



# College Station, TX

City Hall  
1101 Texas Ave  
College Station, TX 77840

## Meeting Agenda - Final

### City Council Regular

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**Thursday, November 10, 2016**

**7:00 PM**

**City Hall Council Chambers**

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

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

#### **Consent Agenda**

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

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

- 2a. [16-0729](#) Presentation, possible action, and discussion of minutes for:
- October 27, 2016 Workshop
  - October 27, 2016 Regular Meeting

**Sponsors:** Mashburn

**Attachments:** [WKSHP102716 DRAFT Minutes](#)  
[RM102716 DRAFT Minutes](#)

- 2b. [16-0651](#) Presentation, possible action, and discussion on approval of a Chapter 380 Economic Development Agreement between the City of College Station and Viasat, Inc. regarding approximately 9 acres on Health Science Center Parkway on lot 1, block 1 of Traditions Phase 101 filed in volume 13145, page 53 of the Official Deed Records of Brazos County, Texas.

**Sponsors:** Ruiz

**Attachments:**      [EDA ViaSat](#)  
[Exhibits A & B](#)

- 2c. [16-0702](#)      Presentation, possible action, and discussion regarding approval of a contract between the City of College Station (COCS) and Saber Power Services in the amount of \$2,986,103.45 for the purpose of modifying the ring bus and relocating transformer number 2 at Greens Prairie Substation.

**Sponsors:**      Crabb

**Attachments:**      [Bid Tab](#)

- 2d. [16-0705](#)      Presentation, possible action, and discussion regarding construction contract 17300010 with Elliott Construction, LLC, in the amount of \$4,576,851 for Phase 2 of the Bee Creek Sanitary Sewer Trunk Line Rehabilitation.

**Sponsors:**      Harmon

**Attachments:**      [17-003 Bid Tabulation](#)  
[Bee Creek Sewer Trunk Line - Project Location Map](#)

- 2e. [16-0711](#)      Presentation, possible action, and discussion regarding an ordinance amending Chapter 11, "Utilities" Section 11-2, "Water and Sewer Services," of the Code of Ordinances of the City of College Station, Texas having the effect of recognizing water and sewer utility rates and surcharges established by contract.

**Sponsors:**      Coleman

**Attachments:**      [Ordinance](#)

- 2f. [16-0722](#)      Presentation, possible action, and discussion to approve an amendment to the March 12, 2016, Agreement Designating Fire Station Site between the City of College Station and McAlister Opportunity Fund 2012 to designate an alternate fire station site agreed to by the parties.

**Sponsors:**      Warren

**Attachments:**      [Amd fire station site agr v 2](#)

- 2g. [16-0708](#)      Presentation, possible action, and discussion on a modification to the Utility Agreement with Brazos County MUD #1 to include a surcharge for water and sewer service without the charge of impact fees and other related matters.

**Sponsors:**      Coleman

**Attachments:**      [Amd 1 UA 11-03-16 final](#)

- 2h. [16-0728](#)      Presentation, possible action, and discussion regarding the approval of a roadway maintenance fee ordinance.

**Sponsors:** Nettles

**Attachments:** [20161019\\_Draft\\_CS\\_RoadwayUserFeeOrdinance\\_CAR\\_revisions\(3\)](#)

- 2i. [16-0721](#) Presentation, possible action, and discussion regarding approval of a contract with Sungard Public Sector (SPS), formerly Sungard HTE, for programming services to add the appropriate Roadway Maintenance fee to utility accounts in the utility billing system in an amount not to exceed \$7,880.

**Sponsors:** Provazek

**Attachments:** [COLG CX 2016-00022679 \(Revise 1\).pdf](#)

- 2j. [16-0723](#) Presentation, possible action, and discussion on a Resolution authorizing banners for the annual Christmas Parade.

**Sponsors:** Simms

**Attachments:** [Location Map](#)  
[RESOLUTION](#)

- 2k. [16-0735](#) Presentation, possible action, and discussion on an interlocal Chapter 380 agreement with Brazos County creating an economic development program that includes mechanisms for funding needed core public infrastructure in targeted locations throughout the City.

**Sponsors:** Ruiz

- 2l. [16-0740](#) Presentation, possible action, and discussion regarding the approval of a resolution approving the purchase of property and construction of a new office building by the Brazos Central Appraisal District.

**Sponsors:** Nettles

**Attachments:** [City CS OK Resolution Letter](#)

## 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. [16-0706](#) Public Hearing, presentation, possible action and discussion on an ordinance amending Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", E "Parking Regulations of Certain Described Areas", (1) "Traffic Schedule XIV - No Parking Here to Corner or No Parking Anytime" of the Code of Ordinances to remove parking on Peyton Street, Chappel Street, Banks Street, Pearce Street, Columbus Street, Churchill Street, Pasler Street, Preston Street, Avenue B, and Turner Street.

**Sponsors:** Rother

**Attachments:** [No Parking - Map - Residential Streets near Fire Station 6](#)  
[Parking Removal Ord near Station 6](#)

2. [16-0714](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Article 2 "Development Review Bodies", Section 12-2.5 "Design Review Board," Subsection B "Membership and Terms" of the Code of Ordinances of the City of College Station, Texas, regarding membership of the Design Review Board.

**Sponsors:** Hitchcock

**Attachments:** [Existing and proposed language](#)  
[Ordinance](#)

3. [16-0715](#) Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 0.062 acre public drainage easement lying and being situated in the Crawford Burnett League, Abstract No. 7, College Station, Brazos County, Texas, said tract being a portion of the remainder of a called 134.041 acre tract as described by a deed to TLS Properties, LTD., recorded in Volume 3091, Page 243 of the Official Public Records of Brazos County, Texas.

**Sponsors:** Cotter

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

4.    [16-0709](#)      Public Hearing, presentation, possible action, and discussion on a resolution that establishes the City Council determination that the use of parkland is allowable and that no other feasible or prudent alternative exists for a Public Utility Corridor to run wastewater lines and other public utilities for the proposed Southern Pointe development, and that all reasonable planning measures have been taken to minimize the harm to such parkland.

**Sponsors:**      Coleman

**Attachments:**      [Resolution](#)  
[Exhibit A - 20 foot TCC](#)  
[Exhibit A - 30 foot PUC](#)  
[Map](#)

5.    [16-0712](#)      Public Hearing, presentation, possible action, and discussion regarding an ordinance amending the Comprehensive Plan - Future Land Use & Character Map from Estate to Restricted Suburban for approximately 13 acres located at 1404 Bird Pond Road, more generally located near the northeast corner of Rock Prairie Road and Bird Pond Road.

**Sponsors:**      Bullock

**Attachments:**      [Background Information](#)  
[Aerial](#)  
[Amendment Map](#)  
[2016 9 1404 Bird Pond FINAL.docx](#)

6.    [16-0713](#)      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 E Estate to PDD Planned Development District for approximately 13 acres being situated in the Thomas Caruthers league, abstract no. 9, College Station, Brazos County, Texas, said tract being the remainder of a called 26.25 acre tract of land as described as tract 2 by a partition deed to John Patton Atkins recorded in volume 394, page 796 of the deed records of Brazos County, Texas, generally located at 1404 Bird Pond Road, generally located near the northeast corner of Rock Prairie Road and Bird Pond Road.

**Sponsors:** Bullock

**Attachments:** [Background Information](#)  
[Aerial and Small Area Map \(SAM\)](#)  
[E-PDD 13 ac Bird Pond 5 FINAL.docx](#)

7. [16-0720](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from SC Suburban Commercial to PDD Planned Development District for approximately 6.89 acres being situated in the McGill Subdivision, Lot 1, Block 1 recorded in Volume 11610, Page 121 of the deed records of Brazos County, Texas, generally located at 2381 Earl Rudder Freeway South, more generally located North of Raintree Drive along Earl Rudder Freeway South.

**Sponsors:** Bombek

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

8. [16-0724](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 15, "Impact Fees," of the Code of the City of College Station, Texas, providing for roadway impact fees within the City.

**Sponsors:** Gibbs

**Attachments:** [Roadway Impact Fees Ordinance](#)

9. [16-0726](#) Public Hearing, presentation, possible action, and discussion on an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from GS General Suburban to GC General Commercial for approximately 1.229 acres being Lots 1, 2, 3, 4, 7, 8, and 10, Block 18, of College Hills Estates 4th Installment, according to the plat thereof recorded in Volume 104, Page 243 of the Deed Records of Brazos County, Texas, and located at 100, 102, 104, 106, 112, and 204 George Bush Drive East.

**Sponsors:** Prochazka

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

**10. 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

  
for City Manager

I certify that the above Notice of Meeting was posted at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on November 4, 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](mailto: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 #:** 16-0729      **Version:** 1      **Name:** Minutes  
**Type:** Minutes      **Status:** Consent Agenda  
**File created:** 11/1/2016      **In control:** City Council Regular  
**On agenda:** 11/10/2016      **Final action:**  
**Title:** Presentation, possible action, and discussion of minutes for:  
· October 27, 2016 Workshop  
· October 27, 2016 Regular Meeting  
**Sponsors:** Sherry Mashburn  
**Indexes:**  
**Code sections:**  
**Attachments:** [WKSHP102716 DRAFT Minutes](#)  
[RM102716 DRAFT Minutes](#)

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

- October 27, 2016 Workshop
- October 27, 2016 Regular Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: None

Budget & Financial Summary: None

Attachments:

- October 27, 2016 Workshop
- October 27, 2016 Regular Meeting

MINUTES OF THE CITY COUNCIL WORKSHOP  
CITY OF COLLEGE STATION  
OCTOBER 27, 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  
Chuck Gilman, Deputy City Manager  
Carla Robinson, City Attorney  
Ian Whittenton, Records Management Administrator  
Yvette Dela Torre, Deputy Local Registrar

**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 3:00 p.m. on Thursday, October 27, 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, §551.072-Real Estate, and §551.074-Personnel, the College Station City Council convened into Executive Session at 3:01 p.m. on Thursday, October 27, 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 272<sup>nd</sup> District Court of Brazos County, Texas

- Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas

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

- Property located generally east of the Texas 6 Frontage Road and north of and adjacent to Harvey Road in College Station, Texas.

C. Deliberation on the appointment, employment, reassignment, duties, discipline, or dismissal of a public officer; to wit:

- City Municipal Judge
- City Manager

The Executive Session adjourned at 5:39 p.m.

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

No action was required from Executive Session.

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

Items 2h, 2l, 2o, and 2p were pulled for clarification.

**2h:** Donald Harmon, Director of Public Works, clarified the need for the agreement and stated that this type of agreement with CSISD is common.

**2l:** Jeff Kersten, Assistant City Manager, clarified the need for the yearly authorization of funds to the Aggieland Humane Society.

**2o:** Lance Simms, Director of Planning and Development Services, gave information on the Texas Department of Transportation policy for the designation of roadways, the need for the resolution in support of designation by the City, and on the origin of the name of this particular roadway.

**2p:** Lance Simms, Director of Planning and Development Services, gave clarification on the need to update the fees for development applications and permits.

### **5. Presentation, possible action, and discussion regarding the possible implementation of Roadway Impact Fees.**

Alan Gibbs, City Engineer, provided information on the projected funding needs for roadways, the projected funding deficit, how the different options of proposed fees would impact that deficit, and who is exempt from those impact fees. He also noted that a Public Hearing and formal action on Roadway Impact Fees has been advertised for November 10.

Jeff Kersten, Assistant City Manager, provided information about other funding sources for capital projects and maintenance.

Natalie Ruiz, Economic Development Director, provided information on providing economic incentives to offset these fees.

<b>OPTIONS BY YEAR</b>	<b>Option 1</b> Recommended	<b>Option 2</b>	<b>Option 3</b>
<b>Year 1</b>	\$1,500 / SF	\$0 / SF	\$500 / SF
<b>Year 2</b>	\$1,500 / SF	\$750 / SF	\$1,000 / SF
<b>Year 3+</b>	\$1,500 / SF	\$1,500 / SF	\$1,000 / SF
	Res: \$375/VM Non-Res: \$80/VM	Res: \$375/VM Non-Res: \$80/VM	Res: \$247/VM Non-Res: \$80/VM

Council provided direction to pursue option 2 with a start date of January 2, 2018.

**6. Presentation, possible action, and discussion of a roadway maintenance fee.**

Aubrey Nettles, Special Projects Coordinator, stated that Council approved a roadway maintenance fee in the FY 2016-2017 budget and briefed the Council on the draft roadway maintenance ordinance and fee structure options.

Trey Shanks and Eddie Haas, with Freese and Nichols, provided information on the methodology used to design and apply the fee structure.

	<b>Example Property</b>	<b>Option 1</b>	<b>Option 2</b>
<b>Residential</b>			
<b>Single Family</b>	House	\$7.78	\$7.52
<b>Multifamily</b>	Apartment unit	\$6.10	
<b>Non-Residential</b>			
<b>NR Tier 1</b>	Car Wash	\$17.23	\$17.23
<b>NR Tier 2</b>	Bank (1 Drive-in Lane)	\$38.71	\$38.71
<b>NR Tier 3</b>	Mini Storage	\$74.71	\$74.71
<b>NR Tier 4</b>	Fast Food Restaurant	\$152.39	\$152.39
<b>NR Tier 5</b>	Grocery Store	\$250.00	\$250.00

Council provided direction to pursue option 1, provide exemptions for CSISD and Texas A&M University, and include an appeals process.

Workshop was recessed at 7:04 pm

Workshop was reconvened at 9:32 p.m.

## **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.**

Councilmembers Shultz, Mooney, and Mayor Berry reported on the Research Valley Partnership.

Councilmember Nichols reported on the Convention and Visitors Bureau and Chamber of Commerce.

Councilmember Brick reported on the Transportation and Mobility Committee and the Chamber of Commerce.

Councilmember Aldrich reported on Chamber of Commerce and the Texas Aggies Go To War which is now a non-profit, From Bastogne to Texas.

## **10. Adjournment**

There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 9:39 p.m. on Thursday, October 27, 2016.

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Nancy Berry, Mayor

ATTEST:

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Sherry Mashburn, City Secretary

FBT/ Texas aggies go to war

MINUTES OF THE REGULAR CITY COUNCIL MEETING  
CITY OF COLLEGE STATION  
OCTOBER 27, 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  
Ian Whittenton, Records Management Administrator  
Yvette Dela Torre, Deputy Local Registrar

**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 7:16 p.m. on Thursday, October 27, 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 Shultz, the City Council voted six (6) for and none (0) opposed, to approve the absence request from Councilmember Benham. The motion carried unanimously.

**Proclamation proclaiming November 7th through 11th as Municipal Court Week.**

Mayor Berry presented the proclamation marking November 7 – 11 as Municipal Court Week to Judge Ed Spillane, Court Operations Supervisor Marie Barringer, Customer Services

Coordinator Shasi Smith, Collection Services Coordinator Lucy Coronilla, Deputy Court Clerk Sherry Brown, and City Marshal Michael Lundy.

