inspection or approval of a Container does not constitute a waiver of any non-conformity or defect nor preclude Container replacement.

ARTICLE II PAYMENT AND TERM

2.1 Consideration. In consideration for the Container lease the City shall pay the Contractor monthly rental rate per Container multiplied by the total number of Containers. The yearly amount for this Agreement will not exceed **\$198,456.00**. The monthly rental rate for any Container leased is:

- a. \$7.00 per Four (4) Cubic Yard Container
- b. \$14.00 per Six (6) Cubic Yard Container
- c. \$14.00 per Eight (8) Cubic Yard Container
- d. \$235.00 per Thirty (30) Cubic Yard Compactor
- e. \$75.00 per Monitoring System for Thirty (30) Cubic Yard Compactor

2.2 Invoice and Payment. Contractor shall submit monthly invoices to the City on or before the first day of each month. The City shall remit rental payments within thirty (30) days according to the Texas Prompt Payment Act from the date of the City's receipt of the Contractor's invoice.

2.3 Term. The Lease Agreement term is five (5) years. The five (5) year term begins on **July 1, 2016** and ends on **June 30, 2021**. The initial Container delivery is on **July 1, 2016**. In the event a new Agreement cannot be executed at the end-date of the five (5) year term, this Agreement may continue on a month-to-month basis after the expiration of the five (5) term at the same rental rates until a new Agreement is executed or the month-to-month term is terminated.

ARTICLE III INDEPENDENT CONTRACTOR

3.1 Independent Contractor. It is understood and agreed by the parties that the Contractor is an independent contractor. The City will not control the manner or the means of the Contractor's

performance. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Agreement does not create a joint venture.

ARTICLE IV INSURANCE

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

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

ARTICLE V INDEMNIFICATION AND RELEASE

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

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

ARTICLE VI GENERAL TERMS

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

6.2 Termination. The City may terminate this Agreement, at any time, for convenience with thirty day's written notice. In the event of such termination the Contractor shall remove all Container's from all locations at Contractor's expense. Should the City terminate this Agreement for convenience, the City shall pay Contractor for the rent due before the termination date.

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

6.4 Amendment and Change Orders. This Agreement may only be amended by written instrument approved and executed by the parties. According to Texas Local Government Code Section 252.048 when change orders are \$50,000 or less and do not increase the Agreement amount by twenty-five percent (25%), the City Manager or his designee may approve the written change.

6.5 Taxes. The City is exempt from payment of state and local sales and use taxes on labor and materials.

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

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

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

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

6.10 Entire Agreement. This Agreement represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

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

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

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

CONTRACTOR
Texas Commercial Waste
Attn: Ronald Schmidt
PO Box 645
Bryan, TX 77806

CITY OF COLLEGE STATION
Public Works Department
Attn: Wally Urrutia
300 Krenk Tap Road
College Station, TX 77842

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

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

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

List of Exhibits

- A.** Container Specifications
- B.** Insurance Requirements
- C.** Certificates of Insurance

TEXAS COMMERCIAL WASTE

By: 

Printed Name: RONALD S. SMITH

Title: GEN MGR.

Date: 4/28/16

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A
CONTAINER SPECIFICATIONS

A: FOUR (4) CUBIC YARD, SLANT-TOP CONTAINERS

MINIMUM SPECIFICATIONS:

DIMENSIONS:

- a. Bottom width - 70"
- b. Top width - 75"
- c. Bottom depth - 50"
- d. Top depth - 45"
- e. Front height (loading) - 45"
- f. Back height - 59"

BODY:

- a. Front, rear, and end sheets shall be twelve (12) gauge hot roll steel.
- b. Floor shall be 12 gauge hot roll steel with three (3), reinforced full depth channels.
- c. Top of container shall be reinforced with ten (10) gauge formed channels on the front, rear, and ends.
- d. Lids will be attached to the outside of the containers with seven (7) gauge steel brackets and hinged by a 5/8" steel bar. Hinge bar will be secured by washers and cotter pins.
- e. Lift sleeves shall be ten (10) gauge formed channels reinforced with a seven (7) gauge fork guide to assist operator in placing lift forks into channel pocket and to protect the front of the lift pocket. Lift sleeves shall also have four (4) 1/4" steel double wall taco gussets each.
- f. Front of container shall be equipped with a buff plate of seven (7) gauge steel to protect sides and front of container. Buff plate shall be designed to keep the cross bar between the forks of the collection truck at least 3/4" away from the front of the container.
- g. Container shall be continuously welded on inside and skip welded at all other seams.
- h. Container shall be equipped with a drain plug located on the bottom side as you face the container.
- i. Each container will have a tab with the serial number stamped on it and securely attached to it.

LIDS:

- a. Two (2) high density, polyethylene lids will be furnished with each container, with all parts needed to attach lids to container included. Lids shall be black.
- b. Ten (10) complete sets total of replacement lids, hinge rods, washers, and cotter pins will be included with the lid.

PAINT:

- a. Container shall be cleaned of all splatter, grease, weld slag, and dirt. All rough edges and welds shall be ground smooth and the complete container thoroughly sanded before painting, in accordance with paint manufacturers specifications. Containers shall receive two (2) coats of rust resistant red primer, both inside and outside of the container, and one

outside finish coat of high grade automotive enamel of the hardest finish available. Color to be maroon.

OSHA REGULATIONS:

- a. Assembled containers must meet all OSHA Regulations

WARRANTY:

- a. Warranty will be for a minimum of twelve (12) months.

B: SIX (6) CUBIC YARD, FLAT-TOP CONTAINERS WITH SIDE SLIDING DOORS

MINIMUM SPECIFICATIONS:

DIMENSIONS:

- a. Bottom width - 72"
- b. Top width - 74"
- c. Bottom depth - 62"
- d. Top depth - 65"
- e. Front height (loading) - 60"
- f. Back height - 60"

BODY:

- a. Front, rear, and end sheets shall be twelve (12) gauge hot roll steel.
- b. Floor shall be 12 gauge hot roll steel with three (3), center reinforced full depth channels.
- c. Top of container shall be reinforced with ten (10) gauge formed channels on the front, rear, and ends.
- d. Lids will be attached to the outside of the containers with seven (7) gauge steel brackets and hinged by a 5/8" steel bar. Hinge bar will be secured by washers and cotter pins.
- e. Lift sleeves shall be ten (10) gauge formed channels reinforced with a seven (7) gauge fork guide to assist operator in placing lift forks into channel pocket and to protect the front of the lift pocket. Lift sleeves shall also have four (4) 1/4" steel double wall taco gussets each.
- f. Front of container shall be equipped with a buff plate of seven (7) gauge steel to protect sides and front of container. Buff plate shall be designed to keep the cross bar between the forks of the collection truck at least 3/4" away from the front of the container.
- g. Container shall be continuously welded on inside and skip welded at all other seams.
- h. Container shall be equipped with a drain plug located on the bottom side as you face the container.
- i. Each container will have a tab with the serial number stamped on it and securely attached to it.
- j. Each container shall have sliding doors on either side for loading.

LIDS:

- a. Two (2) high density, polyethylene lids will be furnished with each container, with all parts needed to attach lids to container included. Lids shall be black.

- b. Ten (10) complete sets total of replacement lids, hinge rods, washers, and cotter pins will be included with the lid.

PAINT:

- a. Container shall be cleaned of all splatter, grease, weld slag, and dirt. All rough edges and welds shall be ground smooth and the complete container thoroughly sanded before painting, in accordance with paint manufacturers specifications. Containers shall receive two (2) coats of rust resistant red primer, both inside and outside of the container, and one outside finish coat of high grade automotive enamel of the hardest finish available. Color to be maroon.

OSHA REGULATIONS:

- a. Assembled containers must meet all OSHA Regulations

WARRANTY:

- a. Warranty will be for a minimum of twelve (12) months.

C: EIGHT (8) CUBIC YARD, SLANT-TOP CONTAINERS

MINIMUM SPECIFICATIONS:

DIMENSIONS: (Approximate)

- a. Bottom width - 72"
- b. Top width - 75"
- c. Bottom depth - 78"
- d. Top depth - 76"
- e. Front height (loading) - 52"
- f. Back height - 71"

BODY:

- a. Front, rear, and end sheets shall be twelve (12) gauge hot roll steel.
- b. Floor shall be ten (10) gauge hot roll steel reinforced with three (3), ten (10) gauge, full depth skid channels.
- c. Top of container shall be reinforced with ten (10) gauge formed channels on the front, rear, and ends.
- d. Lids will be attached to the baffle plate with seven (7) gauge steel brackets and hinged by a 5/8" steel bar. Hinge bar will be secured by washers and cotter pins.
- e. Baffle plate to be constructed of ten (10) gauge steel and continuously welded to the top of the container.
- f. Lift sleeves shall be ten (10) gauge formed channels reinforced with a seven (7) gauge fork guide to assist operator in placing lift forks into channel pocket and to protect the front of the lift pocket. Lift sleeves shall also have four (4) 1/4" steel double wall taco gussets each.
- g. Front of container shall be equipped with a buff plate of seven (7) gauge steel to protect sides and front of container. Buff plate shall be designed to keep the cross bar between the

- forks of the collection truck at least ¾” away from the front of the container.
- h. Container shall be continuously welded on inside and skip welded at all other seams.
 - i. Container shall be equipped with a drain plug located on the bottom right side as you face the container.
 - j. Each container will have a tab with the serial number stamped on it and securely attached to it.

LIDS:

- a. Two (2) high density, polyethylene lids will be furnished with each container, with all parts needed to attach lids to container included. Lids shall be black.
- b. Ten (10) complete sets total of replacement lids, hinge rods, washers, and cotter pins will be included with the bid.

PAINT:

- a. Container shall be cleaned of all splatter, grease, weld slag, and dirt. All rough edges and welds shall be ground smooth and the complete container thoroughly sanded before painting. In accordance with paint manufacturer’s specifications. Containers shall receive two (2) coats of resistant red primer, both inside and outside of the container, and one outside finish coat of high grade automotive enamel of the hardest finish available. Color to be maroon.

OSHA REGULATIONS:

- a. Assembled containers must meet all OSHA Regulations.

WARRANTY:

- a. Warranty will be for a minimum of twelve (12) months.

D: THIRTY YARD SELF CONTAINED CABLE LIFT ROLL OFF COMPACTORS

MINIMUM SPECIFICATIONS:

Cable Lift Compactors
Hopper Capacity 2 cubic yards
Container Capacity 30 cubic yards
Charge Box Opening 40” x 60”
Loading Height from Platform 37”
Loading Height from Ground 49”
Weight 10,400 lbs.
Cycle Time 24 seconds
Normal Operating Pressure 1600 PSI
Maximum Operating Pressure 2000 PSI
Packing Pressure Per Square Inch PSI 29 lbs. PSI
Compaction Force 38,000 lbs.
Cylinder Size (2) Double Cylinders – 4” each

Cylinder Stroke 32”
Ram Penetration 8”
Hydraulic Pump 12 GPM
Electric Motor 10 HP 208-230 / 460V 3 Phase 60 cycle – high torque
Control Circuit 110V computer controlled

E: COMPACTOR MONITOR SYSTEMS FOR BOTH COMPACTORS

Monitor system for usage/security is required for each compactor and is installed at the compactor site.

Link is provided to show current system being used for both compactors.
http://onepluscorp.com/wp-content/uploads/specsheet_wasteedge200.pdf

MINIMUM SPECIFICATIONS:

Power Requirements: 120 VAC 60 Hz 20 Watts 1 amp

Operation Temperature: - 40° F to + 140° F

Enclosure Dimensions: NEMA weatherproof, 14 gauge steel. Hasp for locking.

W 11” X H 13-1/2” X D 5”

Designed for outdoor use.

EXHIBIT B
INSURANCE REQUIREMENTS

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

I. Standard Insurance Policies Required:

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

II. General Requirements Applicable to All Policies:

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

III. Commercial General Liability

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

IV. Business Automobile Liability

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

V. Workers’ Compensation Insurance

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

EXHIBIT C
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/5/2016

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

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

PRODUCER Bailey Insurance and Risk Management 1201 Washington Ave. P.O. Box 298 Waco TX 76701	CONTACT NAME: Charlotte Hambrick PHONE (A/C, No, Ext): (254) 753-5317 E-MAIL: charlotte@baileyinsurance.com ADDRESS:	FAX (A/C, No): (254) 753-1132
	INSURER(S) AFFORDING COVERAGE	
INSURED Texas Commercial Waste, B.A.G.S. M. Lipsitz & Co., Ltd. P. O. Box 1175 Waco TX 76703	INSURER A: Charter Oaks Fire Insurance Co	
	INSURER B: Travelers Indemnity Co. of CT	
	INSURER C: Commerce & Industry Insurance	
	INSURER D: Texas Mutual Insurance Company	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2015/2016 TCW All Lines **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		6607042M400	10/1/2015	10/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA5385L398	10/1/2015	10/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		BE036024854	10/1/2015	10/1/2016	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	TSP0001109677	10/1/2015	10/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of College Station is included as an additional insured under the general liability, auto liability & excess liability if required by written contract. A waiver of subrogation applies under the general, auto & excess liability & workers compensation if required by written contract.

CERTIFICATE HOLDER

City Of College Station
Attn: Risk Management
P O Box 9960
College Station, TX 77842

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Wes Bailey/CHAR *Wes Bailey*

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City of College Station - Purchasing Division
Bid Tabulation for #16-067
"Lease of Various Refuse Containers"
Open Date: Friday, April 22, 2016 @ 2:00 p.m.

				Texas Commercial Waste			Brazos Valley Recycling		
Item #	Estimated Quantity	UOM	Description	Monthly Unit Cost	Total Monthly Cost	Total Annual Cost (Total Monthly Cost x 12)	Monthly Unit Cost	Total Monthly Cost	Total Annual Cost (Total Monthly Cost x 12)
1	158	each	Four (4) Cubic Yard, Slant-Top Containers	\$7.00	\$1,106.00	\$13,272.00	\$12.75	\$2,014.50	\$24,174.00
2	5	each	Six (6) Subic Yard, Flat-Top Containers With Side Sliding Doors	\$14.00	\$70.00	\$840.00	\$17.50	\$87.50	\$1,050.00
3	1053	each	Eight (8) Cubic Yard, Slant-Top Containers	\$14.00	\$14,742.00	\$176,904.00	\$22.00	\$23,166.00	\$277,992.00
4A	2	each	Thirty Yard Self Contained Cable Lift Roll Off Compactors	\$235.00	\$470.00	\$5,640.00	\$325.00	\$650.00	\$7,800.00
4B	2	each	Compactor Monitor Systems for Both Compactors	\$75.00	\$150.00	\$1,800.00	\$25.00	\$50.00	\$600.00
Total Annual Cost				\$198,456.00			\$311,616.00		
Bid Certification				Y			Y		
Addendum Acknowledged				Y			Y		
Exceptions				None			All containers are new Wastequip containers and built to your specifications.		



Legislation Details (With Text)

File #: 16-0328 **Version:** 1 **Name:** Signal Agreement with UPRR at Greens Prairie Trail

Type: Agreement **Status:** Consent Agenda

File created: 5/21/2016 **In control:** City Council Regular

On agenda: 6/9/2016 **Final action:**

Title: Presentation, possible action, and discussion on approving a Signal Interconnect Agreement between Union Pacific Railroad and the City of College Station which will allow College Station to construct, maintain and operate a new signal facility at Greens Prairie Trail's At-Grade Road Crossing Intersection.

Sponsors: Donald Harmon

Indexes:

Code sections:

Attachments: [2908-58 3Signal Interconnect.pdf](#)
[Project Map.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on approving a Signal Interconnect Agreement between Union Pacific Railroad and the City of College Station which will allow College Station to construct, maintain and operate a new signal facility at Greens Prairie Trail's At-Grade Road Crossing Intersection.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: This project is for the improvements to Greens Prairie Trail and FM 2154. It is anticipated that this project will be completed in coordination with Brazos County and TxDOT. Phase 1 will be bid by the County with participation from the City for traffic signal items. Phase II will be bid by TxDOT with participation from the County and the COCS. The project is for the construction of an extension of Greens Prairie Trail located within College Station city limits extending from FM 2154 at its intersection with Greens Prairie Trail west to the City of College Station city limits.

Budget & Financial Summary: A total project budget of \$600,000 is included for this project in the Streets Capital Improvement Projects Fund.

Legal Review: Yes.

Attachments:

1. Agreement
2. Project Map

SIGNAL INTERCONNECT AGREEMENT

BETWEEN THE

UNION PACIFIC RAILROAD COMPANY

AND THE

CITY OF COLLEGE STATION

COVERING

THE CONSTRUCTION, MAINTENANCE & OPERATION OF A NEW
SIGNAL FACILITY FOR THE EXISTING GREEN PRAIRIE TRAIL
AT-GRADE PUBLIC ROAD CROSSING INTERSECTION
(DOT NO.: 441021K)

AT

MILE POST 65.75 NAVASOTA SUBDIVISION

IN OR NEAR

COLLEGE STATION,
BRAZOS COUNTY,
TEXAS

UPRR Folder No.: 2908-58
UPRR Audit No.: 280352

SIGNAL INTERCONNECT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2016, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at 1400 Douglas Street, MS1690, Omaha, Nebraska 68179-1690 (hereinafter "Railroad"), and the **CITY OF COLLEGE STATION**, to be addressed at PO Box 9960, College Station TX 77842 (hereinafter "Licensee").

WITNESSETH:

WHEREAS, Licensee desires to undertake as its project the installation of highway traffic control signals at the intersection of Green Prairie Trail in College Station, Brazos County, Texas, as shown on the Railroad Location Print, marked **Exhibit A**, hereto attached and hereby made a part hereof; and

WHEREAS, Railroad has grade crossing protection devices at the intersection of its track and this public road crossing at Mile Post 65.75, Navasota Subdivision; and

WHEREAS, if necessary, Railroad agrees to install the necessary relays and other materials required to interconnect and coordinate the operation of said railroad grade crossing protection devices with the operation of said highway traffic control signals. If necessary, the Licensee will also install an underground traffic signal upon the Railroad's right of way from the aforesaid traffic signal to the railroad grade crossing protection device. Said work is to be performed at the sole expense of Licensee; and

WHEREAS, Licensee and Railroad, severally and collectively, desire to interconnect and coordinate the operation of said signals.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereunder set forth, it is agreed as follows:

ARTICLE 1 – LIST OF EXHIBITS

Exhibit A	Railroad Location Print
Exhibit B	Form of Contractor's Right of Entry Agreement

ARTICLE 2 - SCOPE OF WORK

- a). Licensee and Railroad, severally and collectively, agree to interconnect and coordinate the operation of the railroad grade crossing protection devices with the operation of the highway traffic control signals at Mile Post 65.75, on the Navasota Subdivision.
- b). Railroad agrees to: install a signal interconnect box for traffic signal operation providing advanced pre-emption. Railroad further agrees to install the necessary relays and other materials required for the interconnect.
- c). Railroad hereby grants permission and authority to Licensee and/or its contractor to install the conduit with the necessary wiring on Railroad right of way at the location shown on Exhibit A.

ARTICLE 3 - CONSTRUCTION AND MAINTENANCE

The Licensee, at its expense, shall furnish all labor, material, equipment and supervision for the installation and maintenance of highway traffic control signals at the intersection described above at DOT 441021K.

ARTICLE 4 - PAYMENT

In addition to the payment set forth in Article 1B above, in consideration of Licensee's agreement to perform and abide by the terms of this Agreement and the work to be performed by Railroad, Licensee agrees to pay Railroad an administrative fee of **ONE THOUSAND DOLLARS (\$1,000.00)** upon the execution of this Agreement.

ARTICLE 5 - CONDITIONS

- a). Except as set forth in Article 5, Licensee shall not be liable to Railroad on account of any failure of Railroad's flasher lights to operate properly nor shall Railroad have or be entitled to maintain any action against Licensee arising from any failure from Railroad's flasher lights to operate properly. Similarly, Railroad shall not be liable to Licensee on account of any failure of Licensee's traffic signal to operate properly nor shall Licensee have or be entitled to maintain any action against Railroad arising from any failure of Licensee's traffic signal to operate properly.
- b). Licensee reserves the right to cancel this agreement for any reason and at any time prior to Railroad proceeding with any part of the work outlined herein.
- c). Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee or its contractor(s) shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m., Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour number, 7 day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's premises to be used by Licensee or its contractor(s). If it is, Licensee or its contractor(s) will telephone the telecommunication company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on Railroad's premises.

ARTICLE 6 - INTERFERENCE

Each party shall take all suitable precautions to prevent any interference (by induction, leakage of electricity or otherwise) with the operation of the other party's signals or communications lines, or those of its tenants; and if, at any time, the operation or maintenance of its signals results in any electrostatic effects, the party whose signals are causing the interference shall, at its expense, immediately take such action as may be necessary to eliminate such interference.

ARTICLE 7 - GENERAL PROVISIONS

- a). If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
- b). It is the intent of both (all) parties that no third party beneficiaries be created by this agreement.

ARTICLE 8 - CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

- a). If the Licensee will be hiring a contractor or contractors to perform any work involving the Project (including initial construction and any subsequent relocation or maintenance and repair work), the Licensee shall require its contractor(s) to (i) execute the Railroad's then current Contractor's Right of Entry Agreement; (ii) obtain the insurance coverage described in Exhibit C of the current Contractor's Right of Entry Agreement; and (iii) provide the insurance policies, certificates, binders and/or endorsements to Railroad that are required in Exhibit C of the current Contractor's Right of Entry Agreement before allowing any of its contractor(s) and their respective subcontractors to commence any work in the Crossing Area or on any other Railroad property.
- b). The Licensee acknowledges receipt of a copy of Railroad's current Contractor's Right of Entry Agreement, attached hereto as **Exhibit B** and hereby made a part hereof, and confirms that it will inform its contractor(s) that it/they and their subcontractors are required to execute such form of agreement before commencing any work on any Railroad property. Under no circumstances will Licensee's contractor(s) or any subcontractors be allowed on to Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to Railroad the insurance policies, binders, certificates and/or endorsements described therein.
- c). All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

*Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, MS1690
Omaha, NE 68179-1690
UPRR Folder No. 2908-58*

- d). If the Licensee's own employees will be performing any of the Project work, the Licensee may self-insure all or a portion of the insurance coverage subject to Railroad's prior review

and approval.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate on the day and year first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By _____

ATTEST:

CITY OF COLLEGE STATION

By _____

Printed Name: _____

Title: _____

EXHIBIT A

To Signal Interconnect Agreement

Cover Sheet for the
Railroad Location Print

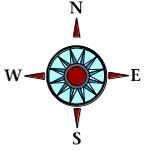


EXHIBIT "A"

RAILROAD LOCATION PRINT FOR NEW AT GRADE PUBLIC ROAD CROSSING AGREEMENT



DOT No. 441021K
M.P. 65.75 Navasota Subdivision
College Station, Brazos County, Texas
At Grade Public Road Crossing.

UNION PACIFIC RAILROAD COMPANY

NAVASOTA SUBDIVISION
RAILROAD MILE POST 65.75
COLLEGE STATION, BRAZOS COUNTY, TEXAS

To accompany an agreement with
**THE CITY OF COLLEGE STATION, COUNTY OF
BRAZOS AND ITS CONTRACTOR**
covering an At Grade Public Road Crossing.

Folder No. 2908-58

Date: January 12, 2016

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN
ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE: 1-(800) 336-9193

EXHIBIT B

To Signal Interconnect Agreement

Cover Sheet for the Contractor's Right of Entry
Agreement

UPRR Folder No. 2908-58
(Folder Number)

UPRR Audit No.: _____
(Audit Number)

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and

(NAME OF CONTRACTOR)
a _____ corporation ("Contractor").
(State of Incorporation)

RECITALS:

Contractor has been hired by _____
(Name of Public Agency)
("Public Agency") to perform work relating to

(Work to be Performed)
(the "work"), with all or a portion of such work to be performed on property of Railroad in the vicinity of Railroad Mile Post _____ on Railroad's _____,
(Mile Post) (Name of Subdivision)
DOT No. _____, located at or near _____, in _____ County,
(DOT Number) (City) (County)
State of _____, as such location is in the general location shown on the Railroad Location

Print marked **Exhibit A**, and as detailed on the Detailed Prints collectively marked **Exhibit A-1**, each attached hereto and hereby made a part hereof, which work is the subject of a contract dated _____ between Railroad and the Public Agency.
(Date of C&M Agreement)

The Railroad is willing to permit Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4B below.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C AND D.

The terms and conditions contained in **Exhibit B, Exhibit C and Exhibit D**, attached hereto, are hereby made a part of this Agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

- A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.
- B. Contractor shall coordinate all of its work with the following Railroad representative(s) or his or her duly authorized representative (the "Railroad Representative"):

Name & Address of MTM

Name & Address of MSM

- C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this Agreement and continue until this Agreement is terminated as provided in this Agreement or until the Contractor has completed all work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

- A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue until _____, unless sooner terminated as herein provided,
(Expiration Date)
or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.
- B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

- A. Before commencing any work, Contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit C** of this Agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of **Exhibit B** of this Agreement.
- B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

*Union Pacific Railroad Company
1400 Douglas Street, Mail Stop 1690
Omaha, Nebraska 68179-1690
UPRR Folder No. _____
(Folder Number)*

ARTICLE 8 - DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 9- ADMINISTRATIVE FEE.