**Presentation of the Conservationist of the Year Award to Dr. John Crompton.**

Bill Harris, Board President; Alan Day, General Manager; Judge Tom Donald, David Strata, and Pete Bryan, all of the Brazos Valley Groundwater Conservation District, presented the Conservationist of the Year Award to Dr. John Crompton in recognition of the initiatives championed by Dr. Crompton while serving on the City Council.

**Recognition of the Good Neighbor Award by Keep Brazos Beautiful to the College Station Parks & Recreation Department.**

David Schmitz, Parks and Recreation Director, and Steve Richardson, Parks & Recreation Manager, accepted the award for the Parks Department.

**Recognition of two Red Cross awards to the College Station Parks & Recreation Department**

Vera Solis, Pools Supervisor; Kelly Kelbly, Parks and Recreation Manager; Bridget Russel, Pool Manager; and Gabrielle Free, Water Safety Instructor, accepted the awards for the Parks Department.

**Recognition of the Texas Amateur Athletic Federation's Member City of the Year Award to the College Station Parks & Recreation Department.**

Ward Davis, Athletic Activities Assistant; and Gene Ballew, Recreation Supervisor, accepted the award for the Parks Department.

**Hear Visitors Comments**

Ben Roper, 5449 Prairie Dawn Ct., came before Council to honor the service and sacrifice of Specialist Scott Quentin Larson, Jr.

**CONSENT AGENDA**

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

- **October 13, 2016 Workshop Meeting**
- **October 13, 2016 Regular Meeting**

**2b. Presentation, possible action, and discussion on approving a contract using HOME Investment Partnership Grant funds to B/CS Habitat for Humanity, Inc. in the amount of \$239,074 for the acquisition of land at 1116 Carolina and the construction of three affordable single-family homes.**

**2c. Presentation, possible action, and discussion regarding the purchase of replacement firewalls from Solid Borders, Inc. in the amount of \$124,704 to protect the Electric Utilities'**

**Bulk Electric System (BES) cyber assets. The purchase will be utilizing the state DIR cooperative contract #DIR-TSO-2700, so no bidding process was necessary.**

**2d. Presentation, possible action, and discussion on approval of a Chapter 380 Economic Development Agreement between the City of College Station and Viasat, Inc. regarding approximately 9 acres on Health Science Center Parkway on lot 1, block 1 of Traditions Phase 101 filed in volume 13145, page 53 of the Official Deed Records of Brazos County, Texas.**

**2e. Presentation, possible action, and discussion on Resolution 10-27-16-2e, stating that the City Council has reviewed and approved the City's Investment Policy, Broker-Dealer List and Investment Strategy.**

**2f. Presentation, possible action, and discussion on approval of the 2016 Property Tax Roll in the amount of \$37,007,710.65.**

**2g. Presentation, possible action, and discussion on a professional services contract (Contract No. 17300014) with Jones & Carter, Inc. in the amount of \$309,000 for the final design and construction phase services for the Carters Creek Electrical Improvements Project.**

**2h. Presentation, possible action, and discussion on approval of an Interlocal Agreement between the City of College Station and the College Station Independent School District for the cost participation by the College Station Independent School District in the City's Greens Prairie Trail Widening Project.**

**2i. Presentation, possible action, and discussion regarding the approval of Resolution 10-27-16-2i, allowing the Mayor to sign an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TXDOT) for miscellaneous signal and pedestrian improvements on SH 6 at Rock Prairie Road.**

**2j. Presentation, possible action, and discussion on a professional services contract (Contract No. 17300072) with Jones & Carter, Inc. in the amount of \$358,000 for the final design and construction phase services of the southern portion of the Royder Road Expansion Project.**

**2k. Presentation, possible action, and discussion regarding approval of Resolution 10-27-16-2k, declaring intention to reimburse certain expenditures with proceeds from debt for Parks and Recreation, Public Works and Public Safety facility improvement projects and equipment purchases that were included in the FY17 Capital Improvements Program Budget.**

**2l. Presentation, possible action, and discussion on Resolution 10-27-16-2l, authorizing expenditures to the Aggieland Humane Society, Inc. in the amount of \$235,000.**

**2m. Presentation, possible action, and discussion regarding the purchase of five (5) variable frequency drives from The Reynolds Company, in the amount of \$499,529 to replace the existing units now being operated in Water Production.**

**2n. Presentation, possible action, and discussion regarding renewal of our annual purchase contract with The Reynolds Company, not to exceed \$150,000 to purchase parts and service for the Water Services SCADA system.**

**2o. Presentation, possible action, and discussion regarding Resolution 10-27-16-2o, supporting the designation of State Highway 47 as “Riverside Parkway”.**

**2p. Presentation, possible action, and discussion regarding Resolution 10-27-16-2p, updating the fees for development applications and permits.**

**2q. Presentation, possible action, and discussion regarding Change Order #2 to the professional services contract with F.B.P. Insurance Services, LLC dba Proview Advanced Administrator, LLC in the amount of \$20,174 for additional data management services, reporting services, and administration fees.**

Item 2d was pulled for consideration at a later date.

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

## **REGULAR AGENDA**

**1. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2016-3824, 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 and E Estate to RS Restricted Suburban for approximately 14 acres being situated in the Thomas Cartuthers (ICL), Abstract No. 9, College Station, Brazos County, Texas. Said tracts being a portion of a called 71.0534 acre tract and tract being all of a called 1.421 acre tract described as tract one and all of a called 1.917 acre tract described as tract two by a deed to Williams Creek Lake Estates, Inc., recorded in volume 13123, page 81 and volume 12947, page 132 of the public records of Brazos County, Texas, generally located at 2242 Carll Lane, more generally located northwest of Rock Prairie Road and William D. Fitch Parkway.**

Councilmember Shultz recused herself from this item.

Jennifer Paz, Planning and Development, stated that the Planning and Zoning Commission considered this item on October 6, 2016 and voted 4-0 to recommend approval.

At approximately 7:41 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:41 p.m.

**MOTION:** Upon a motion made by Councilmember Mooney and a second by Councilmember Nichols, the City Council voted five (5) for and none (0) opposed, with Councilmember Schultz recusing herself, to adopt Ordinance 2016-3824, 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 and E Estate to RS Restricted Suburban for approximately 14 acres being situated in the Thomas Cartuthers (ICL), Abstract No. 9, College Station, Brazos County, Texas. Said tracts being a portion of a called 71.0534 acre tract and tract being all of a called 1.421 acre tract described as tract one and all of a called 1.917 acre tract described as tract two by a deed to Williams Creek Lake Estates, Inc., recorded in volume 13123, page 81 and volume 12947, page 132 of the public records of Brazos County, Texas, generally located at 2242 Carll Lane, more generally located northwest of Rock Prairie Road and William D. Fitch Parkway. The motion carried.

**2. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2016-3825, amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from GC General Commercial, GS General Suburban, and R Rural to GC General Commercial, MF Multi-Family, NAP Natural Areas Protected and R Rural for approximately 71.886 acres being situated in the Crawford Burnett League, Abstract No. 7, College Station, Brazos County, Texas. Said tract being a portion of the remainder of a called 70.73 acre tract described as tract one and all of the remainder of a called 6.79 acre tract described as Tract Two, by a deed to 1891 Jones Crossing, LTD Recorded in Volume 12755, Page 238 of the official public records of Brazos County, Texas, generally located at 1720 Harvey Mitchell Parkway South, more generally located at the southeast corner of Wellborn Road and Harvey Mitchell Parkway South.**

Mark Bombeck, Planning and Development, stated that the Planning and Zoning Commission considered this item on October 20, and voted 6 – 0 to recommend approval. Staff recommends approval.

At approximately 8:05 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 8:05 p.m.

**MOTION:** Upon a motion made by Councilmember Nichols and a second by Councilmember Shultz, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance 2016-3825, amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from GC General Commercial, GS General Suburban, and R Rural to GC General Commercial, MF Multi-Family, NAP Natural Areas Protected and R Rural for approximately 71.886 acres being situated in the Crawford Burnett League, Abstract No. 7, College Station, Brazos County, Texas. Said tract being a portion of the remainder of a called 70.73 acre tract described as tract one and all of the remainder of a called 6.79 acre tract described as Tract Two, by a deed to 1891 Jones Crossing, LTD Recorded in Volume 12755, Page 238 of the official public records of Brazos County, Texas, generally located at 1720 Harvey Mitchell Parkway South, more

generally located at the southeast corner of Wellborn Road and Harvey Mitchell Parkway South. The motion carried unanimously.

**3. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2016-3826, 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 T Townhouse for approximately 23.707 acres being Crawford Burnett League, Abstract No. 7, College Station, Brazos County, Texas, being the remainder of a called 27.017 acre tract as described by a deed to the College Station Independent School District recorded in Volume 9626, Page 76 of the official public records of Brazos County, Texas. Generally located south of Deacon Drive West and east of Holleman Drive South.**

Councilmember Shultz recused herself from this item.

Rachel Lazo, Planning and Development, stated that that this request is to rezone the subject property from Rural to Townhouse.

The Planning and Zoning Commission considered this item on October 6<sup>th</sup> and voted 4 – 0 to recommend approval.

At approximately 8:08 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 8:08 p.m.

**MOTION:** Upon a motion made by Councilmember Mooney and a second by Councilmember Nichols, the City Council voted five (5) for and none (0) opposed, with Councilmember Schultz recusing herself, to adopt Ordinance 2016-3826, 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 T Townhouse for approximately 23.707 acres being Crawford Burnett League, Abstract No. 7, College Station, Brazos County, Texas, being the remainder of a called 27.017 acre tract as described by a deed to the College Station Independent School District recorded in Volume 9626, Page 76 of the official public records of Brazos County, Texas. Generally located south of Deacon Drive West and east of Holleman Drive South. The motion carried.

Item #8 was taken after this item.

After Item #8 the Regular meeting was recessed at 9:05 p.m.

The Regular meeting was resumed at 9:14 p.m.

**4. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2016-3828, amending the Comprehensive Plan - Future Land Use & Character Map from Urban to General Commercial for approximately 7 acres located along the south side of State Highway 30, south of Veteran's Park adjacent to the City limit lines.**

Jennifer Prochazka, Economic Development Manager, stated that this request is to allow for infill commercial development opportunities in proximity to Veterans Memorial Park. The subject property has approximately 2,000 feet of frontage along the south side of State Highway 30 and was recently identified by Staff as a prime location for needed general commercial development. A significant amount of floodplain exists at the rear of the site that will be retained in its natural state.

The Planning and Zoning Commission considered this item at their October 20 meeting and voted 6 – 0 to recommend approval.

At approximately 9:16 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 9:16 p.m.

**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 2016-3828, amending the Comprehensive Plan - Future Land Use & Character Map from Urban to General Commercial for approximately 7 acres located along the south side of State Highway 30, south of Veteran’s Park adjacent to the City limit lines. The motion carried unanimously.

**5. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2016-3829, 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 GC General Commercial and NAP Natural Areas Protected for approximately 11.449 acres of land being situated in the Richard Carter League, Abstract No. 8, College Station, Brazos County, Texas being a portion of the remainder of a called 28.57 acre tract of land as described by a deed to the Summit Crossing, LLC recorded in Volume 8491, Page 52 of the Official Public Records of Brazos County, Texas; generally located south of State Highway 30, south of Veterans Memorial Park, adjacent to the City limit lines.**

Jennifer Prochazka, Economic Development Manager, stated that this rezoning is to allow for infill commercial development opportunities in proximity to Veterans Memorial Park on approximately six and a half acres of the tract. The subject property has approximately 2,000 feet of frontage along the south side of State Highway 30 and was recently identified by Staff as a prime location for needed general commercial development. A significant amount of floodplain exists at the rear of the site that will largely be zoned NAP Natural Areas Protected and be retained in its natural state.

Staff recommends approval of this rezoning. P&Z met on October 20 and voted 6 – 0 to recommend approval.

At approximately 9:23 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 9:23 p.m.

**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 2016-3829, 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 GC General Commercial and NAP Natural Areas Protected for approximately 11.449 acres of land being situated in the Richard Carter League, Abstract No. 8, College Station, Brazos County, Texas being a portion of the remainder of a called 28.57 acre tract of land as described by a deed to the Summit Crossing, LLC recorded in Volume 8491, Page 52 of the Official Public Records of Brazos County, Texas; generally located south of State Highway 30, south of Veterans Memorial Park, adjacent to the City limit lines. The motion carried unanimously.

**6. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2016-3830, amending the Comprehensive Plan - Future Land Use & Character Map from Village Center to General Commercial for approximately 58 acres generally located along the east side of State Highway 6 South, north of W.D. Fitch parkway and south of the future Pebble Creek Parkway extension.**

Jennifer Prochazka, Economic Development Manager, reported that this amendment is to allow for infill commercial development opportunities along the East Bypass. The remainder of the larger 278 acre property, known as Spring Creek Business Park will remain zoned for future industrial development. The subject property has frontage along the east side of State Highway 6 South and was recently identified by Staff as a prime location for needed general commercial development.

Staff recommends approval of this amendment. P&Z met on October 20 and voted 6 – 0 to recommend approval.

At approximately 9:30 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 9:30 p.m.

**MOTION:** Upon a motion made by Councilmember Shultz and a second by Councilmember Nichols, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance 2016-3830, amending the Comprehensive Plan - Future Land Use & Character Map from Village Center to General Commercial for approximately 58 acres generally located along the east side of State Highway 6 South, north of W.D. Fitch parkway and south of the future Pebble Creek Parkway extension. The motion carried unanimously.

**7. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2016-3831, 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 M-1 Planned Industrial to GC General Commercial on approximately 58 acres of land lying and being situated in the Robert Stevenson league (abstract no. 54) in College Station, Brazos County, Texas, being a part of the following tracts**

**conveyed to the City of College Station by the cited deeds recorded in the Official Public Records of Brazos County, Texas: 78.36 acres (volume 3900, page 223), 16.89 acres (volume 3900, pg. 188) and 36.9 acres (volume 4329, pg. 134), being generally described as all of that property lying between the current northeast right-of-way of State Highway No. 6 and the proposed southwest right-of-way (100 ft. width) of Lakeway Drive, southeast from the proposed southeast right-of-way line (100 ft. width) of Pebble Creek Parkway to the northwest boundary of the Spring Creek Greenway reserve as designated by the City of College Station, and more generally located along the east side of Earl Rudder Freeway, north of W.D. Fitch Parkway, south of the future Pebble Creek Parkway extension.**

Jennifer Prochazka, Economic Development Manager, stated that this rezoning is to allow for infill commercial development opportunities along the East Bypass. The remainder of the 278 acre property, known as Spring Creek Business Park, will remain zoned for future industrial development. The subject property has frontage along the east side of Earl Rudder Freeway South and was recently identified by Staff as a prime location for needed regionally significant general commercial development.

Staff recommends approval of this amendment. P&Z met on October 20 and voted 6-0 to recommend approval.

At approximately 9:32 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 9:32 p.m.

**MOTION:** Upon a motion made by Councilmember Shultz and a second by Councilmember Aldrich, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance 2016-3831, 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 M-1 Planned Industrial to GC General Commercial on approximately 58 acres of land lying and being situated in the Robert Stevenson league (abstract no. 54) in College Station, Brazos County, Texas, being a part of the following tracts conveyed to the City of College Station by the cited deeds recorded in the Official Public Records of Brazos County, Texas: 78.36 acres (volume 3900, page 223), 16.89 acres (volume 3900, pg. 188) and 36.9 acres (volume 4329, pg. 134), being generally described as all of that property lying between the current northeast right-of-way of State Highway No. 6 and the proposed southwest right-of-way (100 ft. width) of Lakeway Drive, southeast from the proposed southeast right-of-way line (100 ft. width) of Pebble Creek Parkway to the northwest boundary of the Spring Creek Greenway reserve as designated by the City of College Station, and more generally located along the east side of Earl Rudder Freeway, north of W.D. Fitch Parkway, south of the future Pebble Creek Parkway extension. The motion carried unanimously.

**8. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2016-3827, amending the Comprehensive Plan for Chapter 6 - Transportation and the Bicycle, Pedestrian, and Greenways Master Plan for transportation facilities on the southwest side of the City.**

This item was taken out of order and considered immediately after Item #3 and before Item #4.

Alan Gibbs, City Engineer, reported that the City initiated this Comprehensive Plan Amendment after hiring a consultant to perform a transportation plan study in the Southwest Side of the City in the vicinity of Wellborn Road, Royder Road, and Koppe Bridge Road.

P&Z considered this item at the October 20 meeting and voted 6 – 0 to recommend approval.

At approximately 8:56 p.m., Mayor Berry opened the Public Hearing.

Joe Guerra, 2079 Ravenstone Loop, advised the City to go back and speak to the people of Wellborn and bring a proposal back to Council which has their approval.

There being no further comments, the Public Hearing was closed at 8:57 p.m.

**MOTION:** Upon a motion made by Councilmember Aldrich and a second by Councilmember Mooney, the City Council voted two (2) for and four (4) opposed, with Mayor Berry, and Councilmembers Mooney, Nichols, and Shultz voting against, to deny Ordinance 2016-3827, amending the Comprehensive Plan for Chapter 6 - Transportation and the Bicycle, Pedestrian, and Greenways Master Plan for transportation facilities on the southwest side of the City. The motion failed.

**MOTION:** Upon a motion made by Councilmember Mooney and a second by Councilmember Nichols, the City Council voted two (2) for and four (4) opposed, with Mayor Berry, and Councilmembers Mooney, Nichols, and Shultz voting against, to postpone action on amending the Comprehensive Plan for Chapter 6 - Transportation and the Bicycle, Pedestrian, and Greenways Master Plan for transportation facilities on the southwest side of the City until the first meeting in January of 2017. The motion failed.

**MOTION:** Upon a motion made by Councilmember Nichols and a second by Councilmember Berry, the City Council voted six (6) for and none (0) opposed, to approve Ordinance 2016-3827, amending the Comprehensive Plan for Chapter 6 - Transportation and the Bicycle, Pedestrian, and Greenways Master Plan for transportation facilities on the southwest side of the City to include only the section of Royder that curves and connects to 2154 without the other improvement shown on the map exhibit. The motion carried unanimously.

After Item 8, the meeting was recessed before returning to item 4.

## **9. Adjournment.**

There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 9:32 p.m. on Thursday, October 27, 2016.

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Nancy Berry, Mayor

ATTEST:

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Sherry Mashburn, City Secretary



Legislation Details (With Text)

**File #:** 16-0651      **Version:** 2      **Name:** Viasat, Inc. Economic Development Agreement  
**Type:** Agreement      **Status:** Consent Agenda  
**File created:** 10/5/2016      **In control:** City Council Regular  
**On agenda:** 11/10/2016      **Final action:**  
**Title:** Presentation, possible action, and discussion on approval of a Chapter 380 Economic Development Agreement between the City of College Station and Viasat, Inc. regarding approximately 9 acres on Health Science Center Parkway on lot 1, block 1 of Traditions Phase 101 filed in volume 13145, page 53 of the Official Deed Records of Brazos County, Texas.  
**Sponsors:** Natalie Ruiz  
**Indexes:**  
**Code sections:**  
**Attachments:** [EDA ViaSat](#)  
[Exhibits A & B](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on approval of a Chapter 380 Economic Development Agreement between the City of College Station and Viasat, Inc. regarding approximately 9 acres on Health Science Center Parkway on lot 1, block 1 of Traditions Phase 101 filed in volume 13145, page 53 of the Official Deed Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Financially Sustainable City
- Diverse Growing Economy

Recommendation(s): Staff recommends approval of the Economic Development Agreement as proposed.

Summary: Viasat, Inc. is an existing company in the Bryan/College Station area with approximately 130 full-time employees in the State of Texas with a payroll of approximately \$7,600,000. This agreement provides for the expansion of the company into a new facility located within the Biocorridor. The new facility is on approximately 9 acres with a new 85,000 square foot building. The new real and personal property investment is approximately \$20,000,000 with a minimum Brazos County Appraisal District property valuation of \$15,000,000 by January 1, 2019. By the end of the second year following completion of construction, Viasat, Inc. will add a minimum of 150 new full time jobs with an average annual salary of \$64,000. The minimum total of 280 full time job equivalents will exist on the property for a total of five years from the date of completion of construction. In addition, the current payroll of \$7,600,000 will increase by \$9,600,000 for a total annual payroll of \$17,200,000. In exchange, Viasat, Inc. will receive an annual cash incentive for a term of six years equal to the ad valorem taxes assessed and paid not to exceed a maximum of

\$450,000. The cash incentive value is estimated as follows:

Year 1 = 80% of ad valorem taxes  
Year 2 = 60% of ad valorem taxes  
Year 3 = 40% of ad valorem taxes  
Year 4 = 30% of ad valorem taxes  
Year 5 = 20% of ad valorem taxes  
Year 6 = 10% of ad valorem taxes

Budget & Financial Summary: The subject property is located within the area described in the Interlocal Cooperation and Joint Development Agreement with the City of Bryan in which the two cities agreed to share revenue in an amount equal to the ad valorem tax assessed and collected in the Biocorridor. Bryan's City Council will consider a resolution regarding this agreement at their regular meeting on October 11, 2016.

Legal Review: Yes.

Attachments:

EDA between Viasat, Inc. and College Station

ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE  
CITY OF COLLEGE STATION AND VIASAT, INC.

This Grant Agreement (this "Agreement") is entered into by and between the CITY OF COLLEGE STATION, TEXAS, a home-rule municipal corporation organized under the laws of Texas (hereinafter referred to as "CITY"), and VIASAT, INC., a Delaware corporation (hereinafter referred to as "COMPANY").

WHEREAS, CITY is authorized and empowered under applicable Texas laws pertaining to economic development to aid in the development of commercial enterprises and redevelopment projects within the geographic boundaries of CITY and its extraterritorial jurisdiction by offering economic and other incentives to prospective new, developing and expanding businesses pursuant to TEXAS LOCAL GOVERNMENT CODE, Chapter 380; and

WHEREAS, CITY actively seeks economic development prospects in College Station through participation in and establishment of an economic development program; and

WHEREAS, CITY desires to stimulate business and commercial activity in the Research Valley Biocorridor (hereinafter referred to as the "Biocorridor") under the Joint Research Valley Biocorridor Development Project; and

WHEREAS, COMPANY is purchasing property located within the Biocorridor to have developed commercially for its use as a research and manufacturing site; and

WHEREAS, CITY and the City of Bryan entered into an Interlocal Cooperation and Joint Development Agreement on December 15, 2011 (hereinafter referred to as the "Joint Agreement"), in which the two cities agree to revenue share an amount equal to certain ad valorem tax revenue assessed and collected against real property, improvements and tangible personal property developed in the Biocorridor; and

WHEREAS, CITY considers COMPANY to be a qualified economic development prospect that will add capital investment, create new jobs in the community, promote local economic development and stimulate business and commercial activity, thus furthering the objectives of the City and its economic development program; and

WHEREAS, in consideration of COMPANY's operation of its business within the Biocorridor and in accordance with the performance measures set forth herein, CITY agrees to grant to COMPANY incentives as set out herein; and

WHEREAS, to ensure that the benefits CITY provides under this Agreement are utilized in a manner consistent with TEXAS LOCAL GOVERNMENT CODE, Chapter 380 and other law, COMPANY agrees to comply with certain conditions for receiving those benefits, including conditions relating to property development, job creation and business operations; and

WHEREAS, by letter of April 20, 2016, the chairman of The Research Valley Partnership, Inc. ("RVP") informed COMPANY he will recommend to the Board of Directors of the RVP, which includes representatives of CITY and the City of Bryan, to approve the incentives proposal being implemented by this Agreement, subject to final approval and adoption by CITY and the City of Bryan; and

WHEREAS, as of December 31, 2015, COMPANY had approximately 130 full-time employees in the State of Texas, and COMPANY's calendar year 2015 payroll reported to the Texas Workforce Commission for all full-time employees (some of whom were hired during 2012) was \$7,600,000.00;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and promises hereinafter set forth, CITY and COMPANY (each a "Party," collectively, the "Parties") represent and agree as follows:

Article I  
Definitions

In addition to the definitions set forth in the preamble above, wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

"Affiliate" means any person or entity which directly or indirectly controls, is controlled by or is under common control with COMPANY, during the term of such control. A person or entity will be deemed to be "controlled" by any other person or entity if such other person or entity (a) possesses, directly or indirectly, power to direct or cause the direction of the management of such person or entity whether by contract or otherwise; (b) has direct or indirect ownership of at least fifty percent (50%) of the voting power of all outstanding shares entitled to vote at a general election of directors of the person or entity; or (c) has direct or indirect ownership of at least fifty percent (50%) of the equity interests in the entity.

"Base Year Taxable Value" shall mean the Taxable Value for the Property for the year in which this Agreement is executed.

"Cash Incentive" shall mean that amount of money to be reimbursed annually by CITY to COMPANY as a grant herein expressed as a formula based upon a percentage of city ad valorem taxes assessed and collected for a specified year for the Property, Improvements and Tangible Personal Property minus a portion of Shared Revenue in accordance with the terms of this Agreement.

"COMPANY" shall mean ViaSat, Inc., a Delaware Corporation qualified to do business in the state of Texas.

"Completion of Construction" shall mean: (i) substantial completion of the Improvements; and (ii) a final certificate of occupancy has been issued for the all of the Improvements.

"Effective Date" shall mean the date upon which this Agreement is fully executed by all Parties, unless the context indicates otherwise.

"Fee Waiver" shall mean the cost of any and all permit fees normally assessed and collected by CITY from a developer when constructing the Improvements but for which CITY shall waive in accordance with the terms herein including water and sewer tap fees but excluding impact fees, as may be applicable.

"FTE" shall mean any person who is an employee of COMPANY or an Affiliate (excluding temporary or seasonal employees) who is on the payroll in a budgeted position and has an officially scheduled work week of thirty-five (35) hours or more, works at the Property for COMPANY, and who according to COMPANY or Affiliate COMPANY policy is entitled to full benefits as a full-time employee.

"First year of Cash Incentive(s)" shall mean the first calendar year immediately following the date of Completion of Construction.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action (unless caused by acts or omissions of such Party), fires, explosions or floods, strikes, slowdowns or work stoppages.

"Gross Payroll" shall mean the sum of the payroll numbers that COMPANY or an Affiliate reports to the Texas Workforce Commission quarterly for FTEs for the four preceding consecutive calendar quarters ending on or prior to a date of measurement under this Agreement.

"Improvements" shall mean the approximately 85,000 square foot facility to be constructed on the Property and other ancillary facilities such as reasonably required parking and landscaping all together which shall include a new real and personal property investment of twenty million dollars (\$20,000,000) at time of completion and have a minimum Brazos County Central Appraisal District Property Valuation of fifteen million dollars (\$15,000,000) by January 1, 2019 and as depicted in Exhibit "A" attached hereto and made a part hereof.

"Property" means the real property comprised of approximately 8.6 acres more or less and as depicted in Exhibit "A", not including any improvements constructed on such real property.

"Premises" shall mean collectively, the Property and Improvements following construction thereof, but excluding the Tangible Personal Property.

"Shared Revenue" shall mean the amount of taxes assessed and collected by CITY on the Property and which is then shared with the City of Bryan pursuant to and as set out in the Joint Agreement.

"Tangible Personal Property" shall mean tangible personal property, equipment and fixtures, excluding inventory and supplies, owned or leased by COMPANY that is added to the Improvements subsequent to the execution of this Agreement.

"Taxable Value" means the appraised value as certified by the Brazos Central Appraisal District as of January 1st of a given year.

## Article II General Provisions

All of the above premises are hereby found to be true and are hereby approved and copied into the body of this Agreement as if copied in their entirety.

COMPANY covenants and agrees that it will construct the Improvements, and operate and maintain its business on the Premises as set forth in this Agreement, and for the time period and manner as set forth herein.

## Article III COMPANY Obligations

3.1 Construction of Improvements. Subject to events of Force Majeure, construction of the Improvements on the Property must commence no later than January 31, 2017 (the "Start Date"), and COMPANY shall notify the CITY of such Start Date. There shall be Completion of Construction, and all necessary occupancy permits from the City shall have been issued and COMPANY shall be fully operational as set forth below in Section 3.2 by no later than April 30, 2018 in order for the City to provide Fee Waivers.

3.2 Occupancy. The COMPANY or an Affiliate of COMPANY must continuously occupy and use the Improvements commercially as an administrative and network operations center including customer support (i.e. billing and technical), engineering, warehouse and/or other functions relating to COMPANY's global technology communications business commencing upon Completion of Construction and for each year for which there is a Cash Incentive.

3.3 Jobs Created. COMPANY currently employs 130 FTEs. By the end of the second year following Completion of Construction of the Improvements, COMPANY agrees that it will have created a minimum of 150 new FTEs with an average annual salary of sixty four thousand five hundred dollars (\$64,500) per job, for a minimum total of 280 FTEs which COMPANY agrees to have and maintain on the Premises for a total of five years from the date of Completion of Construction of the Improvements throughout the term of this Agreement. In addition to the current annual pay roll of seven million six hundred thousand dollars (\$7,600,000), COMPANY agrees that by the end of the second year following Completion of Construction of the Improvements, it will increase the annual pay roll by nine million six hundred thousand dollars (\$9,600,000) for a total annual pay roll of seventeen million two hundred thousand dollars (\$17,200,000) according to the Texas Workforce Commission records for full time employees of COMPANY at the Premises. This payroll increase must be achieved and maintained in conjunction with the creation and maintenance of jobs as recited herein.