Upon the execution and delivery of this Agreement, Contractor shall pay to Railroad **FIVE HUNDRED DOLLARS (\$500.00)** as reimbursement for clerical, administrative and handling expenses in connection with the processing of this Agreement.

ARTICLE 10 - CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

- A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.
- B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable

Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 11 - EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID No. 94-6001323)

Signed By: _____

Kathy Nesser
Manager Real Estate

(Name of Contractor)

Signed By: _____

Printed Name: _____

Title: _____

EXHIBITS A & A-1

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Shall be the Railroad Location Print & Detailed Prints

SAMPLE

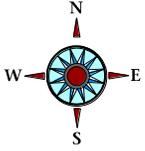


EXHIBIT "A"

RAILROAD LOCATION PRINT

FOR NEW AT GRADE

PUBLIC ROAD CROSSING AGREEMENT



DOT No. 441021K
M.P. 65.75 Navasota Subdivision
College Station, Brazos County, Texas
At Grade Public Road Crossing.

UNION PACIFIC RAILROAD COMPANY

NAVASOTA SUBDIVISION
RAILROAD MILE POST 65.75
COLLEGE STATION, BRAZOS COUNTY, TEXAS

To accompany an agreement with
**THE CITY OF COLLEGE STATION, COUNTY OF
BRAZOS AND ITS CONTRACTOR**
covering an At Grade Public Road Crossing.

Folder No. 2908-58

Date: January 12, 2016

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN
ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE: 1-(800) 336-9193

EXHIBIT B

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

GENERAL TERMS AND CONDITIONS

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

- A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least thirty (30) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.
- B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.
- C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

- A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

- B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

- A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.
- B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

- A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.
- B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

- A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in

Exhibit D, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

- B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.
- C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.
- D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 8. INDEMNITY.

- A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees (individually an "Indemnified Party" or collectively "Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this Agreement by Contractor.
- B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.
- C. **Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Indemnified Parties under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.**
- D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against any Indemnified Party.
- E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

INSURANCE PROVISIONS

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

- A. Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. Workers' Compensation and Employers' Liability insurance.** Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

- D. Railroad Protective Liability Insurance.** Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this Agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this Agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

- E. Umbrella Or Excess Insurance.** If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

- F. Pollution Liability Insurance.** Pollution liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

- G.** All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.
- H.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.
- I.** Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.
- J.** Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.
- K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.
- L.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

I. CLOTHING

A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

- i. Waist-length shirts with sleeves.
- ii. Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- iii. Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. PERSONAL PROTECTIVE EQUIPMENT

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- i. Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
- ii. Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- iii. Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
 - 100 feet of a locomotive or roadway/work equipment
 - 15 feet of power operated tools
 - 150 feet of jet blowers or pile drivers
 - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- iv. Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. ON TRACK SAFETY

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- i. Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- ii. Wear an orange, reflectorized workwear approved by the Railroad Representative.

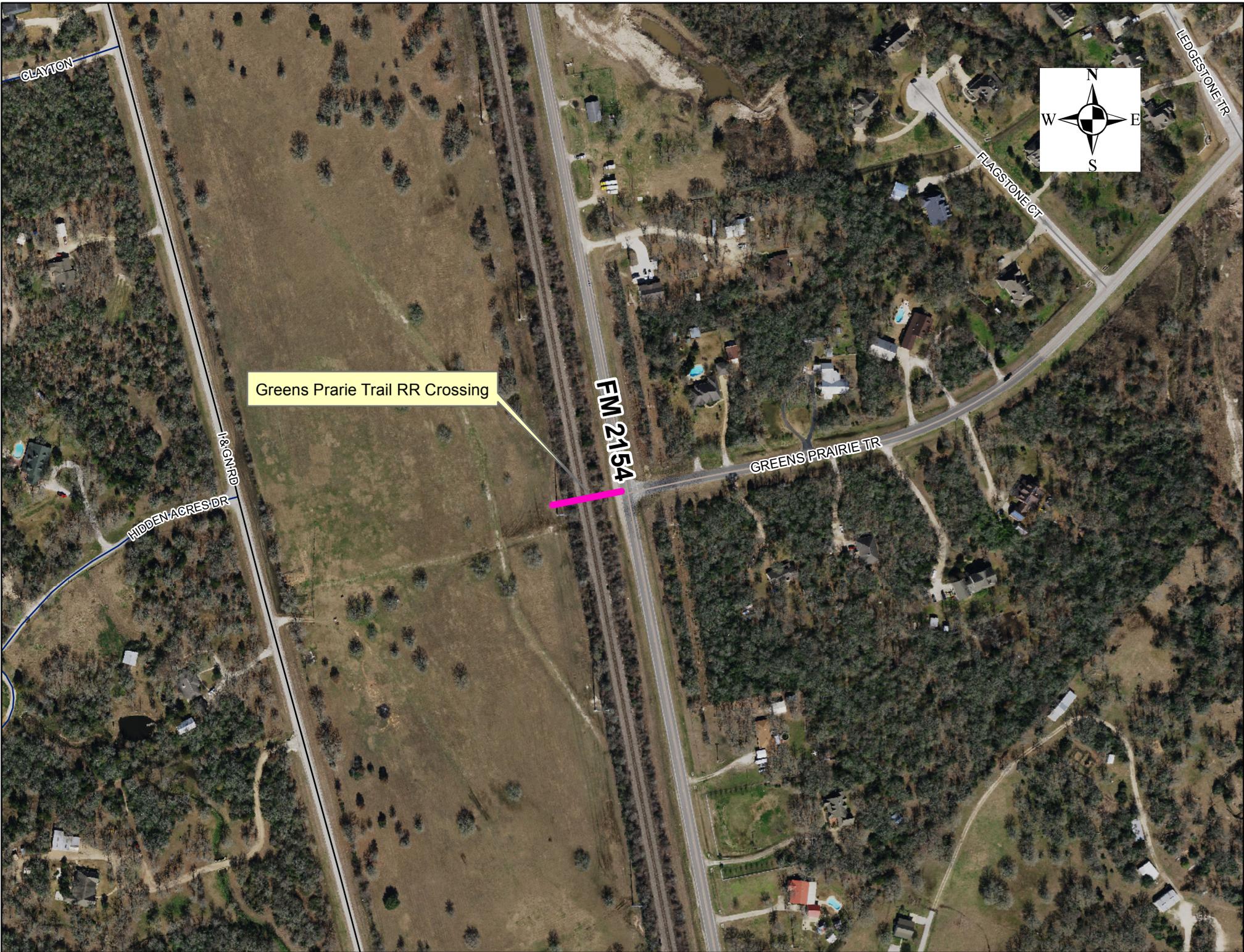
- iii. Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. EQUIPMENT

- A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
 - i. Familiar and comply with Railroad's rules on lockout/tagout of equipment.
 - ii. Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
 - iii. Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. GENERAL SAFETY REQUIREMENTS

- A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
 - i. Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
 - ii. Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
 - iii. In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment of the opening is less than one car length (50 feet).
 - iv. Avoid walking or standing on a track unless so authorized by the employee in charge.
 - v. Before stepping over or crossing tracks, look in both directions first.
 - vi. Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.



CLAYTON

LEDGESTONE TR



FLAGSTONE CT

Greens Prairie Trail RR Crossing

I & G N R B

HIDDEN ACRES DR

FM 2154

GREENS PRAIRIE TR



Legislation Details (With Text)

File #: 16-0329 **Version:** 1 **Name:** Electric Compliance Consulting Contract 16300362
Type: Contract **Status:** Consent Agenda
File created: 5/23/2016 **In control:** City Council Regular
On agenda: 6/9/2016 **Final action:**
Title: Presentation, possible action, and discussion regarding the award of RFQ 16-041 to GDS Associates, Inc. in the amount of \$80,000 for Electric NERC compliance consulting services.
Sponsors: Timothy Crabb
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the award of RFQ 16-041 to GDS Associates, Inc. in the amount of \$80,000 for Electric NERC compliance consulting services.

Relationship to Strategic Goals:

- Financially Sustainable City
- Core Services and Infrastructure

Recommendation(s):

Staff recommends the approval of contract for this RFQ to GDS Associates, Inc. in the amount of \$80,000.

Summary:

This contract is for consultation services to assist COCS with activities related to maintaining compliance with Mandatory Reliability Standards in accordance with North American Electric Reliability Council (NERC), Texas Reliability Entity (Texas RE), and Electric Reliability Council of Texas (ERCOT). This project includes: assisting COCS with internal reviews and/or audits; assisting COCS with periodic reporting or self-logging; assisting COCS with implementing new or revised standards in advance of the effective date, including developing process/procedures and ensuring COCS Subject Matter Experts (SME's) have a full understanding of Standards and Requirements; providing guidance on other NERC, Texas RE, and ERCOT Compliance Monitoring and Enforcement (CMEP) or Rules of Procedure (RoP) activities as appropriate and requested; and, providing training for COCS staff on NERC, Texas RE, and ERCOT CMEP or RoP activities, standards, and guidelines.

Budget & Financial Summary:

Funds for this program are available in the FY16 Electric Utility operating budget.

Attachments:

1. Contract No. 16300362 is available in the City Secretary's Office.



Legislation Details (With Text)

File #: 16-0333 **Version:** 1 **Name:** Various Electric Items
Type: Presentation **Status:** Consent Agenda
File created: 5/23/2016 **In control:** City Council Regular
On agenda: 6/9/2016 **Final action:**
Title: Presentation, possible action, and discussion on a bid award for annual price agreements for various electrical items to be stored in inventory as follows: KBS Electric Distributors: \$97,493, Stuart C. Irby: \$31,802; Graybar Electric: \$55,135.30; Techline, Inc.: \$244,126.75; Schweitzer Engineering Laboratories Inc.: \$36,900. Total estimated annual expenditure is \$465,457.05.
Sponsors: Jeff Kersten
Indexes:
Code sections:
Attachments: [16-069 Tabulation](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a bid award for annual price agreements for various electrical items to be stored in inventory as follows: KBS Electric Distributors: \$97,493, Stuart C. Irby: \$31,802; Graybar Electric: \$55,135.30; Techline, Inc.: \$244,126.75; Schweitzer Engineering Laboratories Inc.: \$36,900. Total estimated annual expenditure is \$465,457.05.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation(s): Staff recommends awards to the lowest responsible bidder meeting specifications for annual estimated expenditures totaling \$465,457.05.

1.	KBS Electrical Distributors	\$97,493.00
2.	Stuart C. Irby	\$31,802.00
3.	Graybar Electric	\$55,135.30
4.	Techline, Inc	\$244,126.75
5.	Schweitzer Engineering Laboratories	\$36,900.00

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

Budget & Financial Summary: Six (6) sealed, competitive bids were received and opened on May 5, 2016. Two additional bids arrived past the submission deadline and were returned unopened to the vendors. Funds are budgeted and available in the Electrical Fund. Various projects may be expensed as supplies are pulled from inventory and issued.

Reviewed and Approved by Legal: N/A

Attachments: Bid Tabulation #16-069



City of College Station
Annual Price Agreement for Various Electrical Items
ITB #16-069
Opened May 5, 2016 @ 2:00 PM

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

				KBS Electrical Distributors				Stuart C. Irby				Graybar Electric				
Item No	Est. Qty	Description	Inv No.	Manufacturer	Unit Price	Total Price	Delivery	Manufacturer	Unit Price	Total Price	Delivery	Manufacturer	Unit Price	Total Price	Delivery	
Group "A" Materials 15kV Underground Cable Accessories																
A-1	500	ea	Disconnectable Secondary Transformer Connector	285-008-0007	Polaris	\$9.70	\$4,850.00	4-6 wks	CMC	\$9.97	\$4,985.00	2-4 wks	CMC	\$11.08	\$5,540.00	4-6 wks
A-2	300	ea	Disconnectable Secondary Transformer Connector	285-008-00008	CMC	\$16.25	\$4,875.00	2-3 wks	CMC	\$16.10	\$4,830.00	4 wks	Polaris	\$16.36	\$4,908.00	4-6 wks
A-3	40	ea	Deadbreak T-OPII Connector	285-022-00036	Cooper	\$243.00	\$9,720.00	8 wks	Cooper	\$247.61	\$9,904.40	8 wks	Cooper	\$338.09	\$13,523.60	4-6 wks
A-4	25	ea	Inline Splice	285-076-00002	3M	\$30.35	\$758.75	2 wks	3M	\$30.34	\$758.50	2-4 wks	3M	\$39.22	\$980.50	4-6 wks
A-5	60	ea	Splice Re-jacketing Kit, cold shrink type	285-076-00005	3M	\$48.30	\$2,898.00	2 wks	3M	\$47.77	\$2,866.20	2-4 wks	3M	\$43.52	\$2,611.20	3-4 wks
A-6	90	ea	Inline Splice	285-076-00007	3M	\$521.00	\$46,890.00	2 wks	3M	\$536.61	\$48,294.90	2-4 wks	3M	\$493.34	\$44,400.60	3-4 wks
A-7	100	ea	Cable Terminator	285-082-00003					Elastimold	\$49.95	\$4,995.00	12 wks	Elastimold	\$42.44	\$4,244.00	2-4 wks
A-8	100	ea	Elbow Arrester	285-082-00005	Cooper	\$56.00	\$5,600.00	stk -8 wks	Cooper	\$55.17	\$5,517.00	8 wks	Cooper	\$80.61	\$8,061.00	3-4 wks
A-9	50	ea	Cable Terminator Cold Shrink Type	285-082-00010	3M	\$113.80	\$5,690.00	2 wks	3M	\$114.55	\$5,727.50	2-4 wks	3M	\$108.05	\$5,402.50	2-4 wks
A-10	50	ea	Pole Top Terminator Cold Shrink	285-082-00016	3M	\$66.30	\$3,315.00	2 wks	3M	\$66.66	\$3,333.00	2-6 wks	3M	\$75.81	\$3,790.50	2-4 wks
A-11	50	ea	Parking Stand Arrester	285-082-00022	Cooper	\$128.60	\$6,430.00	stk -8 wks	Cooper	\$130.47	\$6,523.50	8 wks	Cooper	\$169.69	\$8,484.50	4-6 wks
A-12	500	ea	Loadbreak Elbow, Jacket Seal Type	285-082-00028	Cooper	\$27.58	\$13,790.00	3-4 wks	Cooper	\$27.52	\$13,760.00	4-5 wks	Elastimold	\$31.48	\$15,740.00	2-4 wks
A-13	150	ea	Protective Cap	285-095-00004	Cooper	\$18.40	\$2,760.00	stk-4 wks	Cooper	\$18.30	\$2,745.00	3-4 wks	Cooper	\$18.14	\$2,721.00	4-6 wks
A-14	600	ea	Loadbreak Bushing Insert	285-095-00006	Cooper	\$18.90	\$11,340.00	stk-4wks	Cooper	\$19.39	\$11,634.00	3-4 wks	Cooper	\$20.29	\$12,174.00	4-6 wks
A-15	10	ea	Rotatable Two-Way Bushing Insert	285-095-00007	Cooper	\$105.30	\$1,053.00	3-4 wks	Cooper	\$105.47	\$1,054.70	3-4 wks	Cooper	\$108.25	\$1,082.50	4-6 wks
A-16	300	ea	Underground Faulted Circuit Indicator	285-111-00002	Fisher Pierce	\$137.00	\$41,100.00	10-12 wks	SEL	\$136.97	\$41,091.00	6 wks	SEL	\$132.26	\$39,678.00	3-4 wks
Group A Recommended Award Total				\$28,543.00				\$10,347.00				\$55,135.30				
Group "B" Materials - Overhead Cable and Pole Accessories																
B-1	200	ea	Riser Pole Arrester 10 KV	285-003-00005	Cooper	\$32.40	\$6,480.00	stk-8wks	Cooper	\$32.29	\$6,458.00	8 wks	Hubbell	\$42.22	\$8,444.00	7-8 wks
B-2	400	ea	Arrester & Bracket for Polemount Transformers	285-003-00007	Cooper	\$26.90	\$10,760.00	stk-6 wks	Cooper	\$27.07	\$10,828.00	6 wks	Cooper	\$32.97	\$13,188.00	4-6 wks
B-3	400	ea	Conduit Standoff Bracket	285-047-00108	Barfield	\$17.50	\$7,000.00	3-4 wks	Barfield	\$17.74	\$7,096.00	2-4 wks	Barfield	\$18.22	\$7,288.00	4-6 wks
B-4	500	ea	Mounting Plate for Metal Banding Strap	285-047-00119	Band-It	\$15.29	\$7,645.00	2 wks	Band-It	\$13.84	\$6,920.00	2-4 wks	Band-It	\$309.33	\$154,665.00	2-3 wks
B-5	500	ea	Bolt Clamp for Metal Banding Strap	285-047-00120	Band-It	\$24.38	\$12,190.00	2 wks	Band-It	\$23.70	\$11,850.00	2-4 wks	Band-It	\$502.30	\$251,150.00	2-3 wks
B-6	300	ea	Arrester Protective Cap	M285-003-00008	Kaddas	\$10.59	\$3,177.00	3-4 wks	Kaddas	\$8.95	\$2,685.00	4 wks	Kaddas	\$9.17	\$2,751.00	4-6 wks
B-7	1000	ea	1/0 H-Tap Copper Connector	M285-022-00003	Blackburn	\$1.59	\$1,590.00	2-3 wks	Blackburn	\$1.52	\$1,520.00	2-4 wks	Blackburn	\$1.82	\$1,820.00	stock
B-8	300	ea	Small Hotline Clamp	M285-047-00027	CMC	\$6.40	\$1,920.00	4-6 wks	Maclean	\$6.67	\$2,001.00	1-2 wks	Maclean	\$6.86	\$2,058.00	2 wks
Group B Recommended Award Total				\$8,920.00				\$21,455.00								
Group "C" Materials - Pad-mount Enclosure Junction Boxes & Pull Boxes																
C-1	15	ea	Pull Box, 36x60x48	285-045-00007	CDR/ Quazite	\$3,496.00	\$52,440.00	3-4 wks	Armorcast *	\$999.90	\$14,998.50	6-8 wks	Quazite	\$2,717.94	\$40,769.10	7-8 wks
C-2	20	ea	Pull Box, 48x96x48	285-045-00008	CDR/ Quazite	\$7,465.00	\$149,300.00	3-4 wks	Armorcast *	\$2,666.66	\$53,333.20	6-8 wks	Quazite	\$5,866.80	\$117,336.00	7-8 wks
C-3	12	ea	Pull Box Extension 24" for 48x96x48	285-045-00012	CDR/ Quazite	\$3,250.00	\$39,000.00	3-4 wks	Armorcast	\$937.42	\$11,249.04	6-8 wks	Quazite	\$2,396.83	\$28,761.96	7-8 wks
C-4	300	ea	Secondary Pedestal	285-045-00009	CDR/ Quazite	\$198.00	\$59,400.00	3-4 wks	Armorcast	\$116.40	\$34,920.00	6-8 wks	Quazite	\$177.54	\$53,262.00	7-8 wks
C-5	5	ea	Torsion Assist Lids	285-045-00013	CDR/ Quazite	\$8,621.00	\$43,105.00	3-4 wks	Armorcast	\$4,265.50	\$21,327.50	6-8 wks				
Group C Recommended Award Total																
Group D - Crossarm Braces																
D-1	60	ea	HD Dead End 8'	285-047-00088	PUPI	\$192.00	\$11,520.00	Stk	Aluma-Form	\$191.66	\$11,499.60	4-5 wks	Shakespeare	\$213.65	\$12,819.00	4-6 wks
D-2	150	ea	Standard Duty Crossarm 8'	285-047-00093	PUPI	\$87.50	\$13,125.00	4-6 wks	Aluma-Form	\$102.52	\$15,378.00	4-5 wks	Shakespeare	\$102.72	\$15,408.00	4-6 wks
D-3	100	ea	Standard Duty Crossarm 10'	285-047-00094	PUPI	\$104.00	\$10,400.00	4-6 wks	Aluma-Form	\$126.15	\$12,615.00	4-5 wks	Shakespeare	\$114.76	\$11,476.00	4-6 wks
D-4	20	ea	HD Deadend 10'	285-047-00099	PUPI	\$209.00	\$4,180.00	Stk	Aluma-Form	\$257.25	\$5,145.00	4-5 wks	Shakespeare	\$213.65	\$4,273.00	4-6 wks
Group D Recommended Award Total				\$23,525.00												
Group E - Miscellaneous Materials																
E-1	250	ea	Pole Setting Foam	285-065-00019	Utility Structural	\$68.42	\$17,105.00	stk	Poly-Set	\$68.88	\$17,220.00	1-2 wks	USS	\$70.31	\$17,577.50	Stock
E-2	12	ea	600/1200 amp Air Switch with S-2 Option	285-077-00004												
E-3	100	ea	S&C Wildlife Guards	285-102-00003	S&C *	\$194.00	\$19,400.00	6-8 wks	S&C	\$295.00	\$29,500.00	8 wks				
Group E Recommended Award Total				\$36,505.00												
Total Recommended Award Amount				\$97,493.00				\$31,802.00				\$55,135.30				
Certification of Bid				Y				Y				Y				
Addendum Acknowledged				Y				Y				N				
Exceptions				* Item E-3 - Per S&C, The SDA-4095 will not work with the current R4 vintage upright style switch. Would need Cat# SDA-5178				* Minimum Order Qty 4								

Notes:
 Item A-1 Item is being awarded based on delivery time.
 Item C-3 Pull Box and Extensions must be the same manufacturer. Item C-3 to be awarded to Techline as they won all the Pull Boxes.