### 3.4 COMPANY Reimbursement and waiver of Cash Incentives.

a. If COMPANY does not have timely Completion of Construction and/or fails to occupy the Premises in accordance with Sections 3.1 and 3.2 of this Agreement, COMPANY agrees to reimburse CITY the cash value of all Fee Waivers the CITY has provided to the COMPANY hereunder excluding any reimbursement payments previously made by the COMPANY. The COMPANY shall also reimburse the CITY for any and all reasonable attorney's fees and costs incurred by the CITY as a result of any action required to obtain reimbursement of funds. Such reimbursement shall be due and payable 120 days after the COMPANY receives written notice of default accompanied by copies of all applicable invoices.

b. COMPANY herein waives payment of any Cash Incentives for any year in which it fails to continuously have, operate and maintain the Improvements in accordance with this Agreement, including maintaining the minimum required appraised value, FTEs, operating in the manner represented herein, and being and staying operational and to reimburse CITY for any Cash Incentives made in contravention of the terms of this Agreement.

### 3.5 Reporting Requirement.

(1) While this Agreement is in effect, annually within 60 days following the anniversary date of the Effective Date of this Agreement, the COMPANY will certify to the CITY that it has complied with the terms of this Agreement and provide sufficient written information, records, and documents, to support its certification of compliance. Additionally, COMPANY agrees to report whether the required jobs to be created and maintained in accordance with this Article have been met by the end of the second year following Completion of Construction of the Improvements, and every year thereafter that this Agreement is in effect, as certified by a Certified Public Accountant at COMPANY's expense, and signed by a legally authorized executive of the COMPANY.

(2) COMPANY further agrees to provide documentation, including, but not limited to, Texas Workforce Commission quarterly reports, demonstrating that COMPANY met the employment and job creation targets for the preceding year when required.

(3) Upon the City's written request, the COMPANY will promptly provide to the City any additional information reasonably necessary for the City to determine if the COMPANY has complied with this Agreement.

(4) The COMPANY will allow the City reasonable access to the Property during regular business hours to inspect the Property and Improvements to verify that COMPANY is complying with the terms of this Agreement.

3.6 Compliance with applicable law. The Property and the Improvements constructed thereon at all times shall be constructed, operated and used in the manner (i) that is consistent with CITY's Code of Ordinances, as amended, including its Uniform Development Code; (ii) that is in accordance with all applicable state and local laws, codes, and regulations; and (iii) that, during the period Cash Incentives are provided hereunder, is in accordance with the Joint Agreement and consistent with the general purposes of encouraging development or redevelopment within the Biocorridor.

3.7 Ownership. COMPANY agrees to have it or one of its Affiliates continuously occupy and conduct operations on the Premises for a period of at least seven (7) years from the Effective Date in the manner set forth in this Agreement. COMPANY may sell, assign or otherwise transfer the Property to a third party to develop and/or to act as landlord of COMPANY. In such event CITY consent shall not be required provided COMPANY continues to occupy and operate the Premises within the time and in the manner as set forth in this Agreement.

3.8 Disclosure Requirements. When applicable, COMPANY agrees to comply with all applicable disclosure requirements, including those under Section 2252.908 Texas Government Code when entering into a contract that requires approval of the governing body of the CITY unless falling within certain exceptions, and Chapter 176 Texas Local Government Code for vendor disclosure requirements for certain business relationships with local government officers or their family members.

Article IV  
CITY's Obligations

4.1 Fee Waiver. As an incentive for COMPANY to cause the construction of and occupy the Premises as set forth in this Agreement, CITY shall provide Fee Waivers for CITY permit fees that would otherwise be charged COMPANY and/or its representatives relating to the Improvements on the Property; provided COMPANY has met its most recent reporting requirement, is timely operational, and provided COMPANY is not otherwise in default of this Agreement.

4.2 Fast Tracking. CITY agrees to expedite by fast tracking the process for COMPANY to obtain any and all necessary CITY permits related to the Improvements.

4.3 Cash Incentive.

a. Subject to the terms and conditions of this Agreement, and provided that the combined Taxable Value for the Improvements, Property and Tangible Personal Property is at least Fifteen Million Dollars (\$15,000,000.00) additional value above Base Year Taxable Value beginning January 1st of the First Year of Cash Incentives and as of January 1st of each year thereafter this Agreement is in effect, CITY hereby grants an annual Cash Incentive to COMPANY in the following amounts expressed as a percentage of city ad valorem taxes it assessed, paid and which are not contested minus a percentage of Shared Revenue:

<u>Year</u>	<u>Annual Cash Incentive</u>
First Year of Cash Incentives	\$ 80% - 80% Shared Revenue
Year 2	\$ 60%- 60% Shared Revenue
Year 3	\$ 40%-40% Shared Revenue
Year 4	\$ 30%- 30% Shared Revenue
Year 5	\$ 20%-20% Shared Revenue
Year 6	\$ 10%- 10% Shared Revenue

b. The total amount of Cash Incentive will in no event exceed a total of four hundred fifty thousand dollars (\$450,000.00), at which time CITY's obligation to grant Cash Incentives to COMPANY ends.

c. CITY will remit the annual Cash Incentive to COMPANY no later than October 31<sup>st</sup> beginning with the First Year of Cash Incentive COMPANY meets all the requirements entitling it to such payment.

d. During the period of the Cash Incentives herein authorized, COMPANY shall be subject to all taxation, including but not limited to, sales tax and ad valorem taxation; provided this Agreement does not prohibit COMPANY from claiming any exemptions from tax provided by applicable law.

4.4 Right to offset. CITY may, at its option, offset any amounts due and payable under this Agreement, including Cash Incentive payments, against any debt (including taxes) lawfully due to CITY from COMPANY, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise, and regardless of whether or not the debt due CITY has been reduced to judgment by a court; provided, however (i) CITY shall provide COMPANY notice within thirty (30) days of determining that any debt is believed lawfully due to CITY from COMPANY; (ii) COMPANY shall have an opportunity to resolve or pay such debt to CITY within thirty (30) days after receipt of notice before any offset to amounts payable under this Agreement may occur; and (iii) COMPANY retains all rights to timely and properly contest whether or in what amount any debt is owed to CITY, and CITY may not offset any asserted amount of debt owed by COMPANY against amounts due and owing under this Agreement during any period during which COMPANY is timely and properly contesting whether such amount of debt is due and owing.

## Article V Conditions Precedent

5.1 CITY's obligations under this Agreement are contingent upon the purchase of the Property by the COMPANY or its assignee who will act as COMPANY's landlord for the Property, by December 31, 2016 in accordance with that one certain Purchase and Sale Agreement a copy of which is attached hereto and made a part hereof marked as Exhibit "B." Likewise, COMPANY's obligations under this Agreement are contingent upon its purchase of the Property.

5.2 This Agreement is conditioned upon the City of Bryan approving this Agreement as required under the Joint Agreement.

## Article VI. Term

6.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue until December 31, 2024 unless terminated sooner pursuant to the terms of this Agreement.

6.2 This paragraph is required by Chapter 2264, Tex. Gov. Code and governs over any conflicting provisions of this Agreement. The COMPANY will not knowingly employ undocumented workers

as that term is defined in Section 2264.001, Tex. Gov. Code. If the COMPANY is convicted of a violation under 8 U.S.C. Section 1324a (f), the conviction is a breach of this Agreement and the City Manager of the CITY will send COMPANY written notice that the COMPANY has violated this paragraph and that the Agreement terminates 30 days from the date of the notice.

## Article VII Default

7.1 If COMPANY defaults in any term or condition of this Agreement, then CITY shall not be obligated to provide Fee Waivers or Cash Incentives for that year in which the default occurred.

7.2 CITY shall give to COMPANY notice of any default. To the extent a default may be cured, COMPANY shall have the right, but not the obligation, to cure the default within thirty (30) days of receiving written notice from CITY. If the default cannot reasonably be cured within a thirty (30) day period, and COMPANY has diligently pursued such remedies as shall be reasonably necessary to cure such default, then CITY shall extend for a reasonable additional length of time the period in which the default must be cured. If COMPANY fails to cure the default within the time provided as specified above or, as such time period may be extended, then CITY at its sole option shall have the right to terminate this Agreement with respect to COMPANY, by written notice to COMPANY.

7.3 It is further understood and agreed by the parties that if COMPANY is convicted of a violation under 8 U.S.C. Section 1324a(f), COMPANY will reimburse CITY the full amount paid to the COMPANY pursuant to this Agreement, with interest at the rate equal to the 90 day Treasury Bill plus ½% (.005) per annum, within 120 days after the CITY notifies the COMPANY of the violation.

7.4 The COMPANY's obligation to reimburse the CITY payments made to COMPANY if the COMPANY breaches this Agreement survives termination of this Agreement.

7.5 It is understood and agreed by the parties that, in the event of a default by the CITY on any of its obligations under this Agreement, the COMPANY's sole and exclusive remedy shall be limited to either i) the termination of this Agreement, or ii) a suit for specific performance.

## Article VIII Miscellaneous

8.1 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received as sent by courier or otherwise hand delivered:

If intended for CITY, to:

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

With a copy to:

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

If intended for COMPANY, to:

Attn: Director of Real Estate  
ViaSat, Inc.  
6155 El Camino Real  
Carlsbad, CA 92009

8.2 Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

8.3 Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to any conflict of law rules. Exclusive venue for any action under this Agreement shall be the State District Court of Brazos County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

8.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an Original and constitute one and the same instrument.

8.5 Entire Agreement. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

8.6 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

8.7 Assignment. This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may not be assigned by COMPANY (except to an Affiliate of the COMPANY which shall not require prior consent of CITY) without the prior written consent of the City Manager which consent shall not be unreasonably withheld, conditioned or delayed.

8.8 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 CITY and COMPANY.

8.9 Venue and Jurisdiction. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America, and this Agreement shall be construed in accordance with Texas law.

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

8.11 No Debt. Under no circumstances shall the obligations of CITY hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision; provided, however, CITY agrees during the term of this Agreement to make a good faith effort to appropriate funds each year to pay amounts under this Agreement for the then ensuing fiscal year.

8.12 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 any way affect the validity of the Agreement, any part hereof, or the right of the Party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the Party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

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

Exhibits:

Exhibit "A" Legal description of the Property

Exhibit "B" Purchase and Sale Agreement for the Property

SIGNATURES ON THE FOLLOWING PAGE

VIASAT, INC.

CITY OF COLLEGE STATION

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

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

ATTEST:

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

APPROVED:

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

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

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



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, \_\_\_\_\_ of ViaSat, Inc., a Delaware corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



EXHIBIT "A"  
LEGAL DESCRIPTION OF PROPERTY

**EXHIBIT "B"**  
**REAL ESTATE CONTRACT - EXECUTED**

EXHIBIT "A"  
LEGAL DESCRIPTION OF PROPERTY

Lot One (1), Block One (1), The Traditions Subdivision Phase 101, City of College Station, Texas, according to the plat thereof recorded in Volume 13145, Page 53, Official Records, Brazos County, Texas, together with all of Grantor's right, title and interest in and to (i) any improvements currently located thereon; and (ii) the rights, easements, interests, benefits, privileges, and appurtenances pertaining to such tract.



**VIASAT**  
 CONCEPTUAL SITE PLAN  
 AUGUST 29, 2016

EXHIBIT "B"  
REAL ESTATE CONTRACT - EXECUTED



**TEXAS ASSOCIATION OF REALTORS®  
COMMERCIAL CONTRACT - UNIMPROVED PROPERTY**

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.  
©Texas Association of REALTORS®, Inc. 2016

**1. PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Bryan / Traditions, LP

Address: 4250 S Traditions Dr, Bryan, TX 77807  
 Phone: (281) 250-0838 E-mail: sclements@traditionsrealestate.com  
 Fax: \_\_\_\_\_ Other: \_\_\_\_\_

Buyer: ViaSat, Inc.

Attn: Tina Vallier  
 Address: 6155 El Camino Real, Carlsbad, CA 92009  
 Phone: (720) 493-6435 E-mail: tina.vallier@viasat.com  
 Fax: \_\_\_\_\_ Other: \_\_\_\_\_

**2. PROPERTY:**

A. "Property" means that real property situated in Brazos County, Texas at HSC Parkway (address) and that is legally described on the attached Exhibit A or as follows: 8.6 acres

- B. Seller will sell and convey the Property together with:
- (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
  - (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
  - (3) Seller's interest in all licenses and permits related to the Property.

*(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)  
 (If mineral rights are to be reserved an appropriate addendum should be attached.)*

**3. SALES PRICE:**

- A. At or before closing, Buyer will pay the following sales price for the Property:
- (1) Cash portion payable by Buyer at closing ..... \$ 2,247,696.00
  - (2) Sum of all financing described in Paragraph 4 ..... \$ \_\_\_\_\_
  - (3) Sales price (sum of 3A(1) and 3A(2)) ..... \$ 2,247,696.00

(TAR-1802) 1-1-16      Initialed for Identification by Seller SA and Buyer BB, \_\_\_\_\_      Page 1 of 13

B. Adjustment to Sales Price: (Check (1) or (2) only.)

(1) The sales price will not be adjusted based on a survey.

(2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of \$ 6.00 per:

(i) square foot of  total area  net area.

(ii) acre of  total area  net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

(i) public roadways;

(ii) rights-of-way and easements other than those that directly provide utility services to the Property; and

(iii) \_\_\_\_\_

(c) If the sales price is adjusted by more than 10.000 % of the stated sales price, either party may terminate this contract by providing written notice to the other party within 5 days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. **FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

A. Third Party Financing: One or more third party loans in the total amount of \$ \_\_\_\_\_ This contract:

(1) is not contingent upon Buyer obtaining third party financing.

(2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).

B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ \_\_\_\_\_.

C. Seller Financing: The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of \$ \_\_\_\_\_.

5. **EARNEST MONEY:**

A. Not later than 3 days after the effective date, Buyer must deposit \$ 50,000.00 as earnest money with University Title Company (title company) at 1021 University Dr. E, Col. Stat, TX 77840 (address) Kary Mersmann (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of \$ \_\_\_\_\_ with the title company to be made part of the earnest money on or before:

(i) \_\_\_\_\_ days after Buyer's right to terminate under Paragraph 7B expires; or

(ii) \_\_\_\_\_

Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY AND SURVEY:

A. Title Policy:

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
  - (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
  - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
  - (a) will not be amended or deleted from the title policy.
  - (b) will be amended to read "shortages in areas" at the expense of  Buyer  Seller.
- (3) Within 20 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 5 days after the effective date:

- (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer \_\_\_\_\_ (insert amount) of the cost of the survey at closing, if closing occurs.
- (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller, at Seller's expense, will obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to Buyer and the title company within 20 days after Seller receives notice that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for Seller to deliver an acceptable survey within the time required. ~~Buyer will reimburse Seller \_\_\_\_\_ (insert amount) of the cost of the new or updated survey at closing, if closing occurs.~~

C. Buyer's Objections to the Commitment and Survey:

- (1) Within 10 days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a

special flood hazard area (an "A" or "V" zone as defined by FEMA). If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

**7. PROPERTY CONDITION:**

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Feasibility Period: Buyer may terminate this contract for any reason within 90 days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.)

(1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 100.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Not later than 3 days after the effective date, Buyer must pay Seller \$ \_\_\_\_\_ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Buyer must:  
(a) employ only trained and qualified inspectors and assessors;  
(b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;  
(c) abide by any reasonable entry rules or requirements of Seller;  
(d) not interfere with existing operations or occupants of the Property; and  
(e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

- (3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

- (1) Delivery of Property Information: Within 10 days after the effective date, Seller will deliver to Buyer: *(Check all that apply.)*
- (a) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- (d) copies property tax statements for the Property for the previous 2 calendar years;
- (e) plats of the Property;
- (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
- (g) \_\_\_\_\_

- (2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*
- (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied; and
- (c) deliver copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

- E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. **LEASES:**

- A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:
- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any advance sums paid by a tenant under any lease;

- (4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within \_\_\_\_\_ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than \_\_\_\_\_ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1938 – Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

**9. BROKERS:**

A. The brokers to this sale are:

Principal Broker: Traditions Real Estate Cooperating Broker: None

Agent: W. Spencer Clements, Jr. Agent: \_\_\_\_\_

Address: 2100 Traditions Blvd. Address: \_\_\_\_\_  
Bryan, Texas 77807

Phone & Fax: (281) 250-0838 Phone & Fax: \_\_\_\_\_

E-mail: sclements@traditionsreal E-mail: \_\_\_\_\_

License No.: estate.com 602775 License No.: \_\_\_\_\_

Principal Broker: (Check only one box)  
 represents Seller only.  
 represents Buyer only.  
 is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: (Check only (1) or (2) below.)  
 (Complete the Agreement Between Brokers on page 13 only if (1) is selected.)

(1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

(2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:	Cooperating Broker a total cash fee of:
<input checked="" type="checkbox"/> <u>7.000</u> % of the sales price.	<input type="checkbox"/> _____ % of the sales price.
<input type="checkbox"/> _____	<input type="checkbox"/> _____

The cash fees will be paid in Brazos County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

*NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.*

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

**10. CLOSING:**

- A. The date of the closing of the sale (closing date) will be on or before the later of:
- (1)  30 days after the expiration of the feasibility period.  
 \_\_\_\_\_ (specific date).  
 \_\_\_\_\_
  - (2) 7 days after objections made under Paragraph 6C have been cured or waived.
- B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.
- C. At closing, Seller will execute and deliver, at Seller's expense, a  general  special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
- (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
  - (2) without any assumed loans in default; and
  - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
- (1) tax statements showing no delinquent taxes on the Property;
  - (2) an assignment of all leases to or on the Property;
  - (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
  - (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
  - (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
  - (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.
- E. At closing, Buyer will:
- (1) pay the sales price in good funds acceptable to the title company;
  - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
  - (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
    - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
    - (b) specifies the exact dollar amount of the security deposit;
  - (4) sign an assumption of all leases then in effect; and
  - (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.
- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

- 11. POSSESSION:** Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

**12. SPECIAL PROVISIONS:** The following special provisions apply and will control in the event of a conflict with other provisions of this contract. (If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)

See Addendum

**13. SALES EXPENSES:**

A. Seller's Expenses: Seller will pay for the following at or before closing:

- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;
- (4) preparation of the deed;
- (5) one-half of any escrow fee;
- (6) costs to record any documents to cure title objections that Seller must cure; and
- (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:

- (1) all loan expenses and fees;
- (2) preparation of any deed of trust;
- (3) recording fees for the deed and any deed of trust;
- (4) premiums for flood insurance as may be required by Buyer's lender;
- (5) one-half of any escrow fee;
- (6) other expenses that Buyer will pay under other provisions of this contract.

**14. PRORATIONS:**

A. Prorations:

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental

payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

**15. DEFAULT:**

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or  
(Check if applicable)  
 enforce specific performance, or seek such other relief as may be provided by law.
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:  
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or  
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:  
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or  
(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

**16. CONDEMNATION:** If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
- B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:  
(1) Seller and the sales price will be reduced by the same amount; or  
(2) Buyer and the sales price will not be reduced.

**17. ATTORNEY'S FEES:** If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.**18. ESCROW:**

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G.  Seller  Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

**19. MATERIAL FACTS:** To the best of Seller's knowledge and belief: *(Check only one box.)*

- A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408).
- B. Except as otherwise provided in this contract, Seller is not aware of:
- (1) any subsurface: structures, pits, waste, springs, or improvements;
  - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
  - (3) any environmental hazards or conditions that materially affect the Property;
  - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
  - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
  - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
  - (7) any threatened or endangered species or their habitat on the Property;
  - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
  - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
  - (10) any condition on the Property that violates any law or ordinance.

*(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)*

**20. NOTICES:** All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

**21. DISPUTE RESOLUTION:** The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

**22. AGREEMENT OF THE PARTIES:**

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- D. Addenda which are part of this contract are: *(Check all that apply.)*
  - (1) Property Description Exhibit identified in Paragraph 2;
  - (2) Commercial Contract Financing Addendum (TAR-1931);
  - (3) Commercial Property Condition Statement (TAR-1408);
  - (4) Commercial Contract Addendum for Special Provisions (TAR-1940);
  - (5) Notice to Purchaser of Real Property in a Water District (MUD);
  - (6) Addendum for Coastal Area Property (TAR-1915);
  - (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
  - (8) Information About Brokerage Services (TAR-2501); and
  - (9) Special Provisions Addendum

*(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)*

- E. Buyer  may  may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

**23. TIME:** Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

**24. EFFECTIVE DATE:** The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

**25. ADDITIONAL NOTICES:**

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you

will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract.
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on May 16, 2016, the offer will lapse and become null and void.

**READ THIS CONTRACT CAREFULLY.** The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. **CONSULT your attorney BEFORE signing.**

Seller: Bryan / Traditions, LP

Buyer: ViaSat, Inc.

By: Traditions Acquisition Partnership GP, LLC

Attn: Tina Vallier

By (signature): [Signature]  
Printed Name: W. Steven Clem, Jr.  
Title: Vice President

By: [Signature]

By (signature): [Signature]  
Printed Name: Robert J. Blair  
Title: Vice President, Deputy General Counsel

By: \_\_\_\_\_

By: \_\_\_\_\_

By (signature): \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By (signature): \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AGREEMENT BETWEEN BROKERS**

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay \_\_\_\_\_ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- \$ \_\_\_\_\_, or
- \_\_\_\_\_ % of the sales price, or
- \_\_\_\_\_ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: \_\_\_\_\_ Cooperating Broker: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

**ATTORNEYS**

Seller's attorney: Mike Gentry  
 Address: 1515 Emerald Plaza  
College Station TX 77845  
 Phone & Fax: (979) 694-7000

Buyer's attorney: Jenny Worthy  
Sutherland, A. Smith & Proffman LLP  
 Address: 999 Peachtree St. # 2200  
Atlanta, Georgia 30309  
 Phone & Fax: (404) 853-2011

E-mail: mike.gentry@westwebblaw.com

E-mail: jenny.worthy@sutherland.com

Seller's attorney requests copies of documents, notices, and other information:  
 the title company sends to Seller.  
 Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:  
 the title company sends to Buyer.  
 Seller sends to Buyer.

**ESCROW RECEIPT**

The title company acknowledges receipt of:

- A. the contract on this day \_\_\_\_\_ (effective date);
- B. earnest money in the amount of \$ \_\_\_\_\_ in the form of \_\_\_\_\_ on \_\_\_\_\_.

Title company: \_\_\_\_\_ Address: \_\_\_\_\_

By: \_\_\_\_\_ Phone & Fax: \_\_\_\_\_

Assigned file number (GF#): \_\_\_\_\_ E-mail: \_\_\_\_\_

**Addendum to Commercial Contract-Unimproved  
Property**

This Addendum to Commercial Contract – Unimproved Property ("Addendum") is attached to and incorporated into that certain Commercial Contract – Unimproved Property ("Contract") by and between Bryan/Traditions, LP ("Seller") and ViaSat, Inc. ("Buyer").

- A. Whereas, pursuant to the Contract the Seller desires to sell and the Buyer desires to buy the real property therein described being approximately 8.6 acres of land in Brazos County, Texas ("Property"); and
- B. Whereas, Buyer and Seller desire to set forth additional terms and conditions to the Contract.

Now, therefore, in consideration of the mutual covenants herein expressed and as set forth in the Contract, the Seller and Buyer agree as follows:

- 1. Conflict. In the event of any conflict or ambiguity as between the Contract and this Addendum, this Addendum shall control.
- 2. Property. The description of the Property at Exhibit A and the Option Property at Exhibit B of the Contract shall be amended and restated with the metes and bounds description of the Property and the Option Property provided in conjunction with the survey procured by Seller, pursuant to Paragraph 6.B. of the Contract.
- 3. Earnest Money Deposit. The time period of three (3) days referenced in Paragraph 5.A. of the Contract shall be deleted in its entirety and replaced with a time period of five (5) days, such that the Earnest Money shall be deposited by the Buyer with the title company not later than five (5) days from the effective date of the Contract.
- 4. Buyer's Objections to the Commitment and Survey. Section 6C of the Contract is hereby deleted in its entirety and replaced with the following:

"On or before the date that is fifteen (15) days prior to the expiration of the Feasibility Date, Buyer may object in writing to matters disclosed in the commitment, copies of the documents evidencing the exceptions, and any required survey if (a) the matters disclosed are a restriction upon the Property or constitute a defect, lien or encumbrance to title other than those permitted by this Contract or liens that Seller will satisfy at Closing or Buyer will assume at Closing, or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the Buyer makes title objections as referenced in this paragraph the Seller shall have no obligation to cure such objections, and the Buyer's sole remedy shall be the right to terminate as provided for in Paragraph 7.B."

- 5. Leases. Section 8 of the Contract is hereby deleted in its entirety and replaced with "Intentionally Omitted".
- 6. Covenant. The Property is part of the Additional Property, as that term is defined in the Declaration of Restrictive Covenants and Easements for The BioCorridor District, dated April 29, 2013 and recorded as Document Number 01154165 and at Book OR, Volume 11313, Page 1, in the real property records of Brazos County, Texas (as amended, supplemented or otherwise modified from time to time, the "BioCorridor Declaration"). Contemporaneously with Closing, Seller shall execute and record an amendment to the BioCorridor Declaration (the "Declaration Amendment"), which amendment shall be in form and substance reasonably acceptable to Buyer and shall provide for the following: (1) the addition of the Property to the definition of Property (as defined in the Declaration) and the annexation of the Property into the District, (2) a restriction to be imposed on the Property limiting the use of the Property to the

Development Purpose (as hereinafter defined) for the first (1<sup>st</sup>) twenty (20) years following the recordation date of the Declaration Amendment and (3) the Repurchase Option described in Section 7 hereof. Within thirty (30) days following the Effective Date of the Contract, Seller shall deliver a draft of the Declaration Amendment to Buyer for review and approval and the parties shall agree on the form of such Declaration Amendment prior to the expiration of the Feasibility Period.

For purposes of this Section 6, the "Development Purpose" shall mean an office building or buildings encompassing not less than approximately 75,000 square feet of office space and related surface parking or other parking facilities.

7. **Repurchase Option.** Prior to the expiration of the Feasibility Period, the Buyer and Seller shall agree on the terms, conditions and form of a repurchase option to be included in the form of Declaration Amendment (the "**Repurchase Option**") by which the Seller will have the right to repurchase the Property if the Buyer fails to commence construction at the Property in accordance with the Development Purpose within eighteen (18) months following the Closing Date. If the Seller elects to exercise the Repurchase Option, the purchase price to be paid by Seller for the Property shall be the Buyer's actual Purchase Price of the Property.

Additionally, prior to the closing of the Option Property (as defined below), Buyer and Seller shall negotiate a new amendment to the BioCorridor Declaration, in form and substance reasonably acceptable to the parties (the "**Option Property Amendment**") which amendment shall set forth a separate repurchase option for Seller as to the Option Property, and which shall be substantially similar to the Repurchase Option. Under the terms of the Option Property Amendment, Seller shall have the right to repurchase the Option Property if Buyer fails to commence construction of the surface parking area or other parking facilities or an expansion of the then-existing uses of the Property, within eighteen (18) months following the closing of the Option Property (the "**Option Property Repurchase**"). If the Seller elects to exercise the Option Property Repurchase, the purchase price to be paid by Seller for the Option Property shall be the Buyer's actual Purchase Price of the Option Property.

For purposes of this Section 7, Buyer shall be deemed to have commenced construction at the Property (or the Option Property, as applicable) if Buyer has begun any site work at the Property, including, grading, surfacing, or any movement or excavation of dirt and soils in connection with the construction process.

8. **Option for Additional Land.** At Closing, Seller shall give Buyer an option (the "**Option**") to purchase an additional 4.43 acres of real property situated adjacent to the Property ("**Option Property**") as described on **Exhibit B** hereto. The Option will be subject to the conditions and agreements set forth in the form of the option to be agreed upon prior to the expiration of the Feasibility Period, but which shall include the following terms:
- a. **Term.** The Option on the Option Property will expire sixty (60) months after the Closing Date (the "**Option Term**").
  - b. **Price.** During the Option term, the price to be paid by the Buyer for the Option Property shall be as follows:
    - i. \$6.00 per square foot if the Closing on the Option Property occurs on or before December 31, 2017;
    - ii. \$7.00 per square foot if the Closing on the Option Property occurs after December 31, 2017, and on or before December 31, 2018;
    - iii. \$7.50 per square foot if the Closing on the Option Property occurs after December 31, 2018, and on or before December 31, 2019; and
    - iv. \$8.00 per square foot if the Closing on the Option Property occurs after December 31, 2019.