Bids were received past the submission deadline by the following vendors and returned unopened:
 HD Supply
 Wesco



City of College Station
Annual Price Agreement for Various Electrical Items
ITB #16-069
Opened May 5, 2016 @ 2:00 PM

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

				Texas Electric Cooperatives				Techline, Inc.				Schweitzer Engineering Laboratories, Inc.				
Item No	Est. Qty	Description	Inv No.	Manufacturer	Unit Price	Total Price	Delivery	Manufacturer	Unit Price	Total Price	Delivery	Manufacturer	Unit Price	Total Price	Delivery	
Group "A" Materials 15kV Underground Cable Accessories																
A-1	500	ea	Disconnectable Secondary Transformer Connector	285-008-00007	CMC	\$12.00	\$6,000.00	3-5 wks	CMC	\$9.70	\$4,850.00	stk-4 wks				
A-2	300	ea	Disconnectable Secondary Transformer Connector	285-008-00008	CMC	\$19.00	\$5,700.00	3-5 wks	Homac	\$16.25	\$4,875.00	2-3 wks				
A-3	40	ea	Deadbreak T-OPH Connector	285-022-00036												
A-4	25	ea	Inline Splice	285-076-00002	3M	\$32.76	\$819.00	3-5 wks	3M	\$29.75	\$743.75	stk-2 wks				
A-5	60	ea	Splice Re-jacketing Kit, cold shrink type	285-076-00005	3M	\$51.70	\$3,102.00	3-5 wks	3M	\$47.00	\$2,820.00	2-3 wks				
A-6	90	ea	Inline Splice	285-076-00007	3M	\$580.00	\$52,200.00	3-5 wks	3M	\$522.00	\$46,980.00	2-4 wks				
A-7	100	ea	Cable Terminator	285-082-00003					Elastimold	\$42.00	\$4,200.00	8-10 wks				
A-8	100	ea	Elbow Arrester	285-082-00005					Elastimold	\$57.00	\$5,700.00	2-4 wks				
A-9	50	ea	Cable Terminator Cold Shrink Type	285-082-00010	3M	\$123.67	\$6,183.50	3-5 wks	3M	\$110.00	\$5,500.00	2-4 wks				
A-10	50	ea	Pole Top Terminator Cold Shrink	285-082-00016	3M	\$72.27	\$3,613.50	3-5 wks	3M	\$62.00	\$3,100.00	stk				
A-11	50	ea	Parking Stand Arrester	285-082-00022					Elastimold	\$135.00	\$6,750.00	2-4 wks				
A-12	500	ea	Loadbreak Elbow, Jacket Seal Type	285-082-00028					Elastimold	\$27.25	\$13,625.00	2-4 wks				
A-13	150	ea	Protective Cap	285-095-00004					Elastimold	\$18.45	\$2,767.50	2-4 wks				
A-14	600	ea	Loadbreak Bushing Insert	285-095-00006					Elastimold	\$19.25	\$11,550.00	stk				
A-15	10	ea	Rotatable Two-Way Bushing Insert	285-095-00007					Elastimold	\$128.00	\$1,280.00	4-6 wks				
A-16	300	ea	Underground Faulted Circuit Indicator	285-111-00002	SEL	\$157.00	\$47,100.00	3-5 wks	SEL	\$133.00	\$39,900.00	4-6 wks	SEL	\$123.00	\$36,900.00	5 wks
Group A Recommended Award Total									\$26,518.75				\$36,900.00			
Group "B" Materials - Overhead Cable and Pole Accessories																
B-1	200	ea	Riser Pole Arrester 10 KV	285-003-00005					Ohio Brass	\$32.00	\$6,400.00	2-3 wks				
B-2	400	ea	Arrester & Bracket for Polemount Transformers	285-003-00007					Ohio Brass	\$26.25	\$10,500.00	2-4 wks				
B-3	400	ea	Conduit Standoff Bracket	285-047-00108	Barfield	\$18.25	\$7,300.00	4-6 wks	Barfield	\$17.75	\$7,100.00	stk				
B-4	500	ea	Mounting Plate for Metal Banding Strap	285-047-00119												
B-5	500	ea	Bolt Clamp for Metal Banding Strap	285-047-00120												
B-6	300	ea	Arrester Protective Cap	M285-003-00008	Kaddas	\$10.00	\$3,000.00	3-5 wks	Kadas	\$9.17	\$2,751.00	2-3 wks				
B-7	1000	ea	1/0 H-Tap Copper Connector	M285-022-00003					Blackburn	\$1.50	\$1,500.00	stk				
B-8	300	ea	Small Hotline Clamp	M285-047-00027					Hubbell	\$6.55	\$1,965.00	stk				
Group B Recommended Award Total									\$18,400.00							
Group "C" Materials - Pad-mount Enclosure Junction Boxes & Pull Boxes																
C-1	15	ea	Pull Box, 36x60x48	285-045-00007					Quazite	\$915.00	\$13,725.00	3-4 wks				
C-2	20	ea	Pull Box, 48x96x48	285-045-00008					Quazite	\$2,405.00	\$48,100.00	3-4 wks				
C-3	12	ea	Pull Box Extension 24" for 48x96x48	285-045-00012					Quazite	\$1,025.00	\$12,300.00	3-4 wks				
C-4	300	ea	Secondary Pedestal	285-045-00009					Quazite	\$105.24	\$31,572.00	3-4 wks				
C-5	5	ea	Torsion Assist Lids	285-045-00013					Quazite	\$4,135.00	\$20,675.00	4-6 wks				
Group C Recommended Award Total									\$126,372.00							
Group D - Crossarm Braces																
D-1	60	ea	HD Dead End 8'	285-047-00088	PUPI	\$200.00	\$12,000.00	1-2 wks	Shakespeare	\$185.00	\$11,100.00	4-6 wks				
D-2	150	ea	Standard Duty Crossarm 8'	285-047-00093	PUPI	\$91.00	\$13,650.00	2-4 wks	Shakespeare	\$92.00	\$13,800.00	4-6 wks				
D-3	100	ea	Standard Duty Crossarm 10'	285-047-00094	PUPI	\$125.00	\$12,500.00	2-4 wks	Shakespeare	\$113.00	\$11,300.00	4-6 wks				
D-4	20	ea	HD Deadend 10'	285-047-00099	PUPI	\$231.00	\$4,620.00	4-6 wks	Shakespeare	\$206.80	\$4,136.00	4-6 wks				
Group D Recommended Award Total									\$15,236.00							
Group E - Miscellaneous Materials																
E-1	250	ea	Pole Setting Foam	285-065-00019					BMK	\$81.25	\$20,312.50	stk				
E-2	12	ea	600/1200 amp Air Switch with S-2 Option	285-077-00004					Interia w/S&C wildlife protection	\$4,800.00	\$57,600.00	8-10 wks				
E-3	100	ea	S&C Wildlife Guards	285-102-00003					S&C	\$238.00	\$23,800.00	6-8 wks				
Group E Recommended Award Total									\$57,600.00							
Total Recommended Award Amount					\$0.00				\$244,126.75				\$36,900.00			
Certification of Bid					Y				Y				Y			
Addendum Acknowledged					Y				Y				Y			
Exceptions																

Notes:
 Item A-1 Item is being awarded based on delivery time.
 Item C-3 Pull Box and Extensions must be the same manufacturer. Item C-3 to be awarded to Techline as they won all the Pull B
 Bids were received past the submission deadline by the following vendors and returned unopened:
 HD Supply
 Wesco



Legislation Details (With Text)

File #: 16-0335 **Version:** 1 **Name:** Electric Substation Materials
Type: Presentation **Status:** Consent Agenda
File created: 5/23/2016 **In control:** City Council Regular
On agenda: 6/9/2016 **Final action:**
Title: Presentation, possible action, and discussion on a bid award for the purchase of three (3) 145kV potential transformers and three (3) Outdoor Breakers, which will be maintained in electrical inventory and expended as needed. The total recommended award is \$94,422 and will be awarded by line item to the lowest responsible bidders.
Sponsors: Jeff Kersten
Indexes:
Code sections:
Attachments: [16-070 Tabulation](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a bid award for the purchase of three (3) 145kV potential transformers and three (3) Outdoor Breakers, which will be maintained in electrical inventory and expended as needed. The total recommended award is \$94,422 and will be awarded by line item to the lowest responsible bidders.

Relationship to Strategic Goals: Core Services and Infrastructure

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

Item A1 - J.H. Davidson & Associates, LLC	\$25,722.00
Item B1 - Wesco Distribution, Inc.	\$68,700.00
Total Award	\$94,422.00

Summary: On May 11, 2016, three (3) sealed bids were received and opened for Invitation to Bid 16-070. Electric staff evaluated the bids for compliance to the needed specifications. Staff is recommending award to the lowest responsible bidders who met all specifications. The bid submitted by Priester-Mell & Nicholson was considered non-compliant because they did not meet the specification requirements of Item B1. A fourth bid was received after the submission deadline and was returned to the vendor unopened.

Upon Council approval, purchase orders will be issued to J.H Davidson & Associates, LLC, and Wesco Distribution, Inc. The materials will be placed and maintained in the electrical inventory and expended as needed.

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

Reviewed and Approved by Legal: N/A

Attachments: Bid Tabulation #16-070



City of College Station - Purchasing Division
Bid Tabulation for #16-070
"Purchase of Electric Substation Materials"
Open Date: Wednesday, May 11, 2016 @ 2:00 p.m.

			Priester-Mell & Nicholson		Wesco		J.H. Davidson & Associates, LLC	
Item	Qty	Description	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
A1	3	145 kV Potential Transformer					\$8,574.00	\$25,722.00
		Manufacturer	No Bid		No Bid		ABB, Inc	
		Catalog No.					L741200T0-803	
		Delivery Time (weeks)					19 wks ARO	
B1	3	Outdoor Breaker	\$22,098.00	\$66,294.00	\$22,900.00	\$68,700.00		
		Manufacturer	Siemens		ABB			
		Catalog No.	SDV-MA-15kV-20kA-1200A		MB11130CCMH5KMZ402		No Bid	
		Delivery Time (weeks)	16-18 wks		15-20 wks			
		Total Recommended Award			\$68,700.00		\$25,722.00	
		Bid Certification	Y		Y		Y	
		Notes	Siemens item was found non-compliant with the bid specifications.				Exceptions attached to bid were found to be acceptable by CSU.	

A bid was received from Texas Electric Cooperative after the submission deadline, and was returned unopened to the vendor.



Legislation Details (With Text)

File #: 16-0336 **Version:** 1 **Name:** Annual Meter & Sockets
Type: Agreement **Status:** Consent Agenda
File created: 5/23/2016 **In control:** City Council Regular
On agenda: 6/9/2016 **Final action:**
Title: Presentation, possible action, and discussion on a bid award for the annual price agreement for electric meters and sockets, to be stored in inventory, as follows: Priestler-Mell & Nicholson: \$160,891.14; KBS Electrical Distributors: \$12,465; Anixter: \$117,000. Total estimated annual expenditure is \$290,356.14.
Sponsors: Jeff Kersten
Indexes:
Code sections:
Attachments: [16-071 Tabulation](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a bid award for the annual price agreement for electric meters and sockets, to be stored in inventory, as follows: Priestler-Mell & Nicholson: \$160,891.14; KBS Electrical Distributors: \$12,465; Anixter: \$117,000. Total estimated annual expenditure is \$290,356.14.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation(s): Staff recommends awards to the lowest responsible bidder meeting specifications for annual estimated expenditures totaling \$286,391.14.

1. Priestler-Mell & Nicholson	\$160,891.14
2. KSB Electrical Distributors	\$ 12,465.00
3. Anixter	\$117,000.00

Summary: Six (6) sealed, competitive bids were received and opened on May 13, 2016. The Warehouse staff evaluated the bid and made recommendations based on the requirements and specifications of each item. These purchases will be made as needed during the term of the agreement. The various electrical meters and sockets are maintained in Electrical Inventory in an inventory account and expensed as necessary during the agreement period. The purchasing agreement period shall be for one (1) year with the option to renew for two additional one (1) year terms.

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

Reviewed and Approved by Legal: N/A

Attachments: Bid Tabulation #16-071



City of College Station - Purchasing Division
Bid Tabulation for # 16-071
"Annual Purchase of Electric Meters and Sockets"
Open Date: Friday, May 13, 2016 @ 2:00 p.m.

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

					Priester-Mell & Nicholson				KBS Electrical Distributors			
					Manufacturer	Unit Price	Total Price	Delivery	Manufacturer	Unit Price	Total Price	Delivery
Group A - Meter Sockets												
A-1	50	ea	Meter Socket, Overhead, 200 amp	285-063-00003	Milbank	\$27.88	\$1,394.00	3-4 wks	Milbank	\$30.10	\$1,505.00	stk-3 wks
A-2	500	ea	Meter Socket, Underground, 200 amp	285-063-00004	Milbank	\$28.48	\$14,240.00	3-4 wks	Milbank	\$36.27	\$18,135.00	stk-3 wks
A-3	30	ea	Meter Socket, URD or O/H, 320 amp	285-063-00006	Milbank	\$156.71	\$4,701.30	3-4 wks	Milbank	\$201.60	\$6,048.00	3-4 wks
A-4	30	ea	Meter Socket, Underground, 200 amp	285-063-00008	Milbank	\$105.81	\$3,174.30	3-4 wks	Milbank	\$114.25	\$3,427.50	3-4 wks
A-5	50	ea	Meter Socket Bases, 13 Terminal	285-063-00011	Milbank	\$170.00	\$8,500.00	3-4 wks	Milbank	\$249.30	\$12,465.00	3-4 wks
A-6	10	ea	Meter Socket, Duplex Type	285-063-00013	Milbank	\$114.94	\$1,149.40	3-4 wks	Milbank	\$161.89	\$1,618.90	3-4 wks
Group A Recommended Award Total					\$24,659.00				\$12,465.00			
Group B - Meters												
B-1	800	ea	Electric Meter, Class 200 no Demand	285-061-00064	Itron	\$23.89	\$19,112.00	3-6 wks				
B-2	20	ea	Electric Meter, Class 20 w Demand	285-061-00008	Itron	\$97.50	\$1,950.00	3-6 wks				
B-3	40	ea	Electric Meter, Class 320 w Demand	285-061-00005	Itron	\$97.50	\$3,900.00	3-6 wks				
B-4	80	ea	Electric Meter, Class 20 w Demand	285-061-00050	Itron	\$134.89	\$10,791.20	3-6 wks				
B-5	50	ea	Electric Meter, Class 200 w Demand	285-061-00052	Itron	\$134.89	\$6,744.50	3-6 wks				
B-6	12	ea	Electric Meter, Class 320 w Demand	285-061-00060	Itron	\$155.25	\$1,863.00	3-6 wks				
B-7	800	ea	Electric Meter, Class 200 w Demand	285-061-00056	Itron	\$106.49	\$85,192.00	3-6 wks				
B-8	72	ea	Electric Meter, Class 200 w Demand	285-061-00058	Itron	\$92.77	\$6,679.44	3-6 wks				
B-7	50	ea	Transmission Revenue Meter	285-061-00066		No Bid						
Group B Recommended Award Total					\$136,232.14							
Total Recommended Award Amount					\$160,891.14				\$12,465.00			
Certification of Bid					Y				Y			
Exceptions					Item A5 was not quoted being pre-wired per the specifications.							



City of College Station - Purchasing Division
Bid Tabulation for # 16-071
"Annual Purchase of Electric Meters and Sockets"
Open Date: Friday, May 13, 2016 @ 2:00 p.m.

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

				Anixter Inc.				Texas Electric Cooperatives				
				Manufacturer	Unit Price	Total Price	Delivery	Manufacturer	Unit Price	Total Price	Delivery	
Group A - Meter Sockets												
A-1	50	ea	Meter Socket, Overhead, 200 amp	285-063-00003	Milbank	\$44.00	\$2,200.00	3 wks	Milbank	\$47.00	\$2,350.00	4-6 wks
A-2	500	ea	Meter Socket, Underground, 200 amp	285-063-00004	Milbank	\$44.00	\$22,000.00	1 wk	Milbank	\$50.00	\$25,000.00	6-8 wks
A-3	30	ea	Meter Socket, URD or O/H, 320 amp	285-063-00006	Milbank	\$205.00	\$6,150.00	4-5 wks	Milbank	\$234.00	\$7,020.00	6-8 wks
A-4	30	ea	Meter Socket, Underground, 200 amp	285-063-00008	Milbank	\$116.00	\$3,480.00	1 wk	Milbank	\$132.00	\$3,960.00	4-6 wks
A-5	50	ea	Meter Socket Bases, 13 Terminal	285-063-00011	Milbank	\$254.00	\$12,700.00	4-5 wks	Milbank	\$289.00	\$14,450.00	6-8 wks
A-6	10	ea	Meter Socket, Duplex Type	285-063-00013	Milbank	\$163.00	\$1,630.00	1 wk	Milbank	\$186.00	\$1,860.00	4-6 wks
Group A Recommended Award Total												
Group B - Meters												
B-1	800	ea	Electric Meter, Class 200 no Demand	285-061-00064					L&G	\$34.00	\$27,200.00	8-10 wks
B-2	20	ea	Electric Meter, Class 20 w Demand	285-061-00008					L&G	\$94.00	\$1,880.00	16 wks
B-3	40	ea	Electric Meter, Class 320 w Demand	285-061-00005					L&G	\$101.00	\$4,040.00	Stk STTPS
B-4	80	ea	Electric Meter, Class 20 w Demand	285-061-00050					L&G	\$382.00	\$30,560.00	16 wks
B-5	50	ea	Electric Meter, Class 200 w Demand	285-061-00052					L&G	\$382.00	\$19,100.00	16 wks
B-6	12	ea	Electric Meter, Class 320 w Demand	285-061-00060								
B-7	800	ea	Electric Meter, Class 200 w Demand	285-061-00056					L&G	\$157.00	\$125,600.00	16 wks
B-8	72	ea	Electric Meter, Class 200 w Demand	285-061-00058					L&G	\$382.00	\$27,504.00	16 wks
B-7	50	ea	Transmission Revenue Meter	285-061-00066	SEL	\$2,340.00	\$117,000.00	3-4 wks				
Group B Recommended Award Total								\$117,000.00				
Total Recommended Award Amount								\$117,000.00				
Certification of Bid								Y				
Exceptions								Item B2 disqualified for excessive lead time.				



City of College Station - Purchasing Division
Bid Tabulation for # 16-071
"Annual Purchase of Electric Meters and Sockets"
Open Date: Friday, May 13, 2016 @ 2:00 p.m.

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

						Texas Meter & Device				Schneider Electric			
						Manufacturer	Unit Price	Total Price	Delivery	Manufacturer	Unit Price	Total Price	Delivery
Group A - Meter Sockets													
A-1	50	ea	Meter Socket, Overhead, 200 amp	285-063-00003									
A-2	500	ea	Meter Socket, Underground, 200 amp	285-063-00004									
A-3	30	ea	Meter Socket, URD or O/H, 320 amp	285-063-00006									
A-4	30	ea	Meter Socket, Underground, 200 amp	285-063-00008									
A-5	50	ea	Meter Socket Bases, 13 Terminal	285-063-00011									
A-6	10	ea	Meter Socket, Duplex Type	285-063-00013									
Group A Recommended Award Total													
Group B - Meters													
B-1	800	ea	Electric Meter, Class 200 no Demand	285-061-00064	TMD Recert. Green	\$17.00	\$13,600.00	2 wks					
B-2	20	ea	Electric Meter, Class 20 w Demand	285-061-00008									
B-3	40	ea	Electric Meter, Class 320 w Demand	285-061-00005	TMD Recert. Green	\$110.00	\$4,400.00	2 wks					
B-4	80	ea	Electric Meter, Class 20 w Demand	285-061-00050	TMD Recert. Green	\$100.00	\$8,000.00	2 wks					
B-5	50	ea	Electric Meter, Class 200 w Demand	285-061-00052	TMD Recert. Green	\$100.00	\$5,000.00	2 wks					
B-6	12	ea	Electric Meter, Class 320 w Demand	285-061-00060	TMD Recert. Green	\$110.00	\$1,320.00	2 wks					
B-7	800	ea	Electric Meter, Class 200 w Demand	285-061-00056									
B-8	72	ea	Electric Meter, Class 200 w Demand	285-061-00058	TMD Recert. Green	\$100.00	\$7,200.00	2 wks					
B-7	50	ea	Transmission Revenue Meter	285-061-00066					Schneider Electric	\$2,492.41	\$124,620.50	4 wks	
Group B Recommended Award Total													
Total Recommended Award Amount													
Certification of Bid						Y				Y			
Exceptions						Items bid are rebuilt meters, and are unacceptable for this bid.				Additional Terms & Conditions attached to bid.			



Legislation Details (With Text)

File #: 16-0338 **Version:** 1 **Name:** TexPool Resolution
Type: Presentation **Status:** Consent Agenda
File created: 5/23/2016 **In control:** City Council Regular
On agenda: 6/9/2016 **Final action:**
Title: Presentation, possible action, and discussion on a resolution amending the authorized representatives on the local government pool account, TexPool.
Sponsors: Jeff Kersten
Indexes:
Code sections:
Attachments: [TexPool Resolution](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a resolution amending the authorized representatives on the local government pool account, TexPool.

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

Summary: Organized in 1989, TexPool is the largest and oldest local government investment pool in the State of Texas. TexPool currently provides investment services to over 1,700 communities throughout Texas. The State Comptroller oversees TexPool, and Federated Investors manage the daily operations of the pool under a contract with the Comptroller. TexPool is managed conservatively to provide a safe, efficient, and liquid investment alternative to Texas governments. The pool seeks to maintain a \$1.00 value per share as required by the Texas Public Funds Investment Act. TexPool investments consist exclusively of U. S. Government securities, repurchase agreements collateralized by U. S. Government securities, and AAA-rated no-load money market mutual funds. TexPool is rated AAAM by Standard & Poor's, the highest rating a local government investment pool can achieve. The weighted average maturity of the pool cannot exceed 60 days, with the maximum maturity of any investment limited to 13 months. TexPool, like the City, is governed by the Texas Public Funds Investment Act.

The resolution amendment is to add Treasury Manager, Michael Dehaven as an authorized representative. Kelly Templin, City Manager, Jeff Kersten, Assistant City Manager, Mary Ellen Leonard, Finance Director will remain on the account as designate employees that are able to authorize transactions for the City's TexPool account. Brandi Whittenton, Finance Analyst will remain as inquiry only contact authorize representative.

Budget & Financial Summary: None

Reviewed and Approved by Legal: Yes

Attachments:

1. Resolution Amending Authorized Representatives



Resolution Amending Authorized Representatives

Please use this form to amend or designate Authorized Representatives.

This document supersedes all prior Authorized Representative forms.

* Required Fields

1. Resolution

WHEREAS,

City of College Station

Participant Name*

7 | 7 | 1 | 8 | 1

Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/ Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Kelly Templin
 Name
 City Manager
 Title
 (979)764-3510 / (979)764-6377 / ktemplin@cstx.gov
 Phone/Fax/Email
 [Signature]
 Signature

2. Jeffrey Kersten
 Name
 Assistant City Manager
 Title
 (979)764-3555 / (979)764-3899 / jkersten@cstx.gov
 Phone/Fax/Email
 [Signature]
 Signature

1. Resolution (continued)

3. Mary Ellen Leonard
Name
Finance Director
Title
(979) 764-3555 / (979)764-3571 / mleonard@cstx.gov
Phone/Fax/Email
[Signature]

4. Michael Dehaven
Name
Treasury Manager
Title
(979) 764-3852 / (979) 764-3571 / mdehaven@cstx.gov
Phone/Fax/Email
[Signature]

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Michael Dehaven
Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Brandi Whittenton
Name
Finance Analyst
Title
(979)764-3814 / (979)764-3571 / bwhittenton@cstx.gov
Phone/Fax/Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the ___ day ___, 20__.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

City of College Station
Name of Participant*

SIGNED

[Signature]
Signature*
Nancy Berry
Printed Name*
Mayor
Title*

ATTEST

[Signature]
Signature*
Sherry Mashburn
Printed Name*
City Secretary
Title*

2. Mailing Instructions

The completed Resolution Amending Authorized Representatives can be faxed to TexPool Participant Services at 1-866-839-3291, or mailed to:

TexPool Participant Services
1001 Texas Avenue, Suite 1400
Houston, TX 77002

ORIGINAL SIGNATURE AND DOCUMENT REQUIRED

TEX-REP

2 OF 2

TexPool Participant Services
1001 Texas Avenue, Suite 1400 • Houston, TX 77002
Phone: 1-866-TEXPOOL (839-7665) • Fax: 1-866-839-3291 • www.texpool.com

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G45340-17 (7/15)



Legislation Details (With Text)

File #: 16-0339 **Version:** 1 **Name:** TexStar Resolution
Type: Resolution **Status:** Consent Agenda
File created: 5/23/2016 **In control:** City Council Regular
On agenda: 6/9/2016 **Final action:**
Title: Presentation, possible action, and discussion on a resolution amending the authorized representatives on the local government pool account, Texas Short Term Asset Reserve ("TexSTAR").
Sponsors: Jeff Kersten
Indexes:
Code sections:
Attachments: [TexStar Resolution](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a resolution amending the authorized representatives on the local government pool account, Texas Short Term Asset Reserve ("TexSTAR").

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

Summary: Organized in 2002, TexSTAR is the second largest local government investment pool in the State of Texas. TexSTAR currently provides investment services to over 600 Texas cities, counties, school districts and other public entities. TexSTAR offers investment options that provide security, liquidity and efficiency and their conservatively managed fund operates in full compliance with the Texas Public Funds Investment Act. TexSTAR’s pool is rated AAAM by Standard & Poor’s, the highest rating a local government investment pool can achieve. The pool seeks to maintain a \$1.00 value per share as required by the Texas Public Funds Investment Act and a weighted average maturity of 60 days, with the maximum maturity of any investment limited to 13 months. TexSTAR investments consist exclusively of U. S. Government securities, repurchase agreements collateralized by U. S. Government securities, and AAA-rated no-load money market mutual funds. TexSTAR, like the City, is governed by the Texas Public Funds Investment Act. First Southwest oversees TexSTAR, and JP Morgan Fleming Asset Management manages the daily operations of the pool.

The resolution amendment is to add Treasury Manager, Michael Dehaven as an authorized representative. Kelly Templin, City Manager, Jeff Kersten, Assistant City Manager, Mary Ellen Leonard, Finance Director will remain on the account as designate employees that are able to authorize transactions for the City’s TexStar account. Brandi Whittenton, Finance Analyst will remain as inquiry only contact authorize representative.

Budget & Financial Summary: None.

Reviewed and Approved by Legal: Yes

Attachments:

1. Resolution Amending Authorized Representatives



AMENDING RESOLUTION

WHEREAS, City of College Station -02103

(the "Government Entity") by authority of the Application for Participation in TexSTAR (the "Application") has entered into an Interlocal Agreement (the "Agreement") and has become a participant in the public funds investment pool created there under known as TexSTAR Short Term Asset Reserve Fund ("TexSTAR");

WHEREAS, the Application designated on one or more "Authorized Representatives" within the meaning of the Agreement;

WHEREAS, the Government Entity now wishes to update and designate the following persons as the "Authorized Representatives" within the meaning of the Agreement;

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1. The following officers, officials or employees of the Government Entity specified in this document are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other authorized representatives, and to take all other action required or permitted by Government Entity under the Agreement created by the application, all in the name and on behalf of the Government Entity.

SECTION 2. This document supersedes and replaces the Government Entity's previous designation of officers, officials or employees of the Government Entity as Authorized Representatives under the Agreement

SECTION 3. This resolution will continue in full force and effect until amended or revoked by Government Entity and written notice of the amendment or revocation is delivered to the TEXSTAR Board.

SECTION 4. Terms used in this resolution have the meanings given to them by the Application.