- c. Restrictive Covenants. The Option Property is also part of that Additional Property (as defined in the BioCorridor Declaration). Contemporaneously with closing the Option Property, Seller shall execute and record the Option Property Amendment, which amendment shall be in form and substance reasonably acceptable to Buyer and shall provide for the following: (1) the addition of the Option Property to the definition of Property (as defined in the Declaration) and the annexation of the Option Property into the District, (2) a restriction to be imposed on the Option Property limiting the use of the Option Property to (i) an expansion of the then-existing uses on the Property and/or (ii) the expansion of parking on the Option Property to accommodate the Development Purpose of the Property, which restriction shall terminate twenty (20) years following the recordation date of the Option Property Amendment and (3) the Option Property Repurchase described in Section 7 hereof.
9. Architectural Review Committee Approval. During the Feasibility Period, Seller shall cooperate with Buyer in obtaining from the Architectural Review Board (as defined in the BioCorridor Declaration) approval for (i) Buyer's intended use of the Property; (ii) site plan and building orientation; (iii) building height; and (iv) general architectural guidelines for the building.
10. Transfer of Property to Seller. The parties acknowledge that the Property is currently owned in fee simple by Bryan Commerce and Development, Inc., a Texas municipal corporation ("BCDI") and Seller has certain contractual rights to take title to the Property pursuant to a separate written agreement with BCDI. It shall be a condition to Closing, that on or before the Closing, BCDI shall have conveyed all of its ownership interests in the Property to Seller.
11. Representations and Warranties. As an inducement to Buyer to enter into the Contract and this Addendum and to purchase the Property, Seller warrants and represents to Buyer, as follows:
- a. Seller has the full corporate authority and power to enter into and carry out the terms of the Contract and this Addendum.
  - b. The execution and delivery of the Contract and this Addendum and the consummation of the transactions herein contemplated in compliance with the terms and conditions of the Contract and this Addendum will not conflict with or, without the giving of notice or passage of time, result in the breach of any term or provision of or constitute a default under any instrument or agreement which the Seller is a party or to which the assets of the Seller are bound or any judgment, order or decree of any court having jurisdiction over the Seller or its properties.
  - c. No lawsuit or any other legal proceeding has been filed as to the Property, nor to Seller's knowledge, has any such lawsuit or legal proceeding been threatened.
  - d. To the Seller's knowledge, the Property is not subject to any special assessments by any governmental entity. Seller is the 'Declarant' under the BioCorridor Declaration and pursuant to Paragraph 1(4) of the BioCorridor Declaration, Seller has the authorization to amend the BioCorridor Declaration without the approval of any other Owner or Mortgagee (as those terms are defined in the BioCorridor Declaration) if such amendment has no adverse effect on any such Owner or Mortgagee.
  - e. No labor has been performed or material furnished for the Property for which the Seller has not heretofore fully paid, or for which a mechanics' or materialmen's lien or liens or any other lien can be claimed by any other person, party or entity.
  - f. There are no condemnation or eminent domain proceedings pending or, to the Seller's knowledge, contemplated against the Property, any part thereof or any existing access

to the Property and the Seller has received no notice of the desire of any public authority or other entity to use the Property or any part thereof.

- g. To the Seller's knowledge and with no duty or responsibility to investigate, the Property is free from any and all hazardous or toxic substances, materials or wastes and there are no PCB's, underground storage tanks or asbestos on or in the Property.
- h. Seller is not a "foreign person" pursuant to Section 1445 to the Internal Revenue Code of 1986 (as amended) nor is the sale of the Property subject to any withholding requirements imposed by the Internal Revenue Code.
- i. Except as contemplated in the Contract, Seller will not further sell, convey, assign, pledge, encumber, lease or contract to sell, convey, assign, pledge, encumber or lease all or any part of the Property, nor restrict the use of all or any part of the Property, nor take or cause to be taken any action in conflict with the Contract and this Addendum. Seller additionally hereby represents and warrants that no rights of first refusal, right of first offer, or similar agreements exist in connection with the Property which would in any way interfere with Buyer's ability to purchase the Property as provided herein, or which is in any way in contravention of the spirit and intent of the Contract or this Addendum.
- j. Seller has not received any written notification from any governmental or public authority stating that the Property in violation of any applicable building, use, occupancy, zoning or law or ordinance. Further, to Seller's knowledge, the Property is not in violation of any applicable building, use, occupancy, zoning or law or ordinance.

Seller's representations and warranties contained in this Paragraph 11 shall survive for a period of twelve (12) months from the date of Closing.

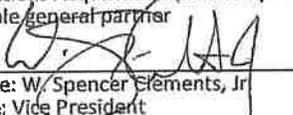
- 12. **Assignment.** Notwithstanding anything contained in the Contract to the contrary, Buyer may assign this contract without Seller's prior consent. If Buyer assigns the Contract, Buyer will be relieved of any future liability under the contract if the assignee assumes, in writing, all obligations and liability of Buyer under the Contract.
- 13. **Execution.** This Addendum may be executed in multiple counterparts and a fax or scanned and emailed copy of the signatures of the Seller and Buyer shall be effective for all purposes without the necessity of delivering an original signature.
- 14. **Contract Effective Date.** This Addendum is executed contemporaneous with the Contract and shall have the same effective date as the Contract.
- 15. **Counterparts.** The Contract and this Addendum may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Contract.

[signatures on following page]

SELLER:

BRYAN/TRADITIONS, LP

By: Traditions Acquisition Partnership GP, LLC,  
its sole general partner

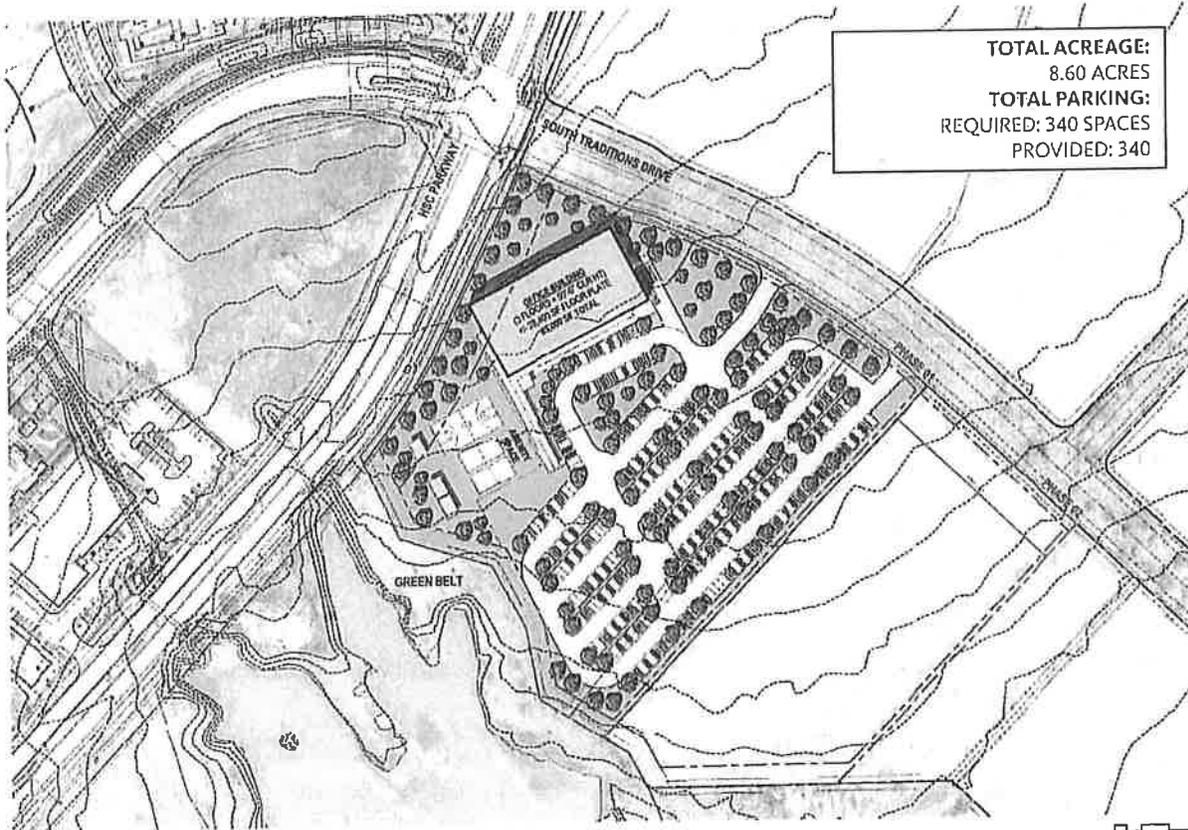
By:   
Name: W. Spencer Clements, Jr.  
Title: Vice President

[signatures continue on following page]

BUYER:

VIASAT, INC.

By:   
Name: ROBERT J. BLAIR  
Title: vice president  
Deputy general counsel.

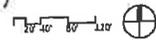


**TOTAL ACREAGE:**  
8.60 ACRES  
**TOTAL PARKING:**  
REQUIRED: 340 SPACES  
PROVIDED: 340

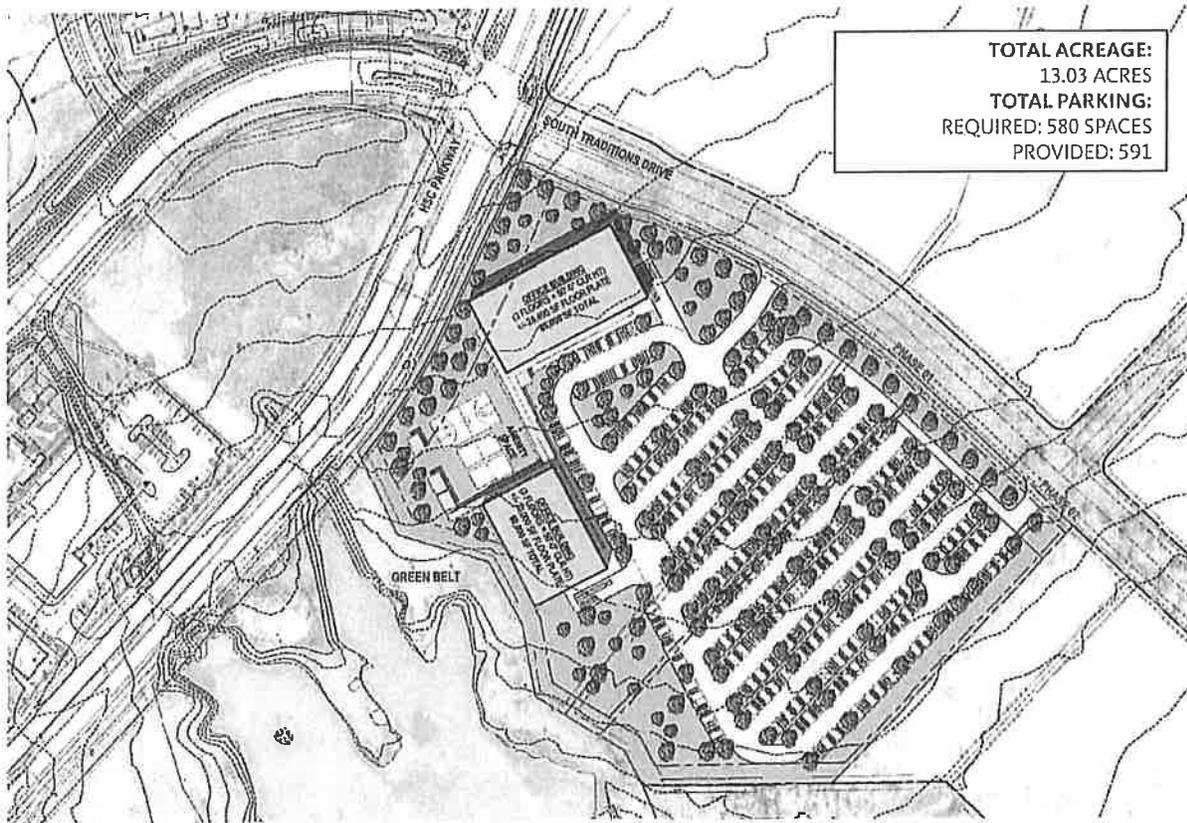
**CONCEPT SITE PLAN - PHASE I**

BIOCORRIDOR PLANNED DEVELOPMENT DISTRICT | COLLEGE STATION, TEXAS

FEBRUARY | 2016



VIASAT | Gonster

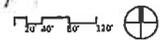


**TOTAL ACREAGE:**  
13.03 ACRES  
**TOTAL PARKING:**  
REQUIRED: 580 SPACES  
PROVIDED: 591

**CONCEPT SITE PLAN - PHASE II**

BioCORRIDOR PLANNED DEVELOPMENT DISTRICT | COLLEGE STATION, TEXAS

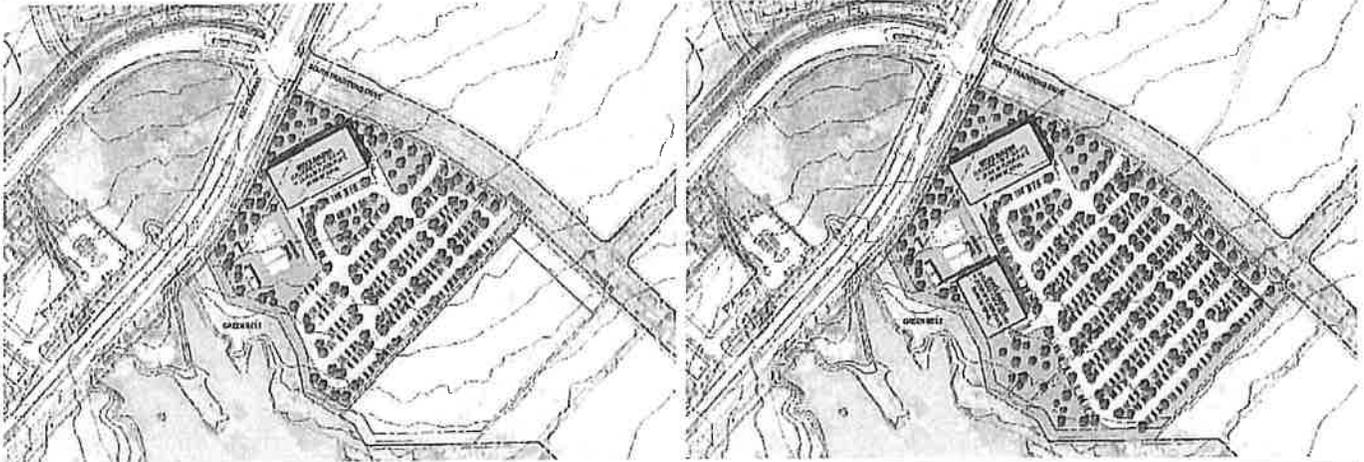
FEBRUARY | 2016



VIASAT | **Genstar**

CONCEPT SITE PLAN - PHASE I

CONCEPT SITE PLAN - PHASE II



	Building Area:	Building Footprint:	Building Height:	Amenity Space:	Parking Provided:	Parking Required:	Total Acreage:
Phase I:	85,000 SF	28,400 SF	50'-0" MAX	20,000 SF	340 spaces	340 spaces	8.60 acres
Phase II:	60,000 SF	20,000 SF	50'-0" MAX		251 spaces	240 spaces	4.43 acres
Totals:	145,000 SF	48,400 SF	50'-0" MAX	20,000 SF	591 spaces	580 spaces	13.03 acres

CONCEPT SITE PLAN ANALYSIS





## Legislation Details (With Text)

<b>File #:</b>	16-0702	<b>Version:</b>	1	<b>Name:</b>	Greens Prairie Substation Ring Bus Modifications and Transformer No. 2 Relocation
<b>Type:</b>	Contract	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	10/18/2016	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	11/10/2016	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Presentation, possible action, and discussion regarding approval of a contract between the City of College Station (COCS) and Saber Power Services in the amount of \$2,986,103.45 for the purpose of modifying the ring bus and relocating transformer number 2 at Greens Prairie Substation.				
<b>Sponsors:</b>	Timothy Crabb				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Bid Tab</a>				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of a contract between the City of College Station (COCS) and Saber Power Services in the amount of \$2,986,103.45 for the purpose of modifying the ring bus and relocating transformer number 2 at Greens Prairie Substation.