Authorized Representatives. Each of the following Participant officials is designated as Participant's Authorized Representative authorized to give notices and instructions to the Board in accordance with the Agreement, the Bylaws, the Investment Policy, and the Operating Procedures:

1. Name: Kelly Templin Title: City Manager
 Signature: [Handwritten Signature] Phone: (979)764-3510
 Email: ktemplin@cstx.gov
2. Name: Jeffrey Kersten Title: Assistant City Manager
 Signature: [Handwritten Signature] Phone: (979) 764-3555
 Email: jkersten@cstx.gov
3. Name: Mary Ellen Leonard Title: Finance Director
 Signature: [Handwritten Signature] Phone: (979)764-3555
 Email: mleonard@cstx.gov
4. Name: Michael Dehaven Title: Treasury Manager
 Signature: [Handwritten Signature] Phone: (979)764-3852
 Email: mdehaven@cstx.gov

{REQUIRED} PRIMARY CONTACT: List the name of the Authorized Representative listed above that will be designated as the Primary Contact and will receive all TexSTAR correspondence including transaction confirmations and monthly statements

Name: Michael Dehaven

{OPTIONAL} INQUIRY ONLY CONTACT: In addition, the following additional Participant representative (not listed above) is designated as an *Inquiry Only* Representative authorized to obtain account information:

Name: Brandi Whittenton Title: Finance Analyst
 Signature: [Handwritten Signature] Phone: (979) 764-3818
 Email: bwhittenton@cstx.gov

Participant may designate other authorized representatives by written instrument signed by an existing Participant Authorized Representative or Participant's chief executive officer.

REQUIRED
PLACE OFFICIAL SEAL OF ENTITY HERE

DATED _____
City of College Station - 02103

 (NAME OF PARTICIPANT)

SIGNED BY: _____
 (Signature of official)
Nancy Berry, Mayor

 (Printed name and title)

ATTESTED BY: _____
 (Signature of official)
Sherry Mashburn, City Secretary

 (Printed name and title)

FOR INTERNAL USE ONLY
APPROVED AND ACCEPTED: TEXAS SHORT TERM ASSET RESERVE FUND

AUTHORIZED SIGNER



Legislation Details (With Text)

File #:	16-0340	Version:	1	Name:	Food Establishment Sanitation
Type:	Ordinance	Status:		Status:	Consent Agenda
File created:	5/24/2016	In control:		In control:	City Council Regular
On agenda:	6/9/2016	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on an ordinance amending Chapter 7 “Health and Sanitation” of the Code of Ordinances, Section 7.5 “Food Establishments”, and repealing Section 7.8 “Food Establishment Sanitation”.				
Sponsors:	Aubrey Nettles				
Indexes:					
Code sections:					
Attachments:	CH 7 Sec 7 Food Est Ord Amend 4-15-16.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on an ordinance amending Chapter 7 “Health and Sanitation” of the Code of Ordinances, Section 7.5 “Food Establishments”, and repealing Section 7.8 “Food Establishment Sanitation”.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Staff recommends approval of these changes.

Summary: Don Plitt from the Health Department contacted the City because the Food Establishment Regulations needed to be updated. New regulations were adopted by the state making the City’s food establishment ordinances outdated. The City by ordinance adopts the Texas Food Establishment Regulations enacted by 25 Tex. Admin. Code 228, as adopted by the Texas Department of State Health Services, Division for Regulatory Services, Environmental and Consumer Safety Section and enacted by Chapter 437, Regulation of Food Service Establishments, Retail Food Stores, Mobile Food Units, and Roadside Vendors. The Brazos County Health Department, by ordinance enforces the regulations for the City.

Budget & Financial Summary: N/A

Attachments: CH 7 Sec 7 Food Est Ord Amend 4-15-16

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 7, “HEALTH AND SANITATION”, OF THE CODE OF ORDINANCES, CITY OF COLLEGE STATION, TEXAS, BY AMENDING SECTION 7-5, “FOOD ESTABLISHMENTS” TEXAS DEPARTMENT OF STATE HEALTH SERVICES, “RULES ON TEXAS FOOD ESTABLISHMENTS” 229.161—229.171 AND 229.173—229.175, INTRODUCTION, AND REPEALING SECTION 7-8, “FOOD ESTABLISHMENT SANITATION” 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 7, “Health and Sanitation”, of the Code of Ordinances, Section 7-5, “Food Establishments” A. Texas Department of State Health Services, “Rules on Texas Food Establishments” 229.161—229.171 and 229.173—229.175, Introduction, of the Code of Ordinances, City of College Station, Texas, be amended as set out in Exhibit “A” and Chapter 7, “Health and Sanitation”, of the Code of Ordinances, Section 7-8, “Food Establishment Sanitation” be repealed as set out in Exhibit “B”, attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way 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) 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 9th day of June, 2016.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT “A”

That Chapter 7, “Health and Sanitation”, of the Code of Ordinances, Section 7-5, “Food Establishments” A. Texas Department of State Health Services, “Rules on Texas Food Establishments” 229.161—229.171 and 229.173—229.175, Introduction, of the City of College Station, Texas is hereby amended is to read as follows:

Sec. 7-5. - Food Establishments.**A. Texas Department of State Health Services, “Texas Food Establishments Rules” 25 Tex. Admin. Code 228.****Introduction.**

The City adopts by reference and incorporates into this section and this ordinance 25 Tex. Admin. Code 228, also known as the “Texas Food Establishment Rules” as adopted by the Texas Department of State Health Services, Division for Regulatory Services, Environmental and Consumer Safety Section, as the regulations now exist and as hereafter amended.

The word “municipality” in the regulations and this section shall be understood to refer to the City of College Station and the words “Regulatory Authority” in the said regulations and this section refer to the City of College Station or its authorized representative. The authorized representative for enforcement of this section and the regulations is the Brazos County Health District (“BCHD”) and the City of College Station.

One (1) certified copy of the regulations adopted in this ordinance shall be on file in the City Secretary’s Office.

EXHIBIT “B”

That Chapter 7, “Health and Sanitation”, of the Code of Ordinances, Section 7-8, “Food Establishment Sanitation” is hereby repealed in its entirety.

Sec. 7-8 – Repealed.



Legislation Details (With Text)

File #:	16-0316	Version:	1	Name:	PUE Abandonment - 4928 Holden Circle
Type:	Ordinance	Status:		Status:	Agenda Ready
File created:	5/18/2016	In control:		In control:	City Council Regular
On agenda:	6/9/2016	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 3882.61 square foot, 20-foot wide public utility easement, which is located on the common property line of Lots 27 & 28 of Block 7 of the Williams Creek Subdivision Phase 6 according to the plat recorded in Volume 11426, Page 67 of the Official Records of Brazos County, Texas.				
Sponsors:	Carol Cotter				
Indexes:					
Code sections:					
Attachments:	Vicinity Map Location Map 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 3882.61 square foot, 20-foot wide public utility easement, which is located on the common property line of Lots 27 & 28 of Block 7 of the Williams Creek Subdivision Phase 6 according to the plat recorded in Volume 11426, Page 67 of the Official 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.

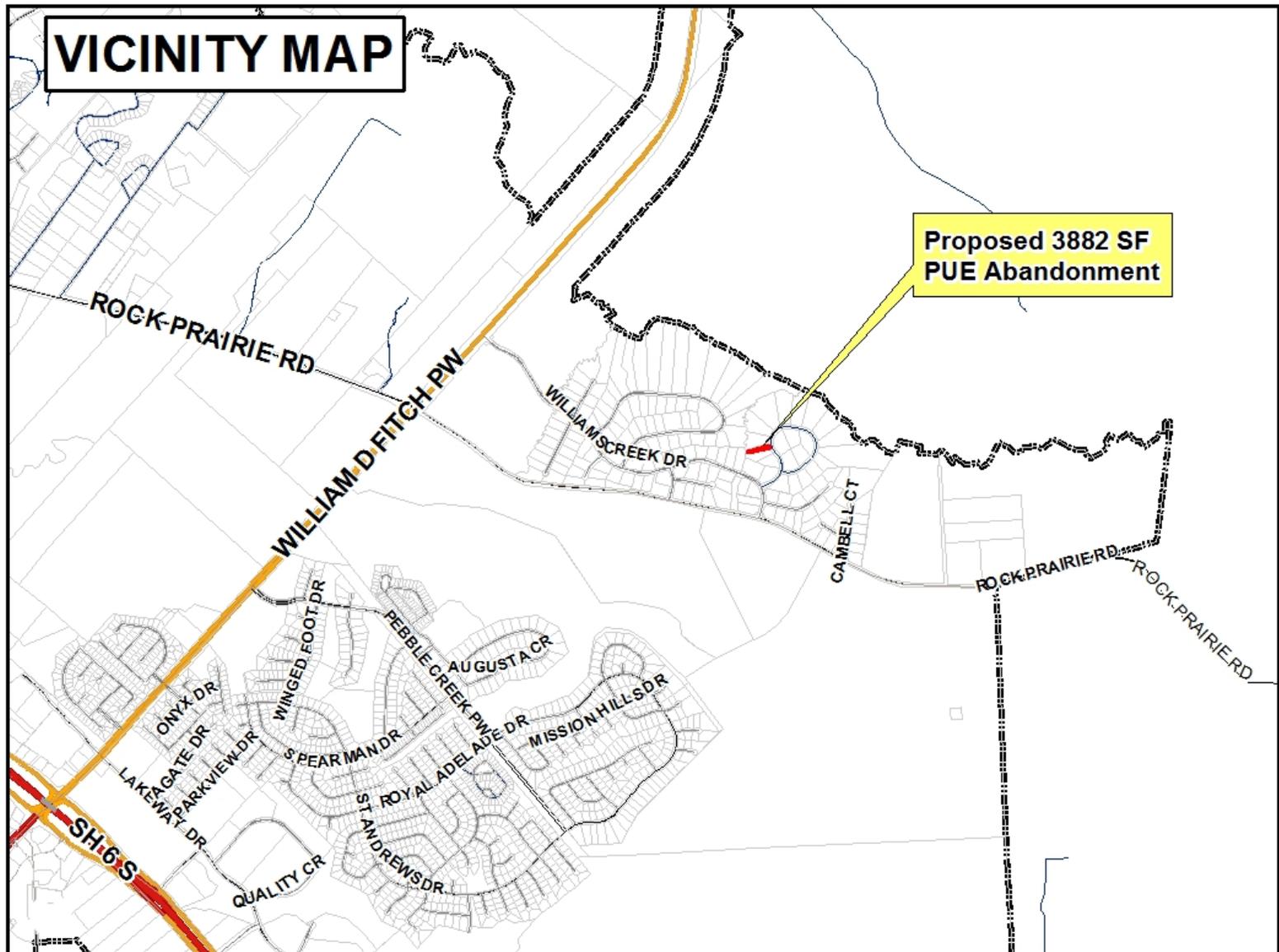
Summary: This public utility easement abandonment accommodates future development of the tract. There are no public or private utilities in the subject portion of the easement to be abandoned.

The 3,882.61 square foot, 20-foot wide public utility easement to be abandoned is located on the common property line of Lots 27 & 28 of Block 7 of the Williams Creek Subdivision Phase 6 according to the plat recorded in Volume 11426, Page 67 of the Official Records of Brazos County, Texas.

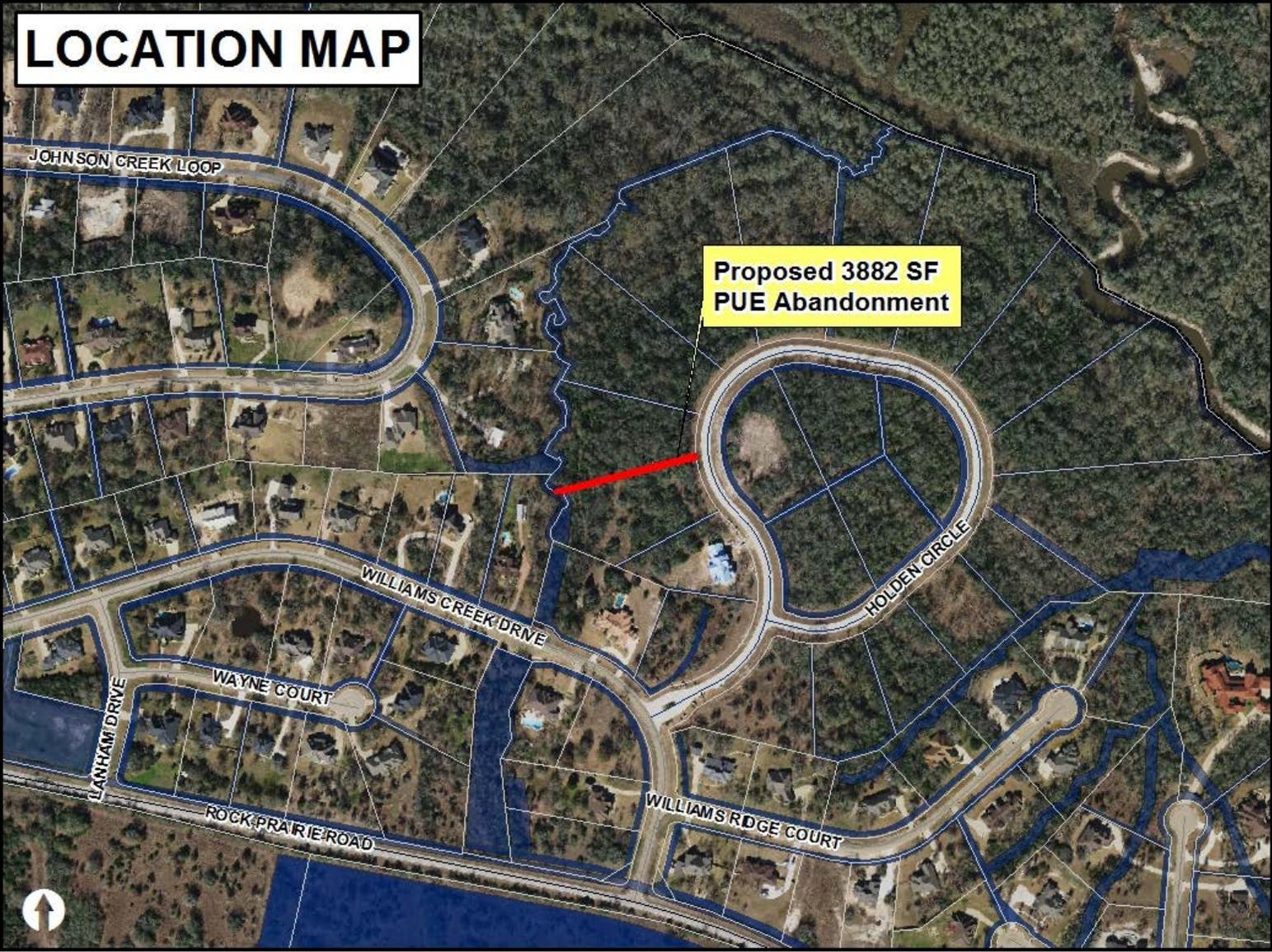
Budget & Financial Summary: N/A

Attachments:

1. Vicinity Map
2. Location Map
3. Ordinance
4. Exhibit "A"



LOCATION MAP



Proposed 3882 SF
PUE Abandonment

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 3,882.61 SQUARE FOOT, 20-FOOT WIDE PUBLIC UTILITY EASEMENT LOCATED ON THE COMMON PROPERTY LINE OF LOTS 27 & 28, BLOCK 7, OF THE WILLIAMS CREEK SUBDIVISION, PHASE 6, ACCORDING TO THE PLAT RECORDED IN VOLUME 11426, PAGE 67 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of the 20-foot wide Public Utility Easement, located along the common property line of Lots 27 & 28, Block 7, of the Williams Creek Subdivision, Phase 6, according to the plat recorded in Volume 11426, Page 67, of the Official Records of Brazos County, Texas, as described in Exhibit "A" attached hereto (such portion hereinafter referred to as the "PUE"); and

WHEREAS, in order for the PUE 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 PUE described in Exhibit "A" attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the PUE 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 PUE.
3. There is no anticipated future public need or use for the PUE.
4. Abandonment of the PUE will not impact access for all public utilities to serve current and future customers.

PART 2: That the PUE as described in Exhibit "A" be abandoned and vacated by the City.

ORDINANCE NO. _____

Page 2 of 3

PASSED, ADOPTED and APPROVED this _____ day of _____, 2016.

APPROVED:

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

APPROVED:

City Attorney

H:\Land Projects R2\041\Robertson SW A-202\William's Creek NAD83\WC-Phase 6\dwg\Exhibits\Exhibit - L27-28 Easement Abandonment.dwg 11/25/2015 12:08:24 PM CST

Abandonment of 20' Public Utility Easement
 Centered on Common Lot Line Between
 Lots 27 & 28, Block 7
 Williams Creek Subdivision Ph. 6
 Nathan Clampitt Survey, A-90
 S. W. Robertson Survey, A-202
 College Station, Brazos County, Texas

Field notes of a 20' wide strip or parcel of land lying and being situated in the Nathan Clampitt Survey, Abstract No. 90 and in the S. W. Robertson Survey, Abstract No. 202, College Station, Brazos County, Texas, and being a 10' strip adjoining the north line of Lot 27, Block 7 and a 10' strip adjoining the south line of Lot 28, Block 7, Williams Creek Subdivision, Phase 6, according to the plat recorded in Volume 11426, Page 67, of the Official Records of Brazos County, Texas, and said 20' strip being more particularly described as follows:

COMMENCING at a ½" Iron rod and cap found marking the common corner between the beforementioned Lot 27 and Lot 28, Block 7, same being in the west right-of-way line of Holden Circle - 70' wide right-of-way, same being in a curve, concave to the east, having a radius of 300.00 feet, a ½" Iron rod and cap found on the common line between Lot 27 and Lot 28 bears S 77° 39' 19" W - 322.53 feet;

THENCE S 77° 39' 19" W along the common line between the beforementioned Lot 27 and Lot 28, for a distance of 16.13 feet to a 60d nail set at the PLACE OF BEGINNING of this description, in the west line of a 16' public utility easement, same being in a curve concave to the east, have a radius of 316.00 feet;

THENCE Southerly along the west line of the beforementioned 16' public utility easement for an arc distance of 5.03 feet to the end of this curve, the chord bears S 05° 37' 41" E - 5.03 feet;

THENCE S 77° 39' 19" W parallel to and 10 feet south of the common line between the beforementioned Lot 27 and Lot 28, for a distance of 378.26 feet and corner in the centerline of a tributary to Carter's Creek, same being in the west line of Lot 27;

THENCE along the west line of the beforementioned Lot 27 and Lot 28, same being the centerline of a tributary to Carter's Creek, as follows:

- N 39° 23' 21" W for a distance of 5.61 feet,
- S 72° 56' 23" W for a distance of 10.35 feet,
- N 61° 13' 49" W for a distance of 8.90 feet;

THENCE N 77° 39' 19" E parallel to and 10 feet north of the common line between the beforementioned Lot 27 and Lot 28, for a distance of 399.09 feet and corner in the west line of the beforementioned 16' public utility easement, same being a curve, concave to the east, having a radius of 316.00 feet;

THENCE Southerly along said curve, for an arc distance of 5.04 feet to the PLACE OF BEGINNING, containing 3882.61 sq. ft. of land, more or less, the chord bears S 04° 42' 51" E - 5.04 feet.

Surveyed: November, 2015

By:



S. M. Kling
 R.P.L.S. No. 2003



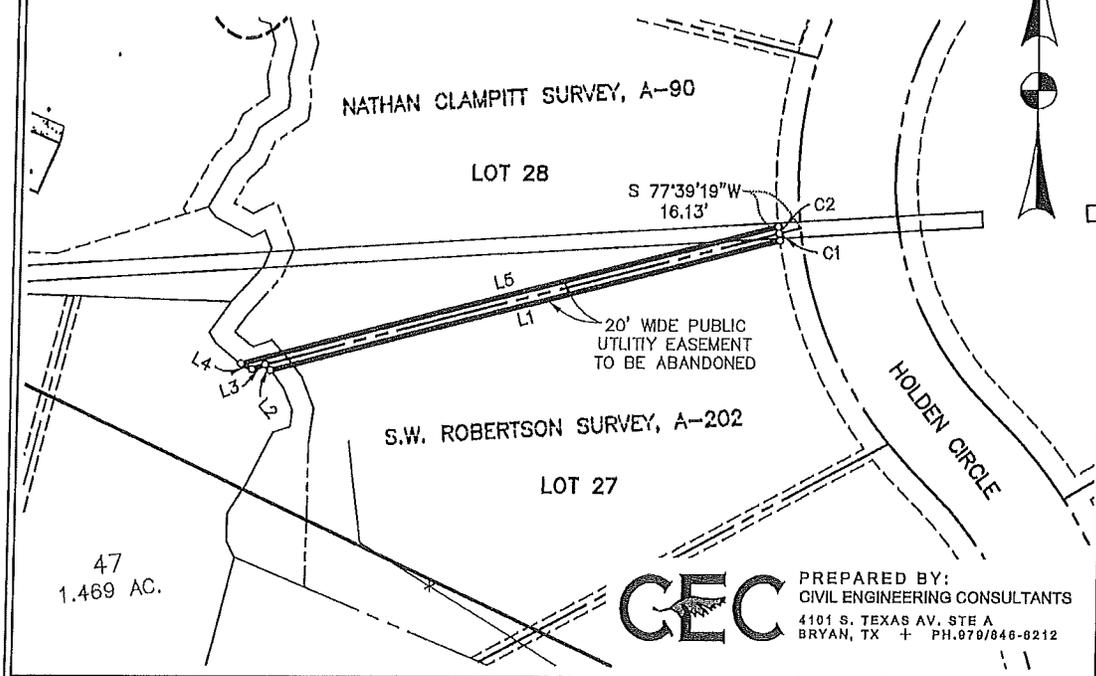
LINE TABLE:

LINE	BEARING	DISTANCE
L1	S 77° 39' 19" W	378.26'
L2	N 39° 23' 21" W	5.61'
L3	S 72° 56' 23" W	10.35'
L4	N 61° 13' 49" W	8.90'
L5	N 77° 39' 19" E	399.09'

CURVE TABLE:

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING
C1	5.03'	316.00'	0° 54' 46"	S 05° 37' 41" E ~ 5.03'
C2	5.04'	316.00'	0° 54' 53"	S 04° 42' 51" E ~ 5.04'

SCALE: 1"=100'



PREPARED BY:
 CIVIL ENGINEERING CONSULTANTS
 4101 S. TEXAS AV., STE A
 BRYAN, TX + PH. 979/846-8212



Legislation Details (With Text)

File #: 16-0317 **Version:** 1 **Name:** MUD Consent Resolution

Type: Resolution **Status:** Agenda Ready

File created: 5/18/2016 **In control:** City Council Regular

On agenda: 6/9/2016 **Final action:**

Title: Public Hearing, presentation, possible action, and discussion regarding a resolution granting conditional consent to form up to five municipal utility districts in the City's Extraterritorial Jurisdiction, generally located along Peach Creek between FM 2154 and State Highway 6 South.

Sponsors: Lance Simms

Indexes:

Code sections:

Attachments: [Vicinity Map](#)
[Land Use Plan](#)
[Application](#)
[Resolution](#)
[Exhibit A](#)

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding a resolution granting conditional consent to form up to five municipal utility districts in the City's Extraterritorial Jurisdiction, generally located along Peach Creek between FM 2154 and State Highway 6 South.

Relationship to Strategic Goals:

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

Recommendation(s): The Planning & Zoning Commission will consider this item on 19 May. Their recommendation will be provided at the City Council meeting. Staff recommends approval.

Summary: The City recently received a petition to form up to five municipal utility districts (MUDs) in the City's ETJ. Since the proposed MUDs are located within the City's ETJ, the City's consent is needed for the applicant to pursue approval of the MUDs through the Texas Commission on Environmental Quality. The proposed MUDs will develop, operate, maintain, and issue bonds for financing the construction of needed infrastructure (water, sewer, drainage, and streets) for the districts and levy and assess a tax on property within the districts to pay operational and

maintenance expenses associated with the planned infrastructure.

A summary of the proposed MUDs is provided below:

- Total area = 2,354 acres
- 1,908 single-family homes ranging from \$288 K to \$1.59 million in price
- 258 acres of commercial development
- 33 acres of civic / institutional uses
- 1,062 acres of conservation space
- Total cost of projects financed by the MUD = \$117 million (\$106 million for water, wastewater, and drainage - \$11 million for roads)
- Projected property value at full buildout = \$974,255,000
- Proposed tax rate of \$1 per \$100 assessed valuation

The City's adopted policy regarding the creation, operation, and dissolution of MUDs provides the following prerequisites for consideration when evaluating applications for MUDs located in the ETJ:

1. Whether the City has already made plans to annex or provide municipal services to the area proposed for inclusion in the District within the next five years, and
2. Whether the proposed area for the District lies in the ETJ of two or more cities

The determination regarding both considerations above is negative. Therefore, the City Council should give consideration to granting conditional consent as outlined in Sections II.D and II.E of the City's adopted MUD policy.

It is important to note that the applicant has agreed to comply with the City's adopted MUD policy, including the conditions for consent. The City's policy addresses the City Council's consent related to issuance of bonds by the District, development agreements designed to extend the City's planning authority over the land contained within the District, and Strategic Partnership Agreements that outline the terms for annexation.

Compliance with the Comprehensive Plan:

Chapter Two, Community Character, of the Comprehensive Plan designates this area as "Rural" on the Future Land Use and Character Map. The Rural destination in and around College Station include areas that exhibit countryside, agricultural, and natural character. Countryside is typically dominated by a few lots of estate size fronting a road surrounded by agricultural or natural lands. The latter two tend to be determined by uses - crop or ranching in agricultural areas and wooded or savannah lands in natural areas. Rural areas tend to be more sensitive than other character areas to intrusions from incompatible development.

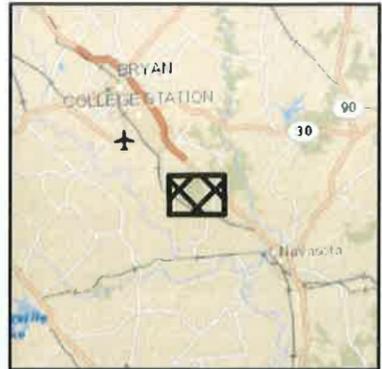
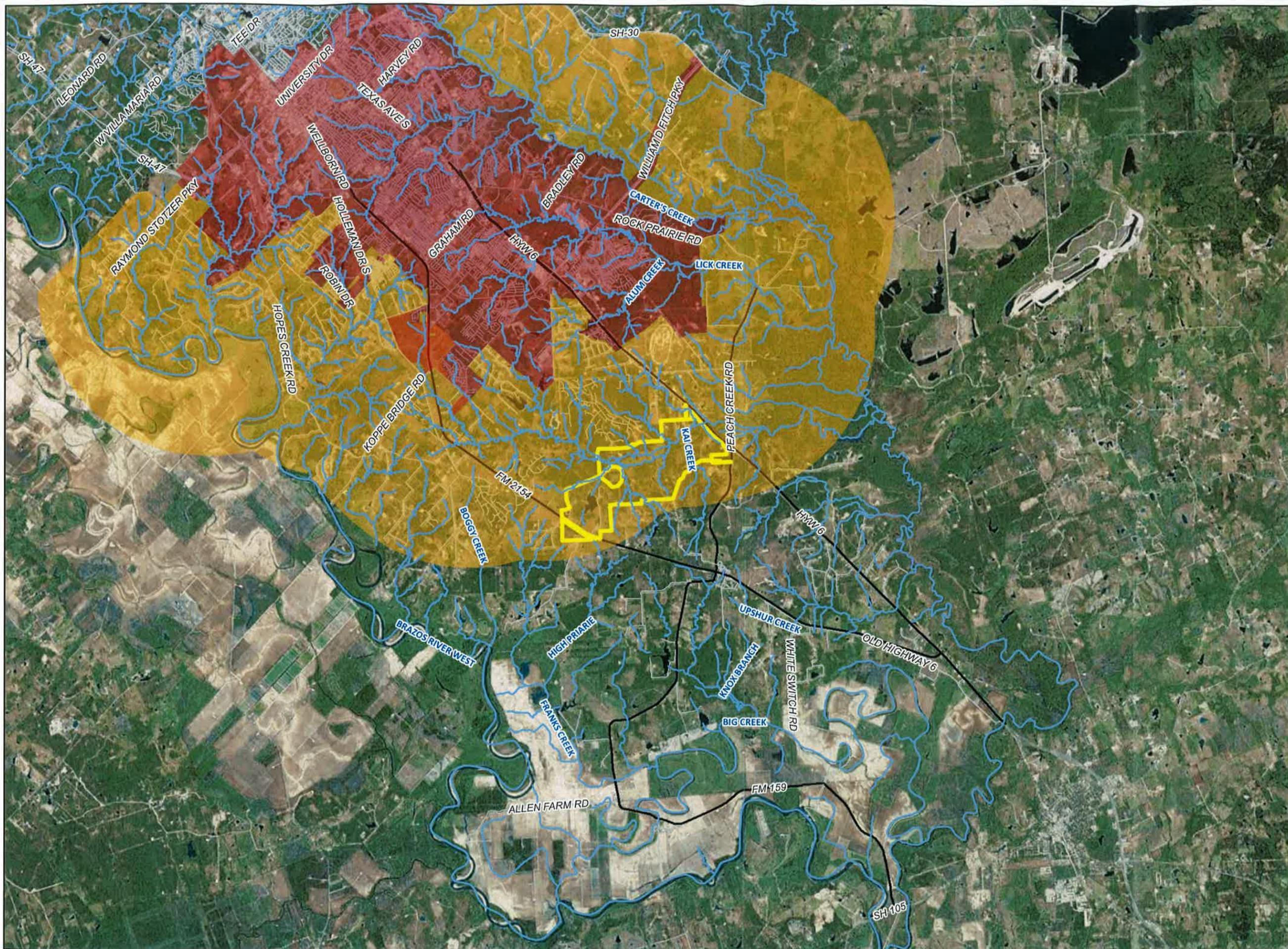
Chapter Two of the Comprehensive Plan also speaks to the need to protect Rural areas in the ETJ and preserving natural areas. Streams, stands of trees, pastures, and open areas contribute significantly to the character of an area. Retention of these natural areas further acknowledges the limitations of public services and infrastructure in the ETJ.

Given the proposed density, open space preservation, and overall development pattern within the proposed MUDs, staff believes that the development will be consistent with the goals and vision of the City's Comprehensive Plan for the area.

Budget & Financial Summary: N/A

Attachments:

1. Vicinity Map
2. Concept Plan
3. Application
4. Resolution
5. Exhibit A



VICINITY MAP

Scale: 1 inch equals 20 miles

LEGEND

-  Streams
-  Development Boundary
-  City of College Station City Limits
-  City of College Station Extraterritorial Jurisdiction

*Aerial Imagery provided by ESRI

MILLICAN RESERVE
BRAZOS COUNTY, TEXAS



FIGURE 3
VICINITY MAP



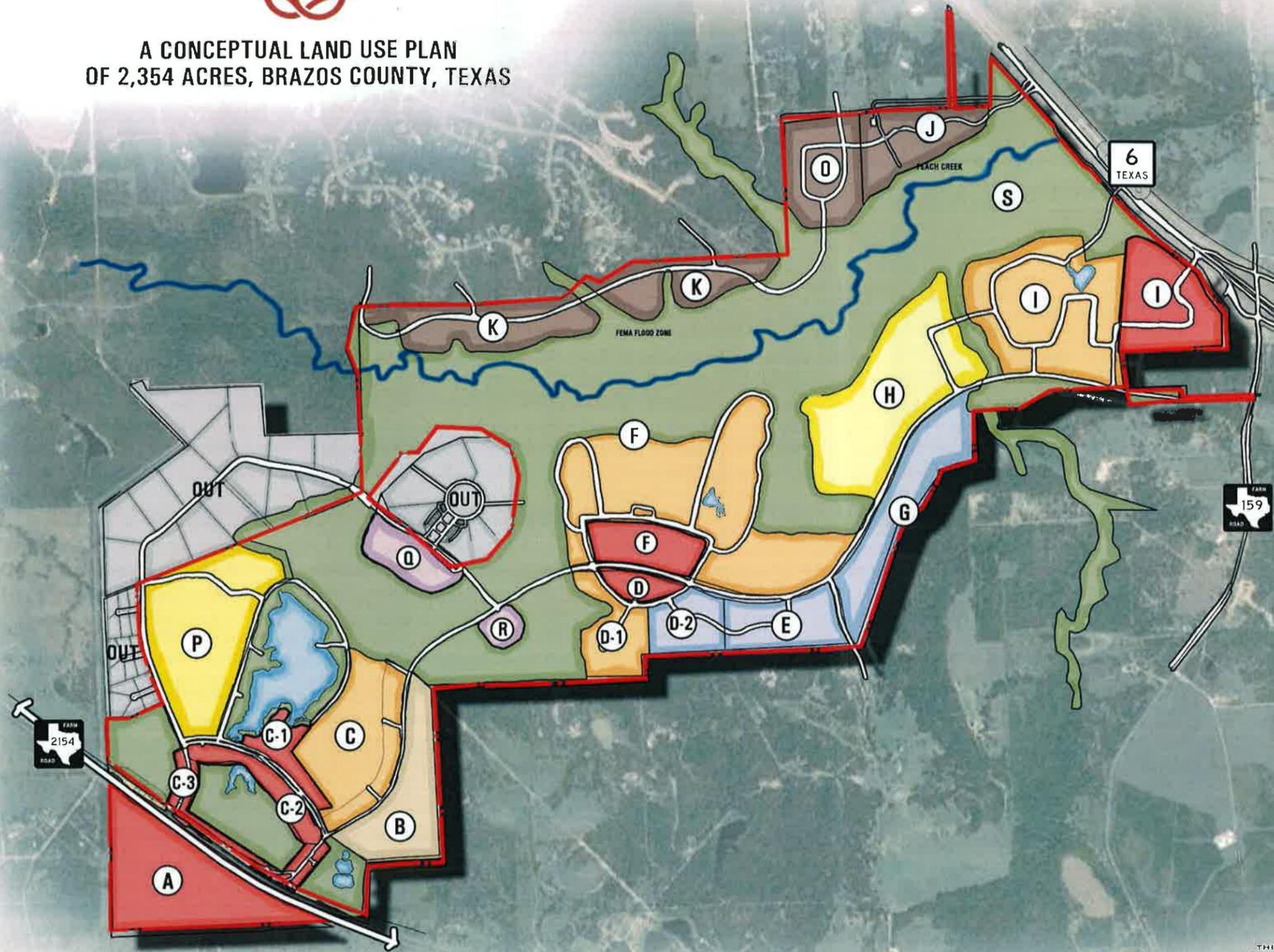
1 inch equals 10,000 feet

Disclaimer:
This product is offered for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property, governmental and/or political boundaries or related facilities to said boundary. No express warranties are made by Jones & Carter, Inc. concerning the accuracy, completeness, reliability, or usability of the information included within this exhibit.

Coordinate System: NAD 83 TX CENTRAL 4203 FEET
Vertical Datum: NAVD 1988 - 2001 Adjustment

MILLICAN RESERVE

A CONCEPTUAL LAND USE PLAN
OF 2,354 ACRES, BRAZOS COUNTY, TEXAS



PARCEL BREAKDOWN		
PARCEL ID	ACRES	LOTS
RESIDENTIAL		
B	61	2 Acres Per Lot
C	77	1/3 Acre Per Lot
D-1	33	1/3 Acre Per Lot
D-2	28	1 Acre Per Lot
E	40	1 Acre Per Lot
F	188	1/3 Acre Per Lot
G	71	1 Acre Per Lot
H	116	1/2 Acre Per Lot
I	114	1/3 Acre Per Lot
J	43	1.5 Acres Per Lot
K	92	1.5 Acres Per Lot
O	50	1.5 Acres Per Lot
P	108	1/2 Acre Per Lot
Total Residential Acreage: 1,001		
COMMERCIAL		
A	87	
C-1	18	
C-2	23	
C-3	25	
D	15	
F	35	
I	55	
Total Commercial Acreage: 258		
CIVIC/INSTITUTIONAL		
Q	25	
R	8	
Total Civic/Institutional Acreage: 33		
CONSERVATION SPACE		
S	1,062	
Total Conservation Space Acreage: 1,062		
GRAND TOTAL OF ACREAGE: 2,354		



SCALE: 1"=2,000'
DATE: 12.14.2015

THIS PLAN WAS PREPARED USING REASONABLY RELIABLE SOURCES AND IS SUBJECT TO CHANGE PENDING A DETAILED BOUNDARY SURVEY. THIS PLAN HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY. ADDITIONAL STREETS AND/OR DRAINAGE PROVISIONS MAY BE REQUIRED. THIS PLAN IS AN ARTIST'S CONCEPTION AND IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. ALL PLANS FOR FACILITIES OR LAND USES ARE SUBJECT TO CHANGE WITHOUT NOTICE.



FOR OFFICE USE ONLY	
CASE NO.:	_____
DATE SUBMITTED:	_____
TIME:	_____
STAFF:	_____

MUNICIPAL UTILITY DISTRICT (MUD) PETITION APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS:

- Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- Land use plan for the property located within the proposed MUD.
- Preliminary plan including existing facilities, proposed facilities, and any area of the proposed MUD located within the 100-year flood plain. If the proposed MUD contains land within the 100-year flood plan, provide a narrative indicating how the flood plain will be impacted by the proposed development.
- A petition signed by persons holding title to land representing a total value of more than 50% of the appraised value of all the land within the proposed MUD.
- Provide engineering report including description of existing area, conditions, topography, and proposed improvements.
- Provide a market study, not more than six (6) months old as of the date of the petition, that indicates projections in residential units per year for specific years for the proposed development. The market study should include all proposed development, residential and/or commercial uses.
- Copy of the petitioner's financial statement and a description of the petitioner's experience with MUDs. If the petitioner and developer are not the same, provide documentation explaining the relationship between the petitioner and developer.
- Documentation that all lien holders consent to the formation of the proposed MUD.
- If the petitioner is a corporation, trust, or joint venture, provide documentation that the person signing the petition is authorized to sign on behalf of the corporation, trust, or joint venture.
- A table summarizing the overlapping tax rate of all existing taxing entities (city, county, school, district, ESD, etc.) and the proposed MUD tax, demonstrating the total anticipated tax rate over the life of the MUD.
- Legal description of property.
- Vicinity Map.
- Boundary map showing metes and bounds.
- Survey closure computation sheet.

Within six (6) months after consent to the creation of a district is given by the City, or within three (3) months after the district is created by the Texas Commission on Environmental Quality or its successor agency, whichever is later, the owner or the developer of the land within the district must pay \$30,000 pursuant to Chapter 14, "Service Fees", to reimburse the City for expenses relating to processing the petition to create the district.

Additional information may be required of the applicant. If so, the applicant will be informed of any extra information.

Proposed Name of MUD Brazos County Municipal Utility District No. 2

Address PO Box 591, Millican, TX 77866

Total Acreage of Proposed MUD 2,354 Ac.

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

Name Rock Barn Conservation Partners E-mail cmurphy@rockbarncorp.com
Street Address P.O. Box 591
City Millican State Texas Zip Code 77866
Phone Number 409-539-8993 Fax Number _____

PROPERTY OWNER'S INFORMATION (Please attach an additional sheet for multiple owners):

Name John E. McFarlane. See attached sheet. E-mail _____
Street Address P.O. Box 591
City Millican State Texas Zip Code 77866
Phone Number _____ Fax Number _____

1. Is the proposed MUD located inside the City limits or in the City's Extraterritorial Jurisdiction (ETJ)?

The proposed MUD is located in the City's ETJ.

2. Number of current property owners located within the proposed MUD: *4, all affiliates of John E. McFarlane.*

3. Provide the name of the entity that currently holds the water Certificate of Convenience and Necessity (CCN) for the property located within the proposed MUD. If more than one entity holds the water CCN, please provide a breakdown of the CCN acreage for each certificate holder.

Wellborn Special Utility District (SUD) holds the water CCN for the property located within the proposed MUD(s). See Figure 11: CCN Map in the attached Preliminary Engineering Report "PER" prepared by Jones & Carter, Inc. The MUD(s) will therefore request an exemption to the City's policy of serving the MUD(s) with water services.

4. Provide the name of the entity that currently holds the wastewater Certificate of Convenience and Necessity (CCN) for the property located within the proposed MUD. If more than one entity holds the wastewater CCN, please provide a breakdown of the CCN acreage for each certificate holder.

There is no wastewater CCN over the property located within the proposed MUD(s). The MUD(s) will finance, construct and own the wastewater treatment facilities, which facilities will be subject to approval by the City of College Station.

5. Are you requesting an exemption to the policy that the City will serve the MUD with water and wastewater services?

Yes No

(WATER)

6. Provide a brief description of the general nature of the work that will be performed by the MUD.

The proposed MUD(s) will (in accordance with Article 16, Section 59 of the Texas Constitution and more specifically Texas Water Code Chapters 49 and 54) develop, operate, maintain and issue bonds for financing the construction of the facilities (e.g. water, wastewater, drainage and roads) for the district(s) and will levy and assess tax on all taxable property in the district(s) to pay the principal and interest on such bonds and to pay operational and maintenance expenses associated with such facilities.

7. Describe the benefits of the proposed MUD.

Benefits include the delivery and operation of water and wastewater facilities for (1) 1,890 single family residential lots; (2) 237 acres of general commercial space; (3) 30 acres of institutional facilities; and (4) 990 acres of conservation/ open space including detention facilities, greenways, neighborhood parks, and recreation centers .

8. Provide evidence that the value of the property located in the proposed MUD will be increased.

At full development the total as valorem tax value of the property within the MUD(s) is projected to be approximately \$974,255,000 (projection from Jones & Carter Inc. PER dated September, 2015) on the proposed MUD. The 2014 ad valorem tax value was \$500,000.

9. Provide details demonstrating that the proposed MUD will be consistent with the City's Comprehensive Plan.

The proposed MUD(s) is outside the City limits and therefore not in the City's Comprehensive Plan; however, it is adjacent to the "Growth Area." The land plan (Figure 6: Preliminary Land Use Plan in the attached PER) is consistent with the City's Comprehensive Plan.

10. Demonstrate the community benefits related to the creation of the proposed MUD.

The proposed MUD(s) will provide for the development of residential housing, commercial, conservation and community facilities for a significant portion of the projected population increase that is complimentary to the City's current architectural and development standards without creating a burden on the City's capital with the financial commitment normally associated with funding public infrastructure.

11. Name all lien holders of the property within the proposed MUD or provide a separate affidavit stating all lien holders.

See attached sheet. The property owners have also provided certificates of consent to district creation from their lien holders.

12. Provide the existing and projected population within the proposed MUD.

The existing acreage has been used for farming, grazing, and pastures and has a population of 0. At full development, the MUD is expected to serve a population of approximately 6,615 people. See Page 5 of the attached PER for more information.

13. Provide cost estimates for the proposed improvements planned by the MUD and a cost summary for anticipated bond issue requirements.

The total Bond Issue Requirement for the MUD(s) is estimated to be \$116,950,000, comprised of \$106,000,000 in Water, Sanitary & Drainage bonds and \$10,950,000 in Roadway bonds. See Table Nos. 6 and 8 in the attached PER prepared by Jones & Carter, Inc. for detailed information. These costs include design, construction, financing and other miscellaneous costs.

14. Provide the projected tax rate for the proposed MUD.

The projected tax rate for the proposed MUD(s) will not exceed \$1.00, based on the following assumptions: \$974,255,000 in total assessed value for the MUD at full development, 95% collection of taxes, and no surplus operating revenues. The MUD(s) would need a debt service tax rate of \$0.90 per \$100 assessed value to meet its debt service obligations on the \$116,950,000 in anticipated bonds. An estimated maintenance tax of \$0.10 per \$100 assessed value will be levied to cover normal operations of the MUD. See Table 9 in the attached PER.

15. Provide a narrative regarding the viability of obtaining water and/or wastewater service from a utility other than the City of College Station. Please limit the discussion to utility providers within two miles of the proposed MUD.

The proposed MUD(s) is located within the City's ETJ, but within the Wellborn SUD Water CCN. There are currently no wastewater treatment facilities within two miles of the proposed MUD. It is anticipated that the MUD will finance, permit and construct its own wastewater treatment facilities and obtain water supply from Wellborn SUD. See attached PER prepared by Jones & Carter, Inc. for more information regarding the proposed water and wastewater improvements necessary to serve the proposed MUD(s).

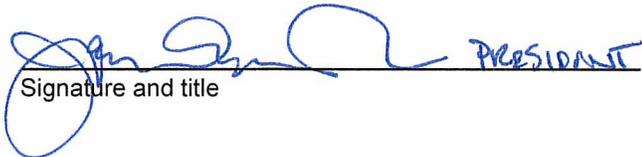
16. Provide an evaluation of the effect the proposed MUD will have on existing land elevation, subsidence, groundwater level within the region, recharge capability of a groundwater source, natural run-off rates, storm drainage, and water quality.

These issues are addressed in detail in the attached PER. The MUD(s) is located above the Yegua-Jackson aquifer. In relation to the overall size of the recharge zone, the MUD is insignificant and is not expected to affect the recharge capability of the aquifer. Detention and drainage improvements within the MUD will prevent any adverse impacts pertaining to storm water run off, subsidence and groundwater issues.

I have read, understand, and fully acknowledge the City's adopted policy regarding the establishment of Municipal Utility Districts and intend to fully comply with said policy.

Yes No

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

 PRESIDENT
Signature and title

2-12-16
Date

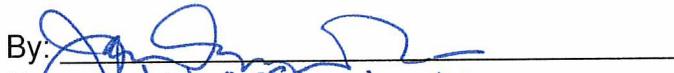
PEACH CREEK PARTNERS, LTD., a Texas limited partnership

By: Peach Creek Investment Corporation, a Texas corporation, its General Partner

By: 
Name: PRESIDENT JOHN MCFARLANE, JR
Title: PRESIDENT

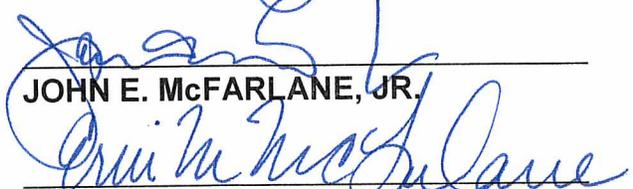
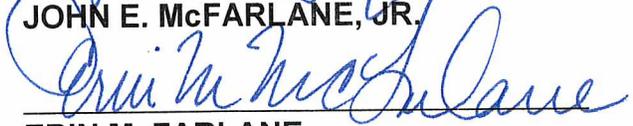
MCFARLANE INTERESTS, LTD., a Texas limited partnership

By: East Texas Products, Inc., a Texas corporation, its General Partner

By: 
Name: JOHN MCFARLANE, JR
Title: VIC PRESIDENT

RB VENTURES I, LLC, a Texas limited liability company

By: 
John E. McFarlane, Jr.
Manager


JOHN E. MCFARLANE, JR.

ERIN MCFARLANE

PROPERTY OWNER'S AND LIEN HOLDER INFORMATION

1. Peach Creek Partners, Ltd. Lienholder is Prosperity Bank and Guaranty Bank
2. 5271 Memorial Partners, Ltd., n/k./a McFarlane Interests, Ltd. No lienholder
3. John E. McFarlane and Erin M. McFarlane. Lienholder is Prosperity Bank
4. RB Ventures I LLC. Lienholder is Prosperity Bank

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, GRANTING CONDITIONAL CONSENT TO THE FORMATION OF UP TO FIVE MUNICIPAL UTILITY DISTRICTS WITHIN THE CITY'S EXTRATERRITORIAL JURISDICTION

WHEREAS, the owners of approximately 2,354 acres of land, more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Land") have filed a petition requesting consent to create up to five Municipal Utility Districts (each referred to as "District" or collectively as the "Districts") from the City of College Station (the "City"); and

WHEREAS, the City is empowered under state law to exercise authority over municipal utility districts located within the City's Extraterritorial Jurisdiction; and

WHEREAS, the Land proposed to be included in the Districts lies within the Extraterritorial Jurisdiction of the City; and

WHEREAS, the Districts' plan to provide water, sanitary sewer, drainage, road and other services to the Land; and

WHEREAS, the owners of the Land have requested conditional consent to the creation of the Districts prior to the City and the owners negotiating and entering into one or more agreements that address the issues related to development of the Land by the owners and by the Districts including without limitation water supply, wastewater treatment, drainage, roads, application of certain City ordinances and standards, parks, and the needs of the City in relation to the annexation of the Land into the City so that the owners may pursue creation of the Districts through the Texas Commission on Environmental Quality while such agreements are being negotiated with the goal of the District holding the required election on the uniform election date in May 2017; and

WHEREAS, the City desires to grant its conditional consent to creation of the Districts and the inclusion of the Land within the City's Extraterritorial Jurisdiction in such Districts in the event that the Districts are created; now, therefore,

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

PART 1: That the City Council hereby grants its conditional consent to the creation of the Districts and the inclusion of the Land in such Districts subject to and specifically conditioned upon the following:

PART 2: That the consent in this Resolution is conditioned upon the owners of the Land entering into one or more agreements with the City on or before February 17, 2017, to address the issues related to development of the Land

by the owners and by the Districts including without limitation water supply, wastewater treatment, drainage, roads, application of certain City ordinances and standards, parks, and the needs of the City in relation to the annexation of the Land into the City.

PART 3: That the consent in this Resolution is conditioned upon compliance with the written policies adopted by the City Council of the City of College Station regarding municipal utility districts, including the policy attached hereto as Exhibit B, provided however that the City:

- (a) Acknowledges that the Land is also within the boundaries of Wellborn Special Utility District (the "SUD") and therefore, water supply shall be provided by the SUD and all water facilities constructed by the Districts will become facilities of the SUD upon dissolution of the Districts, and
- (b) Hereby waives the requirement that all water facilities shall become part of the City's system upon dissolution of the Districts.