### Relationship to Strategic Goals:

- Core Services and Infrastructure

### Recommendation(s):

Staff recommends approval of the contract.

### Summary:

The Greens Prairie Substation is a joint use substation site with Bryan Texas Utilities (BTU) located off old Arrington Road. The COCS portion of this substation was built in 1995 and was designed as a radial tap with two substation transformers off the ring bus, which has led to multiple outage of both transformers in the recent past due to the configuration of this substation. The substation design also does not provide fire protection to meet current standards for these transformers with either a wall or proper spacing. COCS has worked with McCord Engineering to redesign the COCS portion of this substation to separate the transformers on the ring bus and to move transformer number 2 to a new location. This project was then bid out for construction. On September 29, 2016, seven (7) sealed bids were received and opened in response to Bid #17-001. These bids were evaluated and the bid submitted by Saber Power Services was found to be the lowest bid in full compliance with the bid requirements. Staff recommends the approval of this contract in the amount of \$2,986,103.45.

Reviewed and Approved by Legal: Yes

### Budget & Financial Summary:

Budget for this project is included in the Electric Capital Improvement Projects Fund.

Attachments:

Bid Tab #17-001

## BID SCHEDULE GREENS PRAIRIE SUBSTATION RING BUS MODIFICATIONS AND TRANSFORMER NO. 2 RELOCATION

### CITY'S MODIFIED BID SUMMARY

Group	Group Description	Saber Power	Chapman Construction <sup>2</sup>	3-Phase Line Construction <sup>1</sup>	Malone & Associates	Ernest P. Breaux Electrical	Brandt Industrial
A	Structures	86,124.82	76,483.84	130,680.58	67,872.71	66,650.00	98,312.44
B	Three Pole Group Operated Air Break Switches and Accessories	62,744.30	46,279.66	90,195.00	99,100.89	64,000.00	62,052.05
C	Surge Arresters	24,769.56	18,821.91	41,877.00	25,295.58	19,950.00	37,971.99
D	Single Pole Disconnect Switches	43,457.22	41,123.70	57,492.00	29,375.10	40,950.00	67,249.80
E	145 kV Gas Circuit Breakers and/or Circuit Switchers	215,030.45	212,100.02	252,695.00	246,480.70	231,880.00	234,260.54
F	Vacuum Substation Circuit Breakers and/or Reclosers	218,606.76	214,777.85	252,695.00	218,162.59	231,260.00	229,774.87
G	Meters, Relays, and Instrument Transformers	248,511.25	211,126.01	284,103.00	289,966.49	257,580.00	298,220.20
H	Transformers	884,836.13	880,946.68	880,871.00	981,206.81	918,718.00	959,343.11
J	Communications and Supervisory Control Equipment	70,551.47	13,156.98	13,798.00	26,982.05	97,450.00	37,402.91
K	Conduit, Cabling and Wiring Modifications	386,563.01	172,250.52	174,850.00	206,316.43	409,000.00	235,363.18
L	Foundations	206,265.50	345,923.22	268,508.00	154,249.10	476,550.00	238,900.78
M	Site Preparation	220,602.13	320,647.11	259,066.55	325,683.60	481,122.00	949,726.11
O	Station Grounding	49,627.33	22,309.44	84,726.00	68,237.27	210,000.00	46,732.63
P	Substation Electrical Control Enclosure	67,950.63	40,882.28	38,580.00	23,954.82	36,950.00	84,618.98
R	Acceptance Testing	95,203.35	250,070.26	180,664.67	267,046.83	228,940.00	333,669.61
Z	Miscellaneous Equipment	105,259.54	121,638.34	163,690.00	199,933.09	128,000.00	176,222.98
<b>GRAND TOTAL BID - ALL GROUPS</b>		<b>2,986,103.45</b>	<b>2,988,537.82</b>	<b>3,174,491.80</b>	<b>3,229,864.06</b>	<b>3,899,000.00</b>	<b>4,089,822.18</b>
5% Bid Bond Included		Yes	Yes	Yes	Yes	Yes	Yes
Addendums Included		1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4

**Foot Notes**

- 1 Exception taken to the Standard Form of Agreement Liquidated Damages, Warranty, Payment to Subcontractors, Indemnity, Release and Insurance. This is not acceptable. Bid price includes spreading excess soil on site. This is not acceptable. Bid price is not firm on Item B-222. This is not acceptable. Bid price for Item L-131 is listed as \$0.00. The City of College Station cannot accept these exceptions, so the bid has been deemed non-conforming and non-responsive.
- 2 Bid price for Item K-2.2 \$0.00. Acceptable only if Bidder agrees to hold price to \$0.00.

Items J-700 and J-900 are duplicate units to Items G-700 and G-900. Items J-700 and J-900 have been changed to \$0.00 for all Bidder's for the evaluation. Chapman Construction already had bid \$0.00 for these items.

Price adjusted due to rounding or addition problems.



## Legislation Details (With Text)

**File #:** 16-0705      **Version:** 1      **Name:** Bee Creek Sanitary Sewer Line  
**Type:** Contract      **Status:** Consent Agenda  
**File created:** 10/24/2016      **In control:** City Council Regular  
**On agenda:** 11/10/2016      **Final action:**  
**Title:** Presentation, possible action, and discussion regarding construction contract 17300010 with Elliott Construction, LLC, in the amount of \$4,576,851 for Phase 2 of the Bee Creek Sanitary Sewer Trunk Line Rehabilitation.  
**Sponsors:** Donald Harmon  
**Indexes:**  
**Code sections:**  
**Attachments:** [17-003 Bid Tabulation](#)  
[Bee Creek Sewer Trunk Line - Project Location Map](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding construction contract 17300010 with Elliott Construction, LLC, in the amount of \$4,576,851 for Phase 2 of the Bee Creek Sanitary Sewer Trunk Line Rehabilitation.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: This project includes the installation of approximately 2,000 linear feet of 60-inch and 4000 linear feet of 54-inch sanitary sewer main along Bee Creek from Carter’s Creek Wastewater Treatment Plant to west of State Highway 6. This is the second of four phases to replace the Bee Creek Trunk Line which runs from Carters Creek Wastewater Treatment Plant to approximately 1,100 feet west of Jones Butler Road.

Much of the existing Bee Creek Trunk line was constructed in 1973 and was shown to have several surcharging line segments in the 2011 Wastewater Master Plan prepared by HDR, Inc. This project will install a gravity line to increase the system capacity of the Bee Cree Trunk Line to accept the ultimate build-out demand anticipated.

Budget & Financial Summary: A budget of \$14,295,000 is included for this project in the Wastewater Capital Improvement Projects Fund. This budget is for all four phases of the project. Phase 1 is complete and this construction contract for phase 2 is within the amount estimated and included in the project budget for construction.

Attachments:

1. Construction Contract No. 17300010 - On File in City Secretary’s Office
2. Bid Tabulation ITB #17-003
3. Project Location Map





City of College Station - Purchasing Division  
 Bid Tabulation for #17-003  
 "Bee Creek Sanitary Sewer Trunk Line Rehabilitation - Phase 2"  
 Open Date: Friday, October 7, 2016 @ 2:00 p.m.

Item No.	Quantity	Unit	Item Description	Elliott Construction, LLC		SER Construction Partners, LLC.		Huff & Mitchell, Inc.		BRH-Garver Construction, L.P.		S.J. Louis Construction of Texas, Ltd.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
<b>GENERAL</b>													
1	1	LS	Mobilization	\$255,000.00	\$255,000.00	\$367,000.00	\$367,000.00	\$400,000.00	\$400,000.00	\$300,000.00	\$300,000.00	\$200,000.00	\$200,000.00
2	1	LS	Traffic Control	\$15,000.00	\$15,000.00	\$20,150.00	\$20,150.00	\$12,000.00	\$12,000.00	\$7,500.00	\$7,500.00	\$20,000.00	\$20,000.00
3	8	AC	Clearing and Grubbing	\$5,000.00	\$40,000.00	\$5,680.00	\$45,440.00	\$7,000.00	\$56,000.00	\$5,500.00	\$44,000.00	\$10,000.00	\$80,000.00
4	1	LS	Erosion and Sedimentation Control	\$35,000.00	\$35,000.00	\$28,300.00	\$28,300.00	\$40,000.00	\$40,000.00	\$13,900.00	\$13,900.00	\$38,000.00	\$38,000.00
5	7,226	LF	Trench Safety	\$4.00	\$28,904.00	\$0.10	\$722.60	\$1.00	\$7,226.00	\$1.00	\$7,226.00	\$0.01	\$72.26
6	1	LS	Bypass Pumping	\$65,000.00	\$65,000.00	\$102,000.00	\$102,000.00	\$50,000.00	\$50,000.00	\$296,500.00	\$296,500.00	\$125,000.00	\$125,000.00
<b>Subtotal - General Items</b>				<b>\$438,904.00</b>		<b>\$563,612.60</b>		<b>\$565,226.00</b>		<b>\$669,126.00</b>		<b>\$463,072.26</b>	
<b>SEWER LINE DEMOLITION</b>													
7	1	EA	Remove 8" DIP Aerial Crossing	\$2,500.00	\$2,500.00	\$363.00	\$363.00	\$6,500.00	\$6,500.00	\$1,900.00	\$1,900.00	\$10,000.00	\$10,000.00
8	1	EA	Remove 27" DIP Aerial Crossing	\$2,500.00	\$2,500.00	\$447.00	\$447.00	\$6,500.00	\$6,500.00	\$3,800.00	\$3,800.00	\$11,000.00	\$11,000.00
9	1	EA	Remove 30" DIP Aerial Crossing	\$2,500.00	\$2,500.00	\$613.00	\$613.00	\$6,500.00	\$6,500.00	\$3,800.00	\$3,800.00	\$12,000.00	\$12,000.00
10	6	LF	Remove Existing 8" Sewer Line	\$10.00	\$60.00	\$22.00	\$132.00	\$20.00	\$120.00	\$100.00	\$600.00	\$15.00	\$90.00
11	7	LF	Remove Existing 10" RCP SS	\$10.00	\$70.00	\$23.00	\$161.00	\$20.00	\$140.00	\$90.00	\$630.00	\$15.00	\$105.00
12	95	LF	Remove Existing 24" Sewer Line	\$20.00	\$1,900.00	\$20.00	\$1,900.00	\$6.00	\$570.00	\$60.00	\$5,700.00	\$25.00	\$2,375.00
13	80	LF	Remove Existing 27" Sewer Line	\$20.00	\$1,600.00	\$21.00	\$1,680.00	\$6.00	\$480.00	\$60.00	\$4,800.00	\$25.00	\$2,000.00
14	222	LF	Remove Existing 30" Sewer Line	\$20.00	\$4,440.00	\$23.00	\$5,106.00	\$4.00	\$888.00	\$60.00	\$13,320.00	\$35.00	\$7,770.00
15	159	LF	Flowable Fill Existing 8" Sewer Line	\$8.00	\$1,272.00	\$36.00	\$5,724.00	\$5.00	\$795.00	\$50.00	\$7,950.00	\$8.00	\$1,272.00
16	919	LF	Flowable Fill Existing 27" Sewer Line	\$33.00	\$30,327.00	\$45.00	\$41,355.00	\$30.00	\$27,570.00	\$48.00	\$44,112.00	\$34.00	\$31,246.00
17	308	LF	Flowable Fill Existing 30" Sewer Line	\$40.00	\$12,320.00	\$52.00	\$16,016.00	\$35.00	\$10,780.00	\$71.00	\$21,868.00	\$41.00	\$12,628.00
18	50	LF	Remove Existing 12" Asbestos Cement Water Line	\$50.00	\$2,500.00	\$132.00	\$6,600.00	\$12.00	\$600.00	\$117.00	\$5,850.00	\$125.00	\$6,250.00
19	79	SY	Remove Existing Asphalt Pavement	\$10.00	\$790.00	\$5.50	\$434.50	\$10.00	\$790.00	\$41.00	\$3,239.00	\$65.00	\$5,135.00
20	30	LF	Remove Existing 36" Storm Sewer	\$20.00	\$600.00	\$11.50	\$345.00	\$6.00	\$180.00	\$97.00	\$2,910.00	\$35.00	\$1,050.00
21	9	SF	Remove Existing Concrete Sidewalk	\$25.00	\$225.00	\$4.50	\$40.50	\$12.00	\$108.00	\$70.00	\$630.00	\$45.00	\$405.00
22	1	LS	Demo WWTP Drainage Structure Top and Backfill w/Cement Stabilized Sand	\$980.00	\$980.00	\$3,385.00	\$3,385.00	\$8,000.00	\$8,000.00	\$2,300.00	\$2,300.00	\$12,000.00	\$12,000.00
23	1	LS	Remove Existing 15" DIP Culvert	\$200.00	\$200.00	\$610.00	\$610.00	\$600.00	\$600.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00



City of College Station - Purchasing Division  
 Bid Tabulation for #17-003  
 "Bee Creek Sanitary Sewer Trunk Line Rehabilitation - Phase 2"  
 Open Date: Friday, October 7, 2016 @ 2:00 p.m.