PART 4: That the District may issue bonds only for the purpose of acquiring, purchasing or constructing, under contract with the City of College Station (the "City") or otherwise, waterworks systems, wastewater systems, stormwater systems, drainage facilities, and road facilities, or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions and repairs thereto, and to purchase or acquire all necessary land, right-of-way easements, sites, equipment, buildings, plants, structures and facilities therefor, and to operate and maintain the same, and to sell water, wastewater and other services within or without the boundaries of the District, unless otherwise agreed to by the City. Such bonds shall expressly provide that the District shall reserve the right to redeem said bonds on any interest payment date subsequent to the tenth (10th) anniversary of the date of issuance without premium and shall only be sold after the taking of public bids therefor, other than refunding bonds, which may be sold on a negotiated basis, and none of such bonds, other than refunding bonds, shall be sold for less than ninety-five (95) percent 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, shall not exceed two (2) 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 first date notice of the sale of such bonds is published, and bids for the bonds shall be received not more than forty-five (45) days after notice of sale of the bonds if so published. The resolution or order authorizing the issuance of the District's bonds will contain, if applicable, a provision that the pledge of the revenues from the operation of the District's water and wastewater and/or drainage systems to the payment of the District's bonds

will terminate if and when the City annexes the District or takes over the assets of the District and assumes all of the obligations of the District. No land will be added or annexed to the District until the City has given its written consent by action of the City Council on such addition or annexation. No bonds of the District may be issued without specific City consent if the City has given notice to the District that it intends to annex and/or dissolve the District within 365 or fewer days after such notice. The District will promptly provide the City with the Official Statement regarding the issuance of the bonds, once it is complete. If the District is a municipal management district, it shall obtain City approval of all bonds it issues in accordance with Section 375.207, Texas Local Government Code. The District must obtain City approval to issue refunding bonds. Refunding bonds must comply with all City ordinances pertaining the sale of refunding bonds by a District within the City's boundaries or its extra-territorial jurisdiction, as such ordinances may be amended from time to time.

PART 5

That before the commencement of any construction within the District, the District, its directors, officers, or developers and/or landowners shall submit to the Director of the Planning & Development Services of the City, or to his designee, all plans and specifications for the construction of water, wastewater, drainage, recreational and road facilities and related improvements to serve the District and obtain the City's approval of such plans and specifications. All water wells, water meters, flushing valves, valves, pipes and appurtenances thereto, installed or used within the District, shall conform exactly to the then-applicable specifications of the City. All water service lines, wastewater service lines, lift stations, wastewater treatment facilities, road facilities and appurtenances thereto installed or used within the District shall comply with the City's standards, the approved plans and specifications and the then-applicable ordinances, resolutions, or regulations of the City, unless otherwise agreed to in writing by the City and the District. Prior to the construction of such facilities within or by the District, the District or its engineer shall give written notice by registered or certified mail to the Director of Planning & Development Services of the City, or his designee, stating the date on which such construction will be commenced. The construction of the District's water, wastewater, drainage, and road facilities shall be in accordance with the approved plans and specifications and with applicable standards and specifications of the City and as approved by the City Engineer of the City. During the progress of the construction and installation of such facilities, a designated representative of the City may make periodic on-the-ground inspections in order to determine that the installation and construction conform with the approved plans and specifications and the applicable standards and specifications of the City. In the event that it is determined by the representative of the City that construction and/or installations are not being performed in conformance with the approved plans and

specifications and with the applicable standards and specifications of the City, upon being so informed by a duly designated City representative, the District agrees to discontinue further construction and installation of all facilities until the cause of the non-compliance is resolved.

PART 6 That in the event that the District operates a wastewater treatment plant, the District agrees it will employ a wastewater plant operator holding an applicable, valid certificate of competency issued under the direction of the Texas Commission on Environmental Quality (“TCEQ”). If the District operates the plant, the District shall make periodic analyses of its discharge pursuant to the rules of the TCEQ and shall send copies of all such effluent data to the Department of Public Works of the City, as well as to the TCEQ. Representatives of the City may supervise the continued operations of the wastewater treatment facility by making periodic inspections thereof.

PART 7 That the District shall not provide water, wastewater or drainage facilities to any tract of land until the owner or developer of said tract has, prior to the sale of any subdivided lots or parcels of land, duly recorded a plat in the map and plat records of the county in which the District lies and which plat has been previously approved by the Planning and Zoning Commission of the City. If the District contracts with the City for water supply or wastewater treatment services, the District may not provide service to any land outside its boundaries without the prior written consent of the City.

PART 8 That the term “consent” as used in this Resolution has the meaning provide in Section 42.042 (d), Texas Local Government Code, to wit, authorization to initiate proceedings to create the District as provided by law.

PASSED and APPROVED this _____ day of _____, 2016.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"

Peach Creek Partners, LTD., et al
2,354 Acres in Two Tracts

Various Surveys in southern Brazos County

Tract One

STATE OF TEXAS §

COUNTY OF BRAZOS §

A METES AND BOUNDS description of a certain 2,451 acre tract of land out of the following surveys:

Jose Maria Barrera Survey, Abstract No. 67,
Jose Maria Barrera Survey, Abstract No. 68,
Jose Maria Barrera Survey, Abstract No. 69,
Jesse Evans Survey, Abstract No. 110,
Thomas Henry Survey, Abstract No. 130,
Andrew D. Houston Survey, Abstract No. 133,
Henry G. Hudson Survey, Abstract No. 140,
Henry G. Hudson Survey, Abstract No. 141,
Archibald D. Lancaster Survey, Abstract No. 151,
Archibald McLaughlin Survey, Abstract No. 158,
Thomas H. Mays Survey, Abstract No. 161,
Andrew Miller Survey, Abstract No. 165,
Bartlett McGregor Survey, Abstract No. 171,
Diadem Millican Survey, Abstract No. 178,
Jefferson P. Mitchell Survey, Abstract No. 179,
Clement Raney Survey, Abstract No. 201,
John W. Stewart Survey, Abstract No. 213,

in Brazos County, Texas, being all or part of the following described properties:

1. a called 82.453 acre tract to RB Ventures I, LLC, recorded in Volume 12300, Page 5, of the Official Public Records of Brazos County, Texas, (OPRBCT),
2. a called 94.048 acre tract to RB Ventures I, LLC, recorded in Volume 12300, Page 20, OPRBCT,
3. a called 10.001 acre tract to John E. McFarlane, Jr. and Erin M. McFarlane, recorded in Volume 9422, Page 180, OPRBCT,
4. a called 122.98 acres (Tract One) to 5271 Memorial Partners, LTD., as recorded in Volume 6396, Page 106, OPRBCT,
5. various tracts to Peach Creek Partners, LTD., being described as follows:
 - a. All of a called 76.698 acre tract to Peach Creek Partners described in Volume 12300, Page 13, OPRBCT,
 - b. A portion of a called 39.705 acre tract to Peach Creek Partners, LTD., described in Volume 12468, Page 57, OPRBCT,
 - c. All of a called 49.78 acre tract to Peach Creek Partners, LTD., described in Volume 8913, Page 80, OPRBCT,
 - d. A portion of a called 62.568 acre tract to Peach Creek Partners, LTD., described in Volume 5070, Page 71, OPRBCT,
 - e. A portion of a called 235.123 acre tract to Peach Creek Partners, LTD., described in Volume 04227, Page 00135, OPRBCT,

Peach Creek Partners, LTD., et al
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Various Surveys in southern Brazos County

- f. Portions of the property conveyed to Peach Creek Partners, LTD., as recorded in Volume 04227, Page 00119, OPRBCT, also described in Volume 04227, Page 00145, OPRBCT, as follows:
1. A portion of a called 167.36 acre tract as described in Exhibit A,
 2. A portion of a called 1215.830 acre tract described as Tract One, Exhibit B,
 3. A portion of a called 1213.537 acre tract described as Tract Two, Exhibit B,
 4. All of a called 141.460 acre tract described as Tract Three, Exhibit B,

Said 2,451 acres being more particularly described by metes and bounds as follows with all bearings being based on the most north line of said 1215.830 acre tract having a record bearing of South 88°34'00" East recorded in Volume 04227, Page 00145, OPRBCT;

BEGINNING at the southwest corner of the 1215.830 acres conveyed to Peach Creek Partners, LTD, recorded in Volume 4227, Page 145, OPRBCT;

THENCE, North 02°07'00" East, along a west line of said 1215.830 acre tract, 1855.56 feet to a point for corner;

THENCE, North 01°03'00" East, continuing along a west line of said 1215.830 acre tract, 479.44 feet to a point for corner in the southwest line of the Atchison, Topeka, and Santa Fe Railway Company railroad right-of-way;

THENCE, North 01°05'00" West, crossing said railroad right-of-way and the right-of-way of Farm to Market Highway No. 2154 a distance of 248.61 feet to a point for corner in the northeast line of said FM 2154 right-of-way;

THENCE, North 01°12'41" West, continuing along a west line of said 1215.830 acre tract, 782.28 feet to a point for corner, being the southwest corner of a 26.587 acre tract conveyed as a 1/2 undivided interest to DuBois Children's Limited Partnership, LTD, recorded in Volume 12468, Page 57, OPRBCT;

THENCE, along the south and east lines of said 26.587 acre tract the following five (5) courses and distances:

1. North 88°11'03" East, a distance of 371.48 feet to a point for corner;
2. North 68°06'25" East, a distance of 581.47 feet to a point for corner;
3. North 21°30'46" West, a distance of 343.01 feet to a point for corner, being the beginning of a tangent curve to the right;
4. with a curve to the right, having an arc length of 1157.30 feet, a radius of 3000.00 feet, a delta angle of 22°06'10", and a chord bearing of North 10°27'41" West 1150.14 feet, to a point for corner marking a point of tangency;
5. North 00°35'24" East, passing at a distance of 86.88 feet the northeast corner of said 26.587 acre tract and the southeast corner of a called 5.763 acre tract conveyed to DuBois Children's Limited Partnership, LTD, recorded in Volume 12468, Page 57, OPRBCT, continuing in all a total distance of 508.48 feet to a point for corner in the south line of an 86.835 acre tract conveyed to Millican DPC Partners, LP, recorded in Volume 9981, Page 290, OPRBCT;

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Various Surveys in southern Brazos County

THENCE, North 69°40'32" East, with the south line of said 86.835 acre tract, 2301.29 feet to a point for corner being the south corner of a 10.445 acre tract conveyed to John T. Jaques and Kamela A. Jaques recorded in Volume 9286, Page 43, OPRBCT, and corrected as an 11.972 acre tract in Volume 9981, Page 276, OPRBCT;

THENCE, North 69°40'33" East, with the southeast line of said Jaques tract and the southeast line of the remainder of a 103.4 acre tract conveyed to Millican DPC Partners, LP, recorded in Volume 9981, Page 276, a distance of 1644.73 feet to a point for corner;

THENCE, North 00°11'39" West, with the east line of the remainder of said 103.4 acre tract a distance of 944.63 feet to a point for corner in a west line of aforementioned 1215.830 acre tract;

THENCE, with the west and north lines of said 1215.830 acre tract, the following four (4) courses and distances:

1. North 00°03'00" East, 937.50 feet to a point for corner;
2. North 19°35'00" West, 460.00 feet to a point for corner;
3. North 13°17'00" East, 680.56 feet to a point for corner;
4. South 88°34'00" East, 1930.00 feet to a point for corner, being the northeast corner of said 1215.830 acre tract and the northwest corner of a called 235.123 acre tract conveyed to Peach Creek Partners, LTD, recorded in Volume 4227, Page 135, OPRBCT;

THENCE, with the north line of said 235.123 acre tract, the following four (4) courses and distances:

1. North 87°19'00" East, 219.61 feet to a point for corner;
2. North 87°50'00" East, 1157.69 feet to a point for corner;
3. North 60°08'00" East, 136.11 feet to a point for corner;
4. North 47°16'00" East, 246.14 feet to a point for corner, being the northeast corner of said 235.123 acre tract and the most westerly northwest corner of a called 1213.537 acre tract conveyed to Peach Creek Partners, LTD, recorded in Volume 4227, Page 145, OPRBCT;

THENCE, with the north line of said 1213.537 acre tract, the following three (3) courses and distances:

1. North 47°28'00" East, 173.89 feet to a point for corner;
2. South 64°25'00" East, 234.17 feet to a point for corner;
3. North 62°30'00" East, 637.50 feet to a point for corner, being a northeast corner of said 1213.537 acre tract and the northwest corner of a called 141.460 acre tract (Tract Three) conveyed to Peach Creek Partners, LTD, recorded in Volume 4227, Page 145, OPRBCT;

THENCE, North 89°21'00" East, along the north line of said 141.460 acre tract, 2494.56 feet to a point for corner, being said tract's northeast corner and being in the west line of a 94.048 acre tract conveyed to RB Ventures I, LLC, recorded in Volume 12300, Page 20, OPRBCT;

THENCE, with the west and north lines of said 94.048 acre tract, the following seven (7) courses and distances:

1. North 00°10'21" West, 2075.08 feet to a point for corner;
2. North 40°29'41" West, 18.39 feet to a point for corner;
3. North 04°05'22" West, 102.71 feet to a point for corner;

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2,354 Acres in Two Tracts

Various Surveys in southern Brazos County

4. North 70°09'13" East, 92.81 feet to a point for corner;
5. South 88°43'16" East, 348.00 feet to a point for corner;
6. North 88°03'52" East, 297.93 feet to a point for corner;
7. South 89°58'11" East, 538.46 feet to a point for corner, being the northeast corner of said 94.048 acre tract and the northwest corner of a called 10.001 acre tract conveyed to John E. McFarlane, Jr., and Erin M. McFarlane, recorded in Volume 9422, Page 180, OPRBCT;

THENCE, North 85°28'53" East, along the north line of said 10.001 acre tract, 491.52 feet to a point for corner;

THENCE, South 89°47'44" East, passing the northeast corner of said 10.001 acre tract being a northwest corner of an 82.453 acre tract conveyed to RB Ventures I, LLC, recorded in Volume 12300, Page 5, OPRBCT, continuing with the north line of said 82.453 acre tract, for a total distance of 999.70 feet to a point for corner at a northwesterly interior corner of aforementioned 1213.537 acre tract;

THENCE, North 00°17'51" East, with a west line of said 1213.537 acre tract, 1592.78 feet to a point for corner in the southwest right-of-way of State Highway No. 6, being the southwest corner of a called 0.205 acre tract conveyed to the State of Texas by Correction and Substitute Deed for Highway Purposes recorded in Volume 1034, Page 464, OPRBCT;

THENCE, South 47°21'49" East, with the south line of said 0.205 acre tract, 81.40 feet to a point for corner at the south corner of said 0.205 acre tract, being in an east line of said 1213.537 acre tract;

THENCE, South 00°18'00" West, with an east line of said 1213.537 acre tract, 1537.89 feet to a point for corner in a north line of aforementioned 82.453 acre tract;

THENCE, North 89°59'15" East, with a north line of said 82.453 acre tract, 579.03 feet to a point for corner;

THENCE, North 02°18'53" East, with a west line of said 82.453 acre tract, 795.80 feet to a point for corner in the southwest right-of-way of State Highway No. 6;

THENCE, with the northeast line of said 82.453 acre tract and the southwest right-of-way of State Highway No. 6, the following two (2) courses and distances:

1. South 39°30'34" East, 1524.59 feet to a point for corner;
2. South 21°04'28" East, 103.75 feet to a point for corner;

THENCE, South 39°30'37" East, continuing along the northeast line of said 82.453 acre tract and the southwest right-of-way of State Highway No. 6, and the northeast line of a 122.98 acre tract conveyed to 5271 Memorial Partners, LTD, recorded in Volume 6396, Page 106, OPRBCT, 695.27 feet to a point for corner;

THENCE, with the northeast line of said 122.98 acre tract and the southwest right-of-way of State Highway No. 6, the following two (2) courses and distances:

1. South 57°56'43" East, 103.75 feet to a point for corner;
2. South 38°31'33" East, 875.20 feet to a point for corner;

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Various Surveys in southern Brazos County

THENCE, South 45°50'47" East, with the northeast line of said 122.98 acre tract and the southwest right-of-way of State Highway No. 6, and the northeast line of the remainder of a 62.568 acre tract conveyed to Peach Creek Partners, LTD, recorded in Volume 5070, Page 71, OPRBCT, and the southwest line of a 3.40 acre tract conveyed to the State of Texas, recorded in Volume 8298, Page 210, OPRBCT, 772.94 feet to a point for corner;

THENCE, with the common line of the remainder of said 62.568 acre tract and said 3.40 acre tract the following four (4) courses and distances:

1. South 51°12'31" East, 656.57 feet to a point for corner;
2. South 44°54'54" East, 131.60 feet to a point for corner;
3. South 26°04'06" East, 392.45 feet to a point for corner;
4. South 36°19'45" East, 382.02 feet to a point for corner in the east line of the remainder of said 62.568 acre tract;

THENCE, South 00°47'15" West, with said east line, 573.29 feet to a point for corner;

THENCE, North 89°51'33" West, with the south line of said 62.568 acre tract, 1680.30 feet to a point for corner in the east line of the remainder of a called 167.36 acre tract conveyed to Peach Creek Partners, LTD, recorded in Volume 4227, Page 145, OPRBCT;

THENCE, South 04°44'48" East, with an east line of said 167.36 acre tract, 433.00 feet to a point for corner;

THENCE, South 06°46'55" East, with an east line of said 167.36 acre tract, 135.30 feet to a point for corner, being the southeast corner of the said 167.36 acre tract;

THENCE, South 89°22'57" West, with the south line of said 167.36 acre tract, 1242.81 feet to a point for corner, being the southwest corner of the said 167.36 acre tract, being a southeasterly corner of aforementioned 1213.537 acre tract;

THENCE, with a south and east line of said 1213.537 acre tract the following three (3) courses and distances:

1. South 62°54'00" West, 584.17 feet to a point for corner;
2. South 88°50'00" West, 719.72 feet to a point for corner
3. South 00°38'00" West, 804.21 feet to a point for corner being the northeast corner of a called 86.34 acre tract conveyed to William T. Fleming, Jr., recorded in Volume 788, Page 200, OPRBCT;

THENCE, along the northwesterly lines of said 86.34 acre tract the following nine (9) courses and distances:

1. South 77°17'16" West, 136.69 feet to a point for corner;
2. South 82°08'15" West, 120.51 feet to a point for corner;
3. South 70°46'57" West, 189.57 feet to a point for corner;
4. South 74°28'57" West, 113.24 feet to a point for corner;
5. South 16°36'47" West, 113.98 feet to a point for corner;
6. South 31°03'50" West, 535.38 feet to a point for corner;

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Various Surveys in southern Brazos County

7. South 52°58'32" West, 359.09 feet to a point for corner;
8. South 37°03'08" West, 144.24 feet to a point for corner;
9. South 21°07'44" West, 2044.38 feet to a point for corner, being the southwest corner of said 86.34 acre tract being in a south line of said 1213.537 acre tract;

THENCE, with a south line of said 1213.537 acre tract, the following two (2) courses and distances:

1. South 88°49'00" West, 778.72 feet to a point for corner;
2. South 89°46'00" West, 1873.06 feet to a point for corner, being a southwest corner of the said 1213.537 acre tract, being the southeast corner of a called 49.78 acre tract conveyed to Peach Creek Partners, LTD, recorded in Volume 8913, Page 80, OPRBCT;

THENCE, South 89°38'14" West, with a south line of said 49.78 acre tract, 850.00 feet to a point for corner;

THENCE, South 01°20'44" East, with an east line of said 49.78 acre tract, 368.68 feet to a point for corner;

THENCE, South 89°31'04" West, with a south line of said 49.78 acre tract, 936.99 feet to a point for corner, being the southwest corner of the said 49.78 acre tract, being the southeast corner of aforementioned 235.123 acre tract to Peach Creek Partners, LTD;

THENCE, North 89°58'00" West, with the south line of said 235.123 acre tract, 1643.19 feet to a point for corner;

THENCE, North 35°38'00" West, with a southwesterly line of said 235.123 acre tract, 51.81 feet to a point for corner, being a southeast corner of aforementioned 1215.830 acre tract to Peach Creek Partners, LTD;

THENCE, with southerly and easterly lines of said 1215.830 acre tract the following five (5) courses and distances:

1. South 87°08'00" West, 828.06 feet to a point for corner;
2. South 00°53'00" East, 2083.06 feet to a point for corner;
3. South 02°02'00" East, 728.06 feet to a point for corner;
4. South 89°04'00" West, 1217.50 feet to a point for corner;
5. South 04°27'00" West, 850.83 feet to a point for corner in the northeast right-of-way of aforementioned FM 2154;

THENCE, North 71°13'00" West, with the northeast right-of-way of FM 2154, 485.83 feet to a point for corner;

THENCE, South 32°36'00" West, crossing the right-of-way of FM 2154 and the Atchison, Topeka, and Santa Fe Railway Company railroad right-of-way, 203.06 feet to a point for corner;

THENCE, with southerly lines of said 1215.830 acre tract the following five (5) courses and distances:

1. North 89°15'00" West, 380.83 feet to a point for corner;
2. South 89°10'00" West, 691.94 feet to a point for corner;
3. South 77°51'00" West, 71.11 feet to a point for corner;

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2,354 Acres in Two Tracts

Various Surveys in southern Brazos County

4. North 89°33'00" West, 1027.78 feet to a point for corner;
5. North 89°47'01" West, 1406.14 feet to the **POINT OF BEGINNING, CONTAINING** 2,451 acres of land in Brazos County, Texas; **SAVE AND EXCEPT** all of that called 83.159 acre tract of described in a Distribution General Warranty Deed to Peach Creek Partners, LTD, from Millican DPC Partners, LP, recorded in Volume 12536, Page 288, OPRBCT, and 19.559 acres in the H.&T.C.R.R. (A.T.&S.F.R.R.) right-of-way and Farm to Market Highway No. 2154 as described in Volume 04227, Page 00145, OPRBCT, for a **NET TOTAL** of 2,348 acres.

Tract Two

STATE OF TEXAS §

COUNTY OF BRAZOS §

A METES AND BOUNDS description of a certain 5.097 acre tract of land, lying and being situated in the T. H. Mays Survey, Abstract No. 161, Brazos County, Texas, and being all of the called 5.097 acre tract described in the deed from Joe Marino to Travis I. Williams and wife, Rosie Lee Williams, as recorded in Volume 725, Page 11, of the Official Records of Brazos County, Texas, said 5.097 acre tract being more particularly described by metes and bounds as follows with all bearings based on the most north line of said 5.097 acre tract having a record bearing of due West recorded in Volume 04227, Page 00145, OPRBCT;

BEGINNING at the most easterly northeast corner of the said 5.097 acre tract, same being in the west right-of-way line of Farm to Market Road No. 159 (80' right-of-way);

THENCE, Due West, along the most easterly north line of the said 5.097 acre tract, same being the south line of the 5.097 acre tract described in Volume 3206, Page 78, of the Official Records of Brazos County, Texas, for a distance of 1180.72 feet to a point for corner at the Interior ell corner of the 5.097 acre tract (725/11);

THENCE, Due North, along the common line between the said 5.097 acre tracts for a distance of 184.20 feet to a point for the northwest corner of the 5.097 acre tract (3206/78), same being the most northerly and westerly northeast corner of the 5.097 acre tract (725/11);

THENCE, Due West, along the north line of the said 5.097 acre tract (725/11), same being the south line of the 10.194 acre (Tract 2), described in Volume 461, Page 583, of the Deed Records of Brazos County, Texas, 887.45 feet to a point for corner, being the northwest corner of the 5.097 tract, same being the southwest corner of the 10.194 acre tract;

THENCE, along the west line of the said 5.097 acre tract, the following two (2) courses and distances:

1. S 06° 10' 14" E, 131.08 feet to a point for corner;
2. S 19° 46' 27" E, 89.13 feet to a point for corner, being the southwest corner of the 5.097 acre tract;

THENCE, Due East, along the south line of the said 5.097 acre tract, same being the north line of the 40.90 acre tract described in Volume 329, Page 34, of the Deed Records of Brazos County, Texas, a

Peach Creek Partners, LTD., et al
2,354 Acres in Two Tracts

Various Surveys in southern Brazos County

distance of 2015.86 feet to a point for the southeast corner of the 5.097 acre tract in the west right-of-way line of FM No. 159;

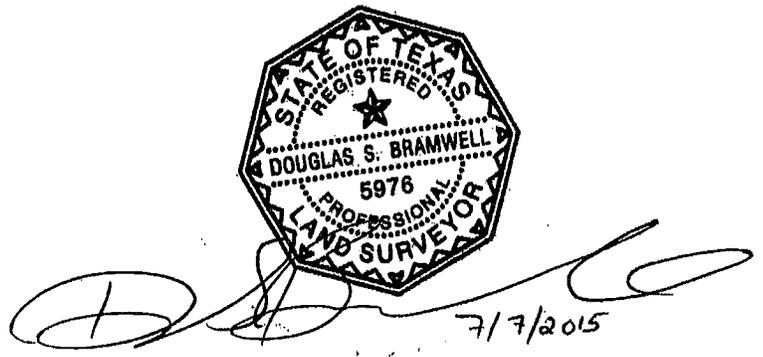
THENCE, N 15° 03' 06" E, along the west right-of-way line of FM No. 159, 31.07 feet to the **PLACE OF BEGINNING, CONTAINING 5.097 acres of land.**

FOR A POLITICAL BOUNDARY ACREAGE TOTTALLING 2,354 ACRES.

The metes and bounds descriptions of Tract One and Tract Two were prepared under 22 TAC §663.21, do not reflect the results of an on the ground survey, and are 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 they were prepared.

A separate plat bearing DWG No. 1216 was prepared in conjunction with the two foregoing metes and bounds descriptions and is available in the offices of Jones and Carter in Bryan, Texas.

S:\0-Job\13704 Rock Barn Conservation Partners\13704-0001-00 Millican Reserve District Creation\SURVEY\SURVEY\DOCS\2354 Acre Consent Desc.docx



7/7/2015



Legislation Details (With Text)

File #: 16-0320 **Version:** 1 **Name:** Comprehensive Plan Amendment – Crossroads Self Storage

Type: Comprehensive Plan **Status:** Agenda Ready

File created: 5/18/2016 **In control:** City Council Regular

On agenda: 6/9/2016 **Final action:**

Title: Public Hearing, presentation, possible action, and discussion regarding an ordinance amending the Comprehensive Plan - Future Land Use & Character Map from Restricted Suburban to General Commercial and Suburban Commercial for approximately nine acres located at 15797 FM 2154, more generally located north of the Crossroad Woods Subdivision near intersection of Wellborn Road (FM 2154) and Greens Prairie Trail.

Sponsors: Jessica Bullock

Indexes:

Code sections:

Attachments: [Aerial](#)
[Amendment Map](#)
[Background Information](#)
[Ordinance](#)

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending the Comprehensive Plan - Future Land Use & Character Map from Restricted Suburban to General Commercial and Suburban Commercial for approximately nine acres located at 15797 FM 2154, more generally located north of the Crossroad Woods Subdivision near intersection of Wellborn Road (FM 2154) and Greens Prairie Trail.

Relationship to Strategic Goals:

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

Recommendation(s): The Planning and Zoning Commission considered this item on May 19, 2016. Their recommendation will be presented at the City Council meeting.

Summary: The applicant is requesting the proposed future land use amendment from Restricted Suburban to General Commercial and Suburban Commercial. The site is currently developed as Crossroads Self Storage which began to develop prior to annexation. In order to continue expansion, a land use amendment and rezoning are required. The applicant requests both General Commercial and Suburban Commercial to allow for the existing use and to be sensitive to adjacent residential properties.

REVIEW CRITERIA

- 1. Changed or changing conditions in the subject area or the City:** The subject property is designated as Restricted Suburban on the Comprehensive Plan Future Land Use and Character Map. The surrounding land uses include Restricted Suburban, Institutional/Public, and Rural across Wellborn Road. The applicant has requested the proposed amendment to General Commercial and Suburban Commercial as a step toward making an existing self-storage use conforming.

This area was annexed into the City in 2015 and is located just outside the Wellborn Community Plan area, close to City limits. This area is experiencing growth of commercial and residential uses, and College Station Independent School District (CSISD) will develop a new school on the tract north of the subject site.

- 2. Scope of the request:** The applicant requests to amend the Comprehensive Plan Future Land Use and Character Map designation for approximately nine acres from Restricted Suburban to General Commercial and Suburban Commercial. This amendment generally allows for commercial uses that cater to both nearby residents and the larger community or region. The applicant requests General Commercial on the northern tract which borders CSISD property and Suburban Commercial on the southern tract which borders residential neighborhoods. The site is currently developed as a self-storage use which is only permitted in the GC General Commercial zoning district. In order to rezone the property with a commercial designation, a Comprehensive Plan Amendment must first be considered.

- 3. Availability of adequate information:** Properties in this area have no existing sewer access, and there is currently no sewer master plan to serve the tract. Therefore, the site will need to have an On-Site Sewage Facility for sewer service. The site's trip generation will also need to be analyzed again with the site plan application to verify that additional improvements to the transportation system are not warranted.

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

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

- Establish and protect distinct boundaries between various character areas:
The subject tract is adjacent to established single-family subdivisions and property owned by CSISD. General Commercial will be placed on the northern tract that is bordered by CSISD. Suburban Commercial will be placed on the southern tract which is bordered by established residential subdivisions. These designations will be placed in a manner that is sensitive to the bordering uses.

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

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

Suburban Commercial is intended for concentrations of commercial activities that cater primarily to nearby residents versus the larger community or region. Generally, these areas tend to be small in size

and located adjacent to major roads (arterials and collectors). Design of Suburban Commercial structures is compatible in size, roof type and pitch, architecture, and lot coverage with the surrounding single-family residential use.

Wellborn Road (FM2154) is designated as 4-lane major collector (General Suburban context) on the City's Thoroughfare Plan.

6. **Compatibility with the surrounding area:** The applicant requests an amendment to General Commercial and Suburban Commercial on approximately nine acres. Land across Wellborn Road is designated Rural on the Future Land Use and Character Map and is currently undeveloped.

To the north is land owned by CSISD for future development of a school. This property is designated as Institutional/Public on the Future Land Use and Character Map.

To the southeast is the Estates of Royder Ridge residential subdivision. This property is designated as Restricted Suburban on the Future Land Use and Character Map.

To the south is the Crossroad Woods residential subdivision. This property is designated as Restricted Suburban on the Future Land Use and Character Map.

The subject site is just south of the Wellborn Community Plan area and is close to the City limits. The larger area is rural in nature but is experiencing growth in residential and commercial character. The land use designations are requested in a way to be suitable with adjacent uses. General Commercial will be placed on the northern tract which is mostly bordered by the CSISD site. There is a portion of this designation that will border an approximate 0.5 acre undeveloped tract, separating this use from the adjacent residential lot in the Estates of Royder Ridge subdivision. Buffering would still be required along this portion of the site to the tract. The request also asks for Suburban Commercial on the southern tract which is bordered by residential and will have heightened requirements to minimize the commercial use impact on the single-family property.

7. **Impacts on infrastructure including water, wastewater, drainage, and the transportation network:** Water service will be served by Wellborn Special Utility District. The subject tract will not have access to City sewer, and On-Site Sewage Facility will be required. The On-Site Sewage Facility will need to meet the Brazos County Health Departments and TCEQ requirements. There is currently no sewer master planned in this area to serve the subject tract. Proposed public infrastructure will be required to be designed and constructed in accordance with the B/CS Unified Design Guidelines.

The site generally drains towards Peach Creek South Tributary that runs along the rear property. With site development, detention will be required. Drainage improvements are required to be designed and constructed in accordance with the B/CS Unified Stormwater Design Guidelines, and site development impacts on the drainage system will be evaluated further at that time.

The property has access to Wellborn Road which is classified as a Four Lane Major Arterial on the Thoroughfare Plan. It is currently built as a 2 lane rural arterial. Staff estimates that the current traffic volume on Wellborn Road in this section is 10,000 vehicles per day. The capacity of this section of Wellborn Road is approximately 30,000 vehicles per day, with a level of service D reached at approximately 20,000 vehicles per day. The change in land use could result in an additional 3840 vehicles per day. Based on these estimates, Wellborn Road has the capacity to handle the changed land use.

8. **Impact on the City's ability to provide, fund, and maintain services:** The proposed amendment for the subject property does not negatively impact the City's ability to provide, fund, and maintain services.
9. **Impact on environmentally sensitive and natural areas:** The subject property is located in the Peach Creek drainage basin. The majority of the northern tract is impacted by the Peach Creek South Tributary which will need to be taken into account during site development. Further drainage analysis will be required with future site development, but it is unclear at this time what impacts this request will have on the drainage system.
10. **Contribution to the overall direction and character of the community as captured in the Plan's vision and goals:** The goal for College Station's Future Land Use and Character is to create a community with strong, unique neighborhoods, protected rural areas, special districts, distinct corridors, and a protected and enhanced natural environment. The proposed amendment from Restricted Suburban to General Commercial and Suburban Commercial on approximately nine acres is for an existing site that began prior to annexation. The request is consistent with development trends in the area.

Budget & Financial Summary: N/A

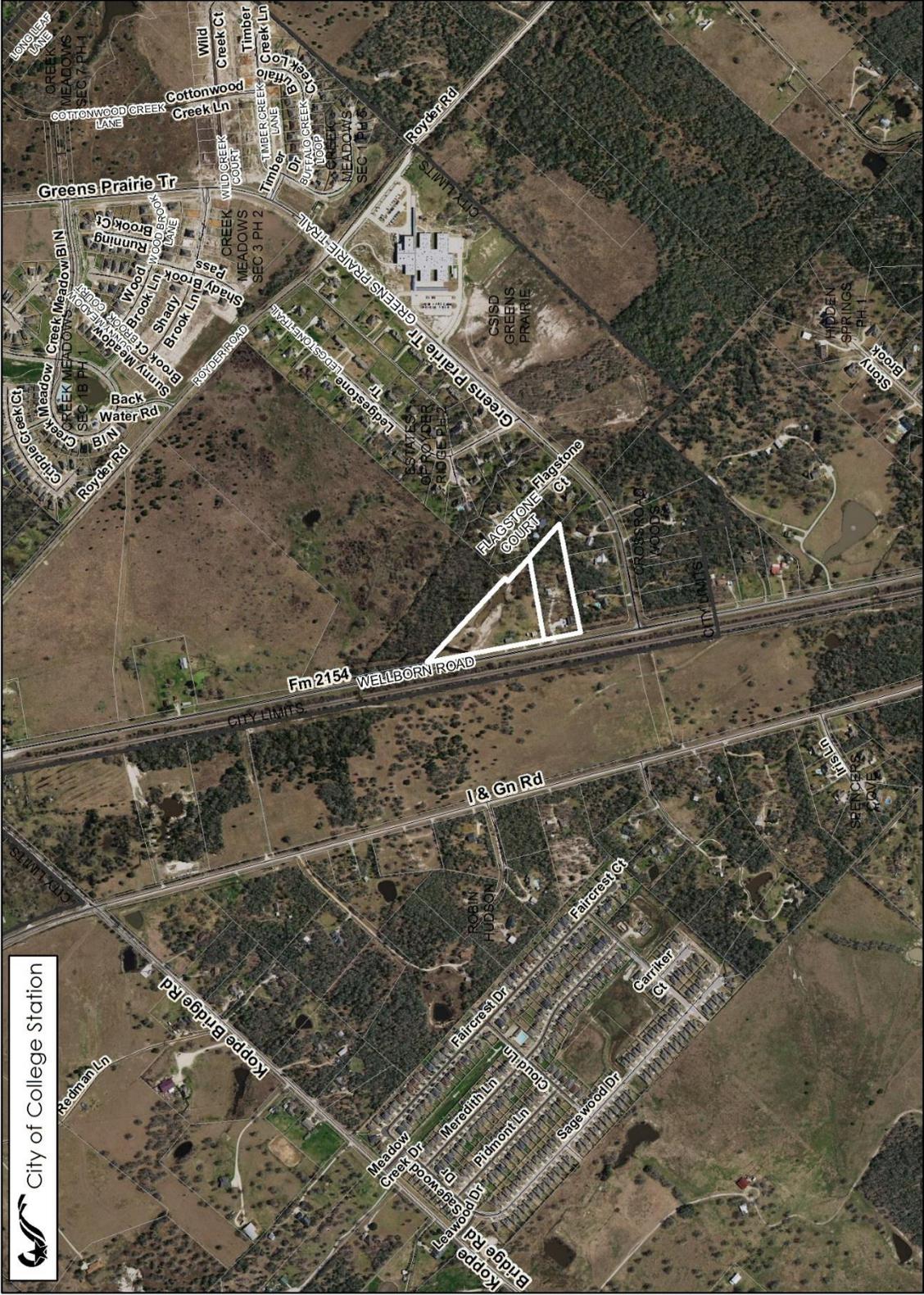
Attachments:

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

Budget & Financial Summary: N/A

Attachments:

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




 City of College Station

Case: **COMP PLAN AMENDMENT**
 CPA2016-000002

MAREK SELF STORAGE

0 850 1,700 Feet
 NORTH

Existing Future Land Use & Character Map



Proposed Future Land Use & Character Map



NOTIFICATIONS

Advertised Commission Hearing Date: May 19, 2016
Advertised Council Hearing Date: June 9, 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:

Estates of Royder Ridge

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

This request is related to the pending application for a PDD rezoning. Notices of the rezoning were mailed to 10 property owners and one homeowners association.

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Institutional/Public	R Rural	Commercial Warehouse
South	Restricted Suburban	R Rural	Crossroad Woods
East	Institutional/Public Restricted Suburban	R Rural	Future CSISD Site Estates of Royder Ridge
West (Across Wellborn Rd)	Rural	R Rural	Undeveloped

DEVELOPMENT HISTORY

Annexation: May 2015
Zoning: R Rural (2015)
Final Plat: Unplatted
Site development: Crossroads Self-Storage

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING THE COLLEGE STATION COMPREHENSIVE PLAN BY AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE AND CHARACTER MAP FROM RESTRICTED SUBURBAN TO GENERAL COMMERCIAL AND SUBURBAN COMMERCIAL FOR APPROXIMATELY NINE ACRES LOCATED AT 15797 FM 2154, MORE GENERALLY LOCATED NORTH OF THE CROSSROAD WOODS SUBDIVISION NEAR INTERSECTION OF WELLBORN ROAD (FM 2154) AND GREENS PRAIRIE TRAIL, PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

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

PART 1: That the “Comprehensive Plan of the City of College Station” is hereby amended by adding a new Subsection C.2.m of Exhibit “A” thereto as set out in Exhibit “A” attached hereto and made a part hereof; and by amending the “Comprehensive Plan Future Land Use and Character Map,” as set out in Exhibit “B” attached hereto for the identified area and made a part hereof 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 9th day of June, 2016.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT “A”

That ordinance no. 3186 adopting the “Comprehensive Plan of the City of College Station” as amended, in hereby amended by adding a new Subsection C.2.n to Exhibit “A” of said plan for Exhibit “A” to read in its entirety as follows:

“EXHIBIT ‘A’**A. Comprehensive Plan**

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

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

B. Master Plans

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

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

C. Miscellaneous Amendments

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

1. Text Amendments:

- a. Chapter 2 “Community Character,” “Growth Areas” by amending the text regarding Growth Area IV and Growth Area V – Ordinance 3376, dated October 2011.
- b. Chapter 6 “Transportation” by amending the text regarding Complete Streets, Context Sensitive Solutions, Minimum Length and Additional Right-of-Way for Turn Lanes at Intersections, and Right-of-Way for Utilities – Ordinance 3729, dated December 10, 2015.
- c. Chapter 2 “Community Character,” Chapter 3 “Neighborhood Integrity,” Chapter 4 “Economic Development,” Chapter 5 “Parks, Greenways, and the Arts,” and Chapter 7 “Municipal Services and Community Facilities” by amending the text based on the recommendation of the Comprehensive Plan Five-Year Evaluation & Appraisal Report – Ordinance 3730 dated December 10, 2015.
- d. Chapter 8 “Growth Management & Capacity” by amending the text based on recommendations from the Annexation Task Force – Ordinance 3766, dated April 28, 2016.

2. Future Land Use and Character Map Amendment:

- a. 301 Southwest Parkway – Ordinance 3255, dated July 2010.
- b. Richards Subdivision – Ordinance 3376, dated October 2011.
- c. 1600 University Drive East – Ordinance 3535, dated November 14, 2013.
- d. 2560 Earl Rudder Freeway S. – Ordinance 3541, dated December 12, 2013.
- e. 13913 FM 2154. – Ordinance 3546, dated January 9, 2014.
- f. 2021 Harvey Mitchell Parkway – Ordinance 3549, dated January 23, 2014.
- g. 1201 Norton Lane – Ordinance 3555, dated February 27, 2014.
- h. 3715 Rock Prairie Road West – Ordinance 3596, dated August 25, 2014.
- i. 4201 Rock Prairie Road – Ordinance 3670, dated July 9, 2015.
- j. The approximately 40 acres of land generally located east of FM 2154 (aka Wellborn Road), south of the Southern Trace Subdivision, west of State Highway 40 (aka William D. Fitch Parkway), and north of Westminster Subdivision – Ordinance 3731, dated December 10, 2015.
- k. The approximately 120 acres of land generally located south of Barron Cut-Off Road, west of WS Phillips Parkway, north of the Castlegate II Subdivision, and east of the Wellborn Community – Ordinance 3732, dated December 10, 2015.
- l. The approximately 900 acres of land generally located south of Greens Prairie Road West, east of the Sweetwater Subdivision, and north of Arrington Road – Ordinance 3733, dated December 10, 2015.
- m. The approximately 17.788 acres of land generally located at the corner of Turkey Creek Road and Raymond Stotzer Parkway frontage road.– Ordinance 3752 dated March 10, 2016.

- n. The approximately 9 acres of land generally located north of the Crossroad Woods Subdivision near the intersection of Wellborn Road (FM 2154) and Greens Prairie Trail – by this Ordinance, dated June 9, 2016
3. Concept Map Amendment:
 - a. Growth Area IV – Ordinance 3376, dated October 2011.
 - b. Growth Area V – Ordinance 3376, dated October 2011.
4. Thoroughfare Map Amendment:
 - a. Raintree Drive – Ordinance 3375, dated October 2011.
 - b. Birkdale Drive – Ordinance 3375, dated October 2011.
 - c. Corsair Circle – Ordinance 3375, dated October 2011.
 - d. Deacon Drive – Ordinance 3375, dated October 2011.
 - e. Dartmouth Drive – Ordinance 3375, dated October 2011.
 - f. Farm to Market 60 – Ordinance 3375, dated October 2011.
 - g. Southwest Parkway – Ordinance 3375, dated October 2011.
 - h. Cain Road extension – Ordinance 3639, dated February 26, 2015.
 - i. Update to Chapter 6 Maps- Ordinance 3729, dated December 10, 2015.
5. Bicycle, Pedestrian and Greenways Master Plan Amendment:
 - a. Cain Road extension – Ordinance 3639, dated February 26, 2015
 - b. Update to Maps 5.4 and 5.5- Ordinance 3729, dated December 10, 2015.

D. General

1. Conflict. All parts of the College Station Comprehensive Plan and any amendments thereto shall be harmonized where possible to give effect to all. Only in the event of an irreconcilable conflict shall the later adopted ordinance prevail and then only to the extent necessary to avoid such conflict. Ordinances adopted at the same city council meeting without reference to another such ordinance shall be harmonized, if possible, so that effect may be given to each.
2. Purpose. The Comprehensive Plan is to be used as a guide for growth and development for the entire City and its extra-territorial jurisdiction (“ETJ”). The College Station Comprehensive Plan depicts generalized locations of proposed future land-uses, including thoroughfares, bikeways, pedestrian ways, parks, greenways, and waterlines that are subject to modification by the City to fit local conditions and budget constraints.
3. General nature of Future Land Use and Character. The College Station Comprehensive Plan, in particular the Future Land Use and Character Map found in A.3 above and any adopted amendments thereto, shall not be nor considered a zoning map, shall not constitute zoning regulations or establish zoning boundaries and shall not be site or parcel specific but shall be used to illustrate generalized locations.
4. General nature of College Station Comprehensive Plan. The College Station Comprehensive Plan, including the Thoroughfare Plan, Bicycle, Pedestrian, and Greenways Master Plan, Central College Station Neighborhood Plan, Water System Master Plan and any additions, amendments, master plans and subcategories thereto depict same in generalized terms including future locations; and are subject to modifications by the City to fit local conditions, budget constraints, cost participation, and right-of-way availability that warrant further refinement as development occurs. Linear routes such as bikeways, greenways, thoroughfares, pedestrian ways, waterlines and sewer lines that are a part of the College Station

Comprehensive Plan may be relocated by the City 1,000 feet from the locations shown in the Plan without being considered an amendment thereto.

5. Reference. The term College Station Comprehensive Plan includes all of the above in its entirety as if presented in full herein, and as same may from time to time be amended.”

EXHIBIT “B”

That the “Comprehensive Plan of the City of College Station” is hereby amended by amending a portion of the map titled “Map 2.2-Future Land Use & Character” of Chapter 2 – Community Character” from Restricted Suburban to General Commercial and Suburban Commercial shown as follows:

Existing Future Land Use and Character Map



Proposed Future Land Use and Character Map





Legislation Details (With Text)

File #: 16-0321 **Version:** 1 **Name:** PDD Rezoning – Crossroads Self Storage

Type: Rezoning **Status:** Agenda Ready

File created: 5/18/2016 **In control:** City Council Regular

On agenda: 6/9/2016 **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 nine acres being situated in the Samuel Davidson League, Abstract NO. 13, Brazos County, Texas. Said tract being the remainder of a called 5 acre tract of land as described by a deed to Rose E. Logan recorded in Volume 314, Page 708 of the Deed Records of Brazos County, Texas, and being situated in the Samuel Davidson League, Abstract NO. 13, College Station, Brazos County, Texas. Said tract being all of a called 3.78 acre tract of land as described by a deed to South Wellborn, LTD recorded in Volume 7043, Page 90 of the Official Public Records of Brazos County, Texas, generally located at 15797 FM2154, north of the Crossroad Woods Subdivision near intersection of Wellborn Road (FM 2154) and Greens Prairie Trail.

Sponsors: Jessica Bullock

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 nine acres being situated in the Samuel Davidson League, Abstract NO. 13, Brazos County, Texas. Said tract being the remainder of a called 5 acre tract of land as described by a deed to Rose E. Logan recorded in Volume 314, Page 708 of the Deed Records of Brazos County, Texas, and being situated in the Samuel Davidson League, Abstract NO. 13, College Station, Brazos County, Texas. Said tract being all of a called 3.78 acre tract of land as described by a deed to South Wellborn, LTD recorded in Volume 7043, Page 90 of the Official Public Records of Brazos County, Texas, generally located at 15797 FM2154, north of the Crossroad Woods Subdivision near intersection of Wellborn Road (FM 2154) and Greens Prairie Trail.

Relationship to Strategic Goals:

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

- Diverse Growing Economy

Recommendation(s): The Planning and Zoning Commission considered this item on May 19, 2016. Their recommendation will be presented at the City Council meeting.

Summary: The applicant is requesting a PDD Planned Development District zoning on approximately nine acres for a nonconforming use that began construction prior to annexation. The site is currently developed as Crossroads Self-Storage. The PDD will use GC General Commercial and SC Suburban Commercial as base zoning districts. The associated concept plan shows existing buildings and areas for further expansion. GC General Commercial will be used on the northern portion of the site and SC Suburban Commercial will be used on the southern portion in order to be sensitive to adjacent single-family uses.

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

REVIEW CRITERIA

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

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

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

The site is currently developed as Crossroads Storage which began prior to annexation. The proposed PDD Planned Development District zoning uses a base zoning district of GC General Commercial and SC Suburban Commercial and aims to make the current use conforming while allowing for expansion.

If the City Council approves the Comprehensive Plan Future Land Use and Character Map amendment to General Commercial and Suburban Commercial, the proposed PDD will be in compliance. If the City Council denies the Comprehensive Plan Future Land Use and Character Map amendment, the proposed PDD will not be in compliance.

- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The surrounding area is currently zoned R Rural and was annexed into the city in May 2015. Established subdivisions adjacent to the subject property include Estates of Royder Ridge and Crossroad Woods.

The PDD proposes two base zoning districts, GC General Commercial and SC Suburban Commercial. While GC General Commercial allows for more intense commercial uses, SC

Suburban Commercial is intended to be compatible with single-family neighborhoods. The concept plan is designed in a manner that SC Suburban Commercial will be used on the southern portion, where the boundary is shared with the established subdivisions. The northern portion of the site will develop under GC General Commercial and primarily borders a future CSISD school site.

The subject property site began development in the Extraterritorial Jurisdiction (ETJ) as self-storage prior to annexation. Buildings on the northern tract are currently used for self-storage and those on the southern tract are used for office space. The proposal of two zoning districts reflect the existing uses and allow applicable ordinance regulations to protect the residential area, such as heightened buffer requirements and lighting restrictions. This rezoning will allow continued development while bringing the current use into compliance.

3. **Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The proposed PDD uses a base zoning district of GC General Commercial and SC Suburban Commercial. The use of storage/self-storage started when the property was in the Extraterritorial Jurisdiction (ETJ). After annexation, expansion of the use and site continued. The PDD aims to make the current use conforming and provide area for further expansion. The property is suitable for the uses of office and storage/self-storage proposed in the PDD.
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:** When this area was annexed in 2015, it received the R Rural zoning designation which allows for single-family residential development and agricultural activities. This zoning district is standard for all annexation that occurs in College Station and was not specifically intended to accommodate for the existing land uses within the Wellborn Community. Under this zoning district, existing commercial uses were made non-conforming, but are able to continue operating under a grandfathered status.

After annexation, the site was able to continue development based on approvals received from the County prior to annexation. This rezoning is required for continued development on the site.

5. **Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The subject property is currently zoned R Rural and is developed as a storage/self-storage facility. The property is has limited marketability under the current zoning district with a non-conforming developed use.
6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** Water service will be served by Wellborn Special Utility District. The subject tract does not have access to City sewer and uses an On-Site Sewage Facility. There is currently no sewer master planned in this area to serve the subject tract.

The site generally drains towards Peach Creek South Tributary that runs along the rear property. With further site development, detention will be required. Drainage improvements are required to be designed and constructed in accordance with the B/CS Unified Stormwater

Design Guidelines, and site development impacts on the drainage system will be evaluated further at that time.

As part of the rezoning, a Traffic Impact Analysis letter was provided indicating less than 150 trips are anticipated during the peak hour. The site's trip generation will be analyzed again with the site plan application to verify that additional improvements to the transportation system are not warranted.

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 site is currently developed as a self-storage use. The proposed Concept Plan covers the existing layout and proposes areas for expansion of offices and self-storage buildings.

Modifications Requested: GC General Commercial is proposed as the base zoning district on the northern portion of the site with SC Suburban Commercial on the southern portion. A modification to have self-storage as a permitted use under SC Suburban Commercial is the only modification requested. All other standards not expressly requested and approved will meet GC General Commercial and SC Suburban Commercial as identified in the concept plan.

Community Benefits: The applicant states that the PDD will allow an otherwise non-

conforming use and all future improvements to be brought into compliance with the Unified Development Ordinance.

Budget & Financial Summary: N/A

Attachments:

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

NOTIFICATIONS

Advertised Commission Hearing Date: May 19, 2016
Advertised Council Hearing Date: June 9, 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:

Estates of Royder Ridge

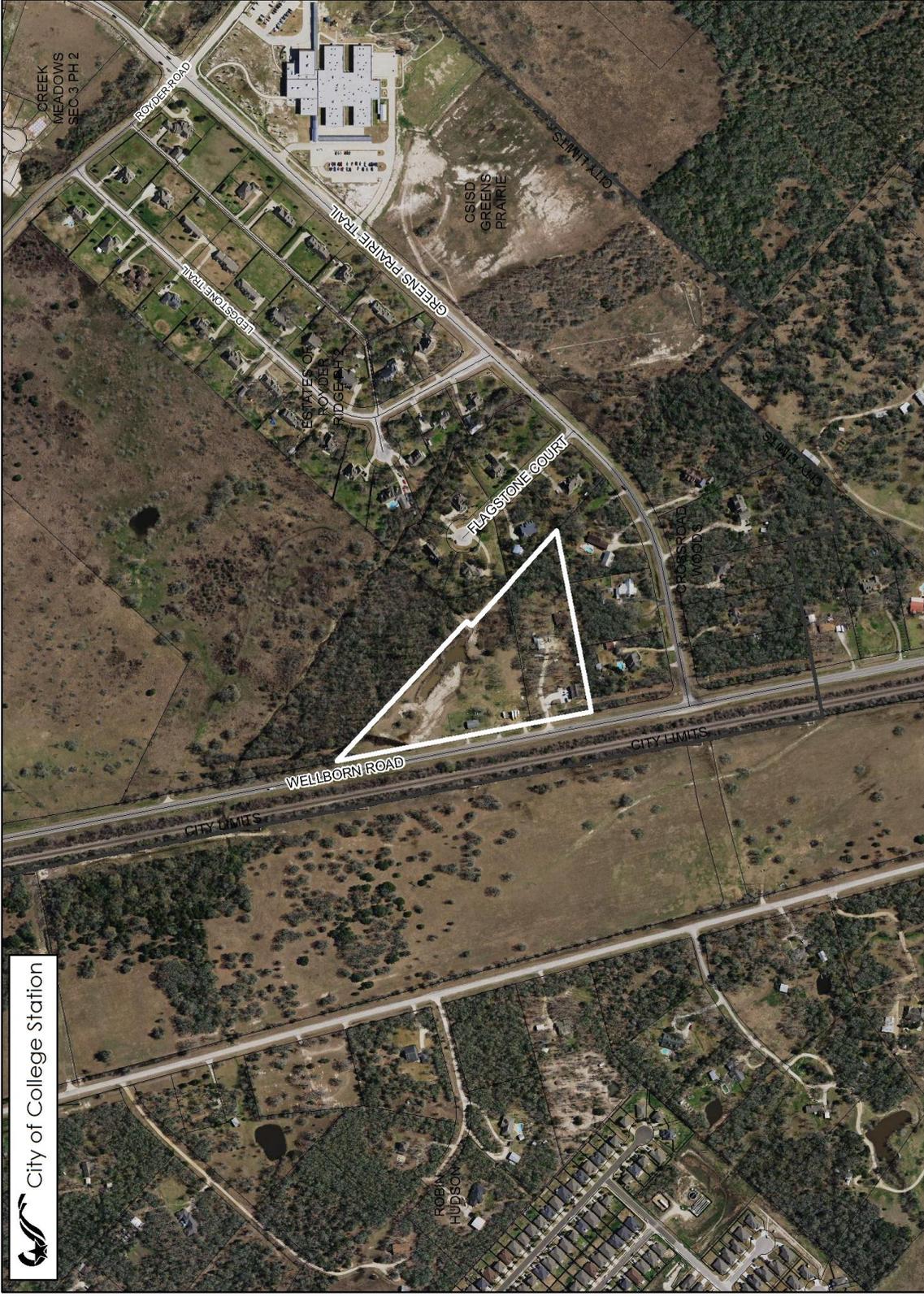
Property owner notices mailed: 10
Contacts in support: None
Contacts in opposition: None
Inquiry contacts: One

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Institutional/Public	R Rural	Commercial Warehouse
South	Restricted Suburban	R Rural	Crossroad Woods
East	Institutional/Public Restricted Suburban	R Rural	Future CSISD Site Estates of Royder Ridge
West (Across Wellborn Rd)	Rural	R Rural	Undeveloped

DEVELOPMENT HISTORY

Annexation: May 2015
Zoning: R Rural (2015)
Final Plat: Unplatted
Site development: Crossroads Self-Storage

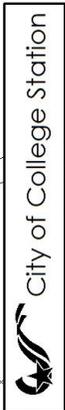
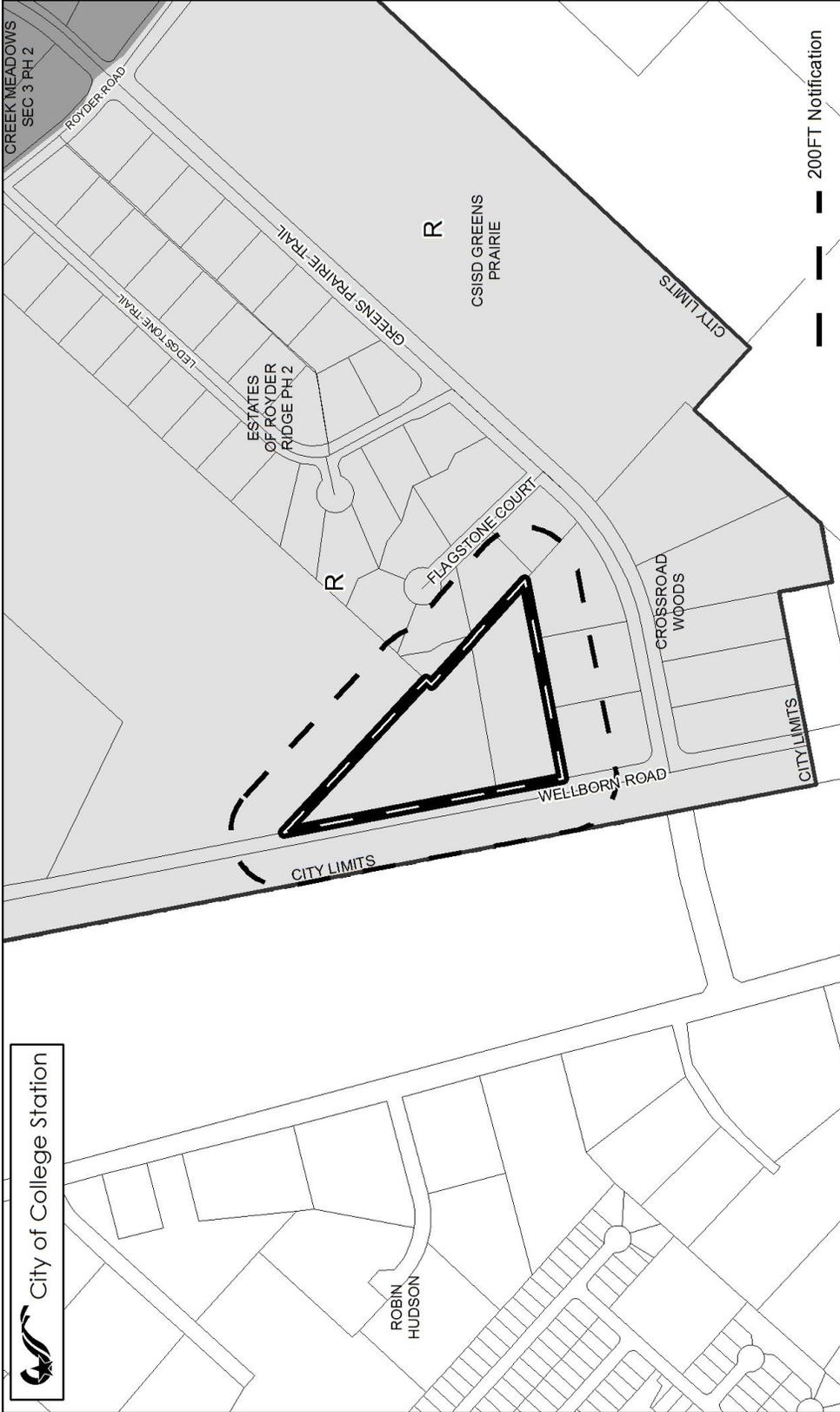


City of College Station

Case: REZ2016-000012

MAREK SELF STORAGE

REZONING



ZONING DISTRICTS (in Grayscale)

Residential	MU	Mixed-Use	CI	Commercial Industrial	Design Districts	Overlay Districts	Retired Districts
R	Rural	MHP	BP	Business Park	WPC	OV	R-1B
E	Estate	Manufactured Home Pk.	BPI	Business Park Industrial	NG-1	Corridor Ovr.	Single Family Residential
RS	Restricted Suburban	Non-Residential	C-U	College and University	NG-2	Redevelopment District	R-4
GS	General Suburban	NAP			NG-3	Krenek Tap Ovr.	Multi-Family
D	Duplex	Natural Area Protected				NPO	R-6
T	Townhome	O				NCO	High Density Multi-Family
MF	Multi-Family	SC				HP	Research and Dev.
		GC					Light Industrial
							Heavy Industrial

Case: REZ2016-000012

MAREK SELF STORAGE

REZONING



ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 12-4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM R RURAL TO PDD PLANNED DEVELOPMENT DISTRICT FOR APPROXIMATELY NINE ACRES BEING SITUATED IN THE SAMUEL DAVIDSON LEAGUE, ABSTRACT NO. 13, BRAZOS COUNTY, TEXAS. SAID TRACT BEING THE REMAINDER OF A CALLED 5 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO ROSE E. LOGAN RECORDED IN VOLUME 314, PAGE 708 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, AND BEING SITUATED IN THE SAMUEL DAVIDSON LEAGUE, ABSTRACT NO. 13, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING ALL OF A CALLED 3.78 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO SOUTH WELLBORN, LTD RECORDED IN VOLUME 7043, PAGE 90 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, GENERALLY LOCATED AT 15797 FM2154, NORTH OF THE CROSSROAD WOODS SUBDIVISION NEAR INTERSECTION OF WELLBORN ROAD (FM 2154) AND GREENS PRAIRIE TRAIL; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1: That Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", as described in Exhibit "B", as shown graphically in Exhibit "C", and as shown on the Concept Plan in 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.

Ordinance No. _____

Page 2 of 8

PASSED, ADOPTED and APPROVED this 9th day of June, 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 with base zoning districts GC General Commercial and SC Suburban Commercial, as described in EXHIBIT "B," as graphically depicted in EXHIBIT "C", and as shown on the Concept Plan in EXHIBIT "D":

Metes and Bounds - base zoning district GC General Commercial

**METES AND BOUNDS DESCRIPTION
OF A
5.385 ACRE TRACT
SAMUEL DAVIDSON LEAGUE, A-13
BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE SAMUEL DAVIDSON LEAGUE, ABSTRACT NO. 13, BRAZOS COUNTY, TEXAS. SAID TRACT BEING THE REMAINDER OF A CALLED 5 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO ROSE E. LOGAN RECORDED IN VOLUME 314, PAGE 708 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT A ½ INCH IRON ROD FOUND ON THE NORTHEAST LINE OF FM 2154 (100' R.O.W.) MARKING THE WEST CORNER OF A CALLED 3.78 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO SOUTH WELLBORN, LTD RECORDED IN VOLUME 7043, PAGE 90 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 10° 48' 31" W ALONG THE NORTHEAST LINE OF FM 2154 FOR A DISTANCE OF 797.54 FEET (DEED CALL DISTANCE - 700.00 FEET, 314/708) TO A ½ INCH IRON ROD SET MARKING THE SOUTHWEST CORNER OF THE REMAINDER OF A CALLED 50 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO KEREN EIDSON RECORDED IN VOLUME 300, PAGE 609 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS. FOR REFERENCE, A ½ INCH IRON ROD FOUND BEARS: N 10° 48' 31" W FOR A DISTANCE OF 17.11 FEET;

THENCE: S 47° 33' 46" E ALONG THE SOUTHWEST LINE OF SAID REMAINDER OF 50 ACRE TRACT AND ALONG THE MEANDERINGS OF AN EXISTING FENCE FOR A DISTANCE OF 769.16 FEET (DEED CALL BEARING: S 45° 00' 00" E, 300/609) TO A ½ INCH IRON ROD SET ON THE NORTHWEST LINE OF A CALLED 0.444 ACRE TRACT OF LAND AS DESCRIBED AS TRACT TWO BY A DEED TO BCS DEVELOPMENT COMPANY RECORDED IN VOLUME 3927, PAGE 41 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. SAID IRON ROD SET MARKING THE SOUTH CORNER OF SAID REMAINDER OF 50 ACRE TRACT. FOR REFERENCE, A ½ INCH IRON ROD FOUND ON THE SOUTHEAST LINE OF SAID REMAINDER OF 50 ACRE TRACT BEARS: N 42° 26' 14" E FOR A DISTANCE OF 2427.34 FEET;

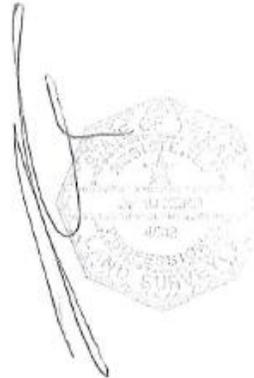
THENCE: S 42° 26' 14" W ALONG THE NORTHWEST LINE OF SAID 0.444 ACRE TRACT FOR A DISTANCE OF 26.62 FEET TO A ½ INCH IRON ROD SET MARKING THE WEST CORNER OF SAID 0.444 ACRE TRACT;

THENCE: S 48° 01' 16" E ALONG THE SOUTHWEST LINE OF SAID 0.444 ACRE TRACT FOR A DISTANCE OF 219.27 FEET TO A ½ INCH IRON ROD SET MARKING THE NORTH CORNER OF SAID 3.78 ACRE TRACT. FOR REFERENCE, A ½ INCH IRON ROD FOUND ON THE NORTHEAST LINE OF SAID 3.78 ACRE TRACT MARKING THE SOUTH CORNER OF SAID 0.444 ACRE TRACT BEARS: S 48° 01' 16" E FOR A DISTANCE OF 35.38 FEET;

THENCE: S 80° 07' 17" W ALONG THE NORTHWEST LINE OF SAID 3.78 ACRE TRACT FOR A DISTANCE OF 571.61 FEET (DEED CALL: S 83° 42' 20" W - 571.87 FEET, 7043/90) TO THE **POINT OF BEGINNING** CONTAINING 5.385 ACRES OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND SEPTEMBER, 2011. SEE PLAT PREPARED SEPTEMBER, 2011 FOR MORE DESCRIPTIVE INFORMATION. BEARING ORIENTATION SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED BY GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

C:/WORK/MAB/11-476.MAB



Metes and Bounds - base zoning district SC Suburban Commercial

METES AND BOUNDS DESCRIPTION
OF A
3.783 ACRE TRACT
SAMUEL DAVIDSON LEAGUE, A-13
COLLEGE STATION, BRAZOS COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE SAMUEL DAVIDSON LEAGUE, ABSTRACT NO. 13, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING ALL OF A CALLED 3.78 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO SOUTH WELLBORN, LTD RECORDED IN VOLUME 7043, PAGE 90 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT A 1/2 INCH IRON ROD FOUND ON THE EAST LINE OF FM 2154 (100' R.O.W.) MARKING THE SOUTH CORNER SAID 3.78 ACRE TRACT AND THE NORTHWEST CORNER OF LOT 3, BLOCK 1, CROSSROAD WINDS ACCORDING TO THE PLAT RECORDED IN VOLUME 1697, PAGE 219 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (TEXAS STATE PLANE CENTRAL ZONE COORDINATES - NAD 83 = N: 10175643.16; E: 3566616.27);

THENCE: N 10° 52' 24" W ALONG THE EAST LINE OF FM 2154 FOR A DISTANCE OF 254.25 FEET (DEED CALL: N 07° 18' 41" W - 253.86 FEET, 7043/90) TO A 1/2 INCH IRON ROD FOUND MARKING THE WEST CORNER OF SAID 3.78 ACRE TRACT AND THE SOUTHWEST CORNER OF A CALLED 5.385 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO SOUTH WELLBORN, LTD RECORDED IN VOLUME 10448, PAGE 195 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. FOR REFERENCE, A 1/2 INCH IRON ROD FOUND MARKING THE NORTH CORNER OF SAID 5.385 ACRE TRACT BEARS: N 10° 49' 54" W FOR A DISTANCE OF 797.27 FEET (N 10° 48' 31" W - 797.54 FEET, 10448/195), FROM WHICH, THE CITY OF COLLEGE STATION GPS MONUMENT NO. 134 BEARS: N 10° 00' 45" W FOR A DISTANCE OF 4977.98 FEET (THIS MONUMENT USED TO DETERMINE THE LOCATION OF THE HEREIN DESCRIBED TRACT WITHIN THE TEXAS STATE PLANE GRID COORDINATE SYSTEM BASED ON THE PUBLISHED COORDINATES OF THE CITY OF COLLEGE STATION SECONDARY MONUMENT UPGRADE PROJECT AUGUST 2011, STATION NAME: CS94-134);

THENCE: N 80° 06' 07" E ALONG THE COMMON LINE OF SAID 3.78 ACRE TRACT AND SAID 5.385 ACRE TRACT FOR A DISTANCE OF 571.50 FEET (DEED CALL: N 83° 42' 20" E - 571.87 FEET, 7043/90) (DEED CALL: N 80° 07' 17" E - 571.61 FEET, 10448/195) TO A 1/2 INCH IRON ROD FOUND ON THE SOUTHWEST LINE OF A CALLED 0.444 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO BCS DEVELOPMENT CO. RECORDED IN VOLUME 3927, PAGE 41 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. SAID IRON ROD FOUND MARKING THE NORTH CORNER OF SAID 3.78 ACRE TRACT AND THE SOUTHEAST CORNER OF SAID 5.385 ACRE TRACT. FOR REFERENCE, A 1/2 INCH IRON ROD FOUND MARKING THE WEST CORNER OF SAID 0.444 ACRE TRACT BEARS: N 48° 03' 11" W FOR A DISTANCE OF 219.20 FEET (DEED CALL: N 48° 01' 16" W - 219.27 FEET, 10448/195);

THENCE: S 48° 01' 47" E ALONG THE NORTHEAST LINE OF SAID 3.78 ACRE TRACT FOR A DISTANCE OF 305.57 FEET (DEED CALL: S 44° 23' 57" E - 205.51 FEET, 7043/90) TO A 1/2 INCH IRON ROD FOUND ON THE SOUTHWEST LINE OF LOT 2, BLOCK 1, ESTATES OF ROYDER RIDGE, PHASE TWO ACCORDING TO THE PLAT RECORDED IN VOLUME 4377, PAGE 205 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. SAID IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF SAID 3.78 TRACT AND THE NORTHEAST CORNER OF LOT 1 OF SAID BLOCK 1, CROSSROAD WOODS;

THENCE: S 79° 03' 07" W ALONG THE COMMON LINE OF SAID 3.78 ACRE TRACT AND SAID CROSSROAD WINDS, AT 221.79 FEET PASS A 1/2 INCH IRON ROD FOUND MARKING THE NORTHWEST CORNER OF SAID LOT 1, CONTINUE ON FOR A TOTAL DISTANCE OF 755.98 FEET (DEED CALL: S 82° 41' 19" W - 756.02 FEET, 7043/90) TO THE **POINT OF BEGINNING** CONTAINING 3.783 ACRES OF LAND, AS SURVEYED ON THE GROUND OCTOBER, 2014. SEE PLAT PREPARED OCTOBER, 2014, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON THE TEXAS STATE PLANE CENTRAL ZONE GRID NORTH AS ESTABLISHED BY GPS OBSERVATION. DISTANCES SHOWN HEREIN ARE GRID DISTANCES.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

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EXHIBIT “B”

General: The site is currently developed as a self-storage use. The proposed Concept Plan covers the existing layout and proposes areas for expansion of offices and self-storage buildings.

Modifications Requested: GC General Commercial is proposed as the base zoning district on the northern portion of the site with SC Suburban Commercial on the southern portion. A modification to have self-storage as a permitted use under SC Suburban Commercial is the only modification requested. All other standards not expressly requested and approved will meet GC General Commercial and SC Suburban Commercial as identified in the concept plan.

Community Benefits: The applicant states that the PDD will allow an otherwise non-conforming use and all future improvements to be brought into compliance with the Unified Development Ordinance.

EXHIBIT "C"

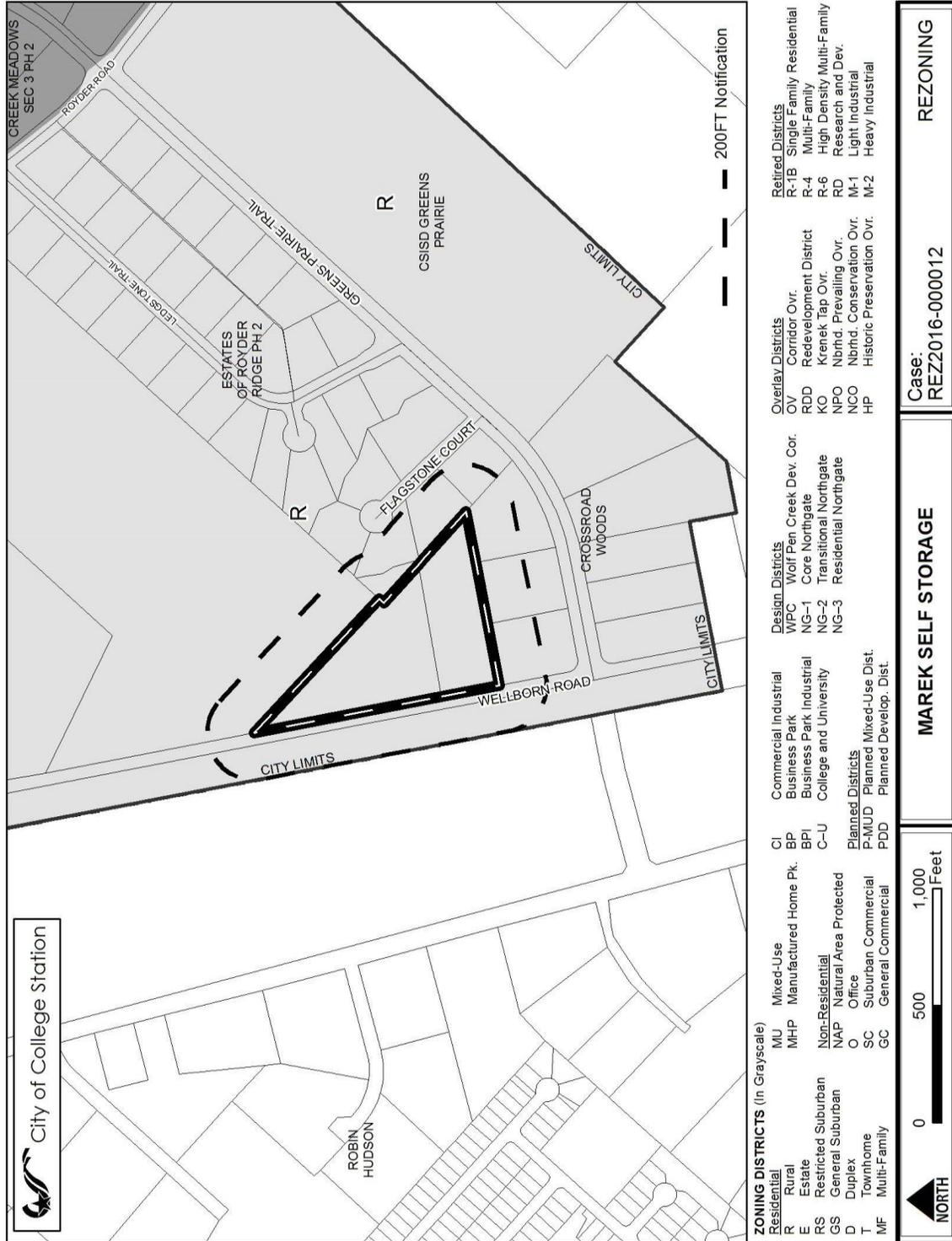


EXHIBIT "D" CONCEPT PLAN