Item No.	Quantity	Unit	Item Description	Elliott Construction, LLC		SER Construction Partners, LLC.		Huff & Mitchell, Inc.		BRH-Garver Construction, L.P.		S.J. Louis Construction of Texas, Ltd.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
24	14	EA	Abandon Existing Sanitary Sewer Manhole	\$400.00	\$5,600.00	\$550.00	\$7,700.00	\$3,000.00	\$42,000.00	\$1,600.00	\$22,400.00	\$1,000.00	\$14,000.00
25	4	EA	Remove Existing Sanitary Sewer Manhole	\$700.00	\$2,800.00	\$300.00	\$1,200.00	\$900.00	\$3,600.00	\$3,000.00	\$12,000.00	\$2,750.00	\$11,000.00
<b>Subtotal - Sewer Line Demolition Items</b>				<b>\$73,184.00</b>		<b>\$93,812.00</b>		<b>\$116,721.00</b>		<b>\$158,609.00</b>		<b>\$141,326.00</b>	
<b>STORM SEWER LINE</b>													
26	30	CY	WWTP Ditch Grading & Excavation	\$20.00	\$600.00	\$34.00	\$1,020.00	\$35.00	\$1,050.00	\$190.00	\$5,700.00	\$35.00	\$1,050.00
27	1	LS	Drainage Channel Lowering (Per Sheet 9 Detail)	\$20,000.00	\$20,000.00	\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00	\$18,500.00	\$18,500.00	\$14,500.00	\$14,500.00
28	2	EA	36" Plug	\$250.00	\$500.00	\$240.00	\$480.00	\$350.00	\$700.00	\$684.00	\$1,368.00	\$300.00	\$600.00
29	79	SY	Rock Rip Rap	\$80.00	\$6,320.00	\$71.00	\$5,609.00	\$65.00	\$5,135.00	\$198.00	\$15,642.00	\$57.00	\$4,503.00
30	1	EA	Sidewalk Crossing Structure (Per Sheet 9 Detail)	\$4,000.00	\$4,000.00	\$1,200.00	\$1,200.00	\$3,000.00	\$3,000.00	\$5,347.00	\$5,347.00	\$5,000.00	\$5,000.00
31	40	LF	Remove and Replace 30" HDPE	\$50.00	\$2,000.00	\$100.00	\$4,000.00	\$75.00	\$3,000.00	\$72.00	\$2,880.00	\$77.00	\$3,080.00
32	40	LF	Remove and Replace 5'X2' RCB	\$80.00	\$3,200.00	\$600.00	\$24,000.00	\$250.00	\$10,000.00	\$286.00	\$11,440.00	\$376.00	\$15,040.00
33	2	EA	18" 3:1 Sloped Headwall	\$1,300.00	\$2,600.00	\$1,800.00	\$3,600.00	\$800.00	\$1,600.00	\$3,100.00	\$6,200.00	\$2,500.00	\$5,000.00
34	30	LF	18" RCP C76 Class III w/ ASTM C443 Rubber Gasket	\$68.00	\$2,040.00	\$129.00	\$3,870.00	\$90.00	\$2,700.00	\$100.00	\$3,000.00	\$90.00	\$2,700.00
<b>Subtotal - Storm Sewer Line Items</b>				<b>\$41,260.00</b>		<b>\$55,779.00</b>		<b>\$37,185.00</b>		<b>\$70,077.00</b>		<b>\$51,473.00</b>	
<b>SEWER LINE</b>													
35	570	LF	66" Steel Casing Pipe by Dry Mechanical Bore (Excludes Carrier Pipe)	\$1,450.00	\$826,500.00	\$1,589.00	\$905,730.00	\$1,750.00	\$997,500.00	\$2,200.00	\$1,254,000.00	\$1,250.00	\$712,500.00
36	70	LF	72" Steel Casing Pipe by Open Cut (Excludes Carrier Pipe)	\$885.00	\$61,950.00	\$790.00	\$55,300.00	\$600.00	\$42,000.00	\$1,530.00	\$107,100.00	\$653.00	\$45,710.00
37	1,996	LF	60" Dia. Fiberglass-Reinforced Polymer Mortar Pipe (SN 72) w/Grade 4 Stone Emb.	\$377.00	\$752,492.00	\$413.00	\$824,348.00	\$335.00	\$668,660.00	\$350.00	\$698,600.00	\$538.00	\$1,073,848.00
38	3,561	LF	54" Dia. Fiberglass-Reinforced Polymer Mortar Pipe (SN 72) w/Grade 4 Stone Emb.	\$326.00	\$1,160,886.00	\$318.00	\$1,132,398.00	\$285.00	\$1,014,885.00	\$300.00	\$1,068,300.00	\$501.00	\$1,784,061.00
39	595	LF	54" Dia. Fiberglass-Reinforced Polymer Mortar Pipe (SN 72) w/Conc. Encase.	\$406.00	\$241,570.00	\$356.00	\$211,820.00	\$450.00	\$267,750.00	\$810.00	\$481,950.00	\$629.00	\$374,255.00
40	14	LF	30" Dia. Fiberglass-Reinforced Polymer Mortar Pipe (SN 72) w/Grade 4 Stone Emb.	\$303.00	\$4,242.00	\$225.00	\$3,150.00	\$600.00	\$8,400.00	\$390.00	\$5,460.00	\$217.00	\$3,038.00
41	89	LF	24" Dia. Fiberglass-Reinforced Polymer Mortar Pipe (SN 72) w/Grade 4 Stone Emb.	\$279.00	\$24,831.00	\$176.00	\$15,664.00	\$300.00	\$26,700.00	\$260.00	\$23,140.00	\$172.00	\$15,308.00
42	14	LF	18" Dia. Fiberglass-Reinforced Polymer Mortar Pipe (SN 72) w/Grade 4 Stone Emb.	\$267.00	\$3,738.00	\$159.00	\$2,226.00	\$400.00	\$5,600.00	\$330.00	\$4,620.00	\$162.00	\$2,268.00
43	1	EA	54"x24" Fiberglass-Reinforced Polymer Mortar Pipe (SN 72) Reducer	\$5,730.00	\$5,730.00	\$7,950.00	\$7,950.00	\$10,000.00	\$10,000.00	\$12,700.00	\$12,700.00	\$13,000.00	\$13,000.00
44	549	LF	8" PVC Pipe SDR 26	\$37.00	\$20,313.00	\$82.00	\$45,018.00	\$55.00	\$30,195.00	\$184.00	\$101,016.00	\$68.00	\$37,332.00
45	73	LF	8" Ductile Iron Pipe	\$60.00	\$4,380.00	\$161.00	\$11,753.00	\$95.00	\$6,935.00	\$154.00	\$11,242.00	\$79.00	\$5,767.00



City of College Station - Purchasing Division  
 Bid Tabulation for #17-003  
 "Bee Creek Sanitary Sewer Trunk Line Rehabilitation - Phase 2"  
 Open Date: Friday, October 7, 2016 @ 2:00 p.m.

Item No.	Quantity	Unit	Item Description	Elliott Construction, LLC		SER Construction Partners, LLC.		Huff & Mitchell, Inc.		BRH-Garver Construction, L.P.		S.J. Louis Construction of Texas, Ltd.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
46	115	LF	8" Ductile Iron Pipe by Open Cut on Piers w/restraints	\$190.00	\$21,850.00	\$315.00	\$36,225.00	\$600.00	\$69,000.00	\$403.00	\$46,345.00	\$507.00	\$58,305.00
47	92	LF	24" Dia. Ductile Iron Pipe (Class 200)	\$171.00	\$15,732.00	\$275.00	\$25,300.00	\$300.00	\$27,600.00	\$209.00	\$19,228.00	\$160.00	\$14,720.00
48	118	LF	24" Dia. Ductile Iron Pipe by Open Cut on Piers w/restraints (Class 200)	\$395.00	\$46,610.00	\$355.00	\$41,890.00	\$750.00	\$88,500.00	\$816.00	\$96,288.00	\$828.00	\$97,704.00
49	85	LF	54" Dia. Ductile Iron Pipe on Piers w/restraints (Class 200)	\$1,040.00	\$88,400.00	\$865.00	\$73,525.00	\$1,550.00	\$131,750.00	\$1,463.00	\$124,355.00	\$1,260.00	\$107,100.00
50	1	LS	Connect to Existing Junc. Box (Sta 0+00)	\$6,700.00	\$6,700.00	\$2,875.00	\$2,875.00	\$15,000.00	\$15,000.00	\$23,600.00	\$23,600.00	\$37,000.00	\$37,000.00
51	4	EA	Fiberglass Tee Base 5' Dia Sanitary Sewer Manhole (Up to 12' Depth)	\$17,385.00	\$69,540.00	\$10,600.00	\$42,400.00	\$15,500.00	\$62,000.00	\$16,900.00	\$67,600.00	\$31,000.00	\$124,000.00
52	12	EA	Fiberglass Tee Base 5' Dia Sanitary Sewer Manhole (Over 12' Depth)	\$19,880.00	\$238,560.00	\$9,000.00	\$108,000.00	\$16,000.00	\$192,000.00	\$19,100.00	\$229,200.00	\$33,700.00	\$404,400.00
53	3	EA	Standard 8' Dia. Sanitary Sewer Manhole (Up to 12' Depth)	\$16,380.00	\$49,140.00	\$14,000.00	\$42,000.00	\$17,000.00	\$51,000.00	\$19,800.00	\$59,400.00	\$23,000.00	\$69,000.00
54	2	EA	Standard 5' Dia. Sanitary Sewer Manhole (Up to 12' Depth)	\$6,600.00	\$13,200.00	\$4,635.00	\$9,270.00	\$5,000.00	\$10,000.00	\$11,700.00	\$23,400.00	\$15,700.00	\$31,400.00
55	3	EA	Standard 5' Dia. Sanitary Sewer Manhole (Over 12' Depth)	\$7,515.00	\$22,545.00	\$5,560.00	\$16,680.00	\$7,000.00	\$21,000.00	\$12,700.00	\$38,100.00	\$16,400.00	\$49,200.00
56	3	EA	Standard 4' Dia. Sanitary Sewer Manhole (Up to 12' Depth)	\$3,200.00	\$9,600.00	\$2,650.00	\$7,950.00	\$3,000.00	\$9,000.00	\$8,500.00	\$25,500.00	\$14,100.00	\$42,300.00
57	2	EA	Standard 4' Dia. Sanitary Sewer Manhole (Over 12' Depth)	\$4,400.00	\$8,800.00	\$4,350.00	\$8,700.00	\$5,500.00	\$11,000.00	\$9,300.00	\$18,600.00	\$15,250.00	\$30,500.00
58	6	EA	Sanitary Sewer Manhole Vent	\$3,340.00	\$20,040.00	\$3,835.00	\$23,010.00	\$4,000.00	\$24,000.00	\$3,800.00	\$22,800.00	\$7,700.00	\$46,200.00
59	1	EA	External Drop Connection for Sanitary Sewer Manhole	\$1,950.00	\$1,950.00	\$875.00	\$875.00	\$2,200.00	\$2,200.00	\$7,600.00	\$7,600.00	\$5,800.00	\$5,800.00
60	3	EA	8" Sewer Abandonment Plug	\$300.00	\$900.00	\$155.00	\$465.00	\$200.00	\$600.00	\$1,200.00	\$3,600.00	\$1,315.00	\$3,945.00
61	1	EA	10" Sewer Abandonment Plug	\$300.00	\$300.00	\$275.00	\$275.00	\$250.00	\$250.00	\$1,200.00	\$1,200.00	\$1,320.00	\$1,320.00
62	9	EA	27" Sewer Abandonment Plug	\$500.00	\$4,500.00	\$470.00	\$4,230.00	\$1,300.00	\$11,700.00	\$1,500.00	\$13,500.00	\$1,450.00	\$13,050.00
63	3	EA	30" Sewer Abandonment Plug	\$500.00	\$1,500.00	\$500.00	\$1,500.00	\$1,500.00	\$4,500.00	\$1,300.00	\$3,900.00	\$1,650.00	\$4,950.00
64	79	SY	2" Type D HMAC on 6" Crushed Limestone Base	\$110.00	\$8,690.00	\$55.00	\$4,345.00	\$70.00	\$5,530.00	\$160.00	\$12,640.00	\$120.00	\$9,480.00
65	8	AC	Hydromulch Seeding	\$1,850.00	\$14,800.00	\$2,100.00	\$16,800.00	\$1,350.00	\$10,800.00	\$1,600.00	\$12,800.00	\$3,100.00	\$24,800.00
66	285	SY	Block Sodding	\$4.00	\$1,140.00	\$4.75	\$1,353.75	\$4.00	\$1,140.00	\$11.00	\$3,135.00	\$6.00	\$1,710.00
67	651	CY	Cement Stabilized Sand Backfill	\$48.00	\$31,248.00	\$60.00	\$39,060.00	\$50.00	\$32,550.00	\$120.00	\$78,120.00	\$91.00	\$59,241.00
68	1	LS	2116 Rolling Rock Pl. Sewer Service Relocation	\$5,130.00	\$5,130.00	\$3,240.00	\$3,240.00	\$1,300.00	\$1,300.00	\$3,600.00	\$3,600.00	\$1,600.00	\$1,600.00
69	1	LS	2118 Rolling Rock Pl. Sewer Service Relocation	\$5,400.00	\$5,400.00	\$6,300.00	\$6,300.00	\$2,500.00	\$2,500.00	\$4,100.00	\$4,100.00	\$1,600.00	\$1,600.00



City of College Station - Purchasing Division  
 Bid Tabulation for #17-003  
 "Bee Creek Sanitary Sewer Trunk Line Rehabilitation - Phase 2"  
 Open Date: Friday, October 7, 2016 @ 2:00 p.m.

Item No.	Quantity	Unit	Item Description	Elliott Construction, LLC		SER Construction Partners, LLC.		Huff & Mitchell, Inc.		BRH-Garver Construction, L.P.		S.J. Louis Construction of Texas, Ltd.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
70	8	EA	Sanitary Sewer Service Connection (2100-2114 Rolling Rock Pl.)	\$1,430.00	\$11,440.00	\$1,865.00	\$14,920.00	\$1,500.00	\$12,000.00	\$1,200.00	\$9,600.00	\$1,600.00	\$12,800.00
71	7,301	LF	Post-Construction Television Inspection	\$3.00	\$21,903.00	\$2.85	\$20,807.85	\$5.00	\$36,505.00	\$3.00	\$21,903.00	\$3.00	\$21,903.00
<b>Subtotal - Sewer Line Items</b>				<b>\$3,826,250.00</b>		<b>\$3,767,353.60</b>		<b>\$3,912,050.00</b>		<b>\$4,738,242.00</b>		<b>\$5,341,115.00</b>	
<b>WATER LINE</b>													
72	50	LF	12" PVC Water line (C-900 DR 14)	\$100.00	\$5,000.00	\$47.00	\$2,350.00	\$80.00	\$4,000.00	\$279.00	\$13,950.00	\$86.00	\$4,300.00
73	4	EA	12"-45° Bend w/ retainer glands	\$450.00	\$1,800.00	\$390.00	\$1,560.00	\$700.00	\$2,800.00	\$760.00	\$3,040.00	\$1,000.00	\$4,000.00
74	1	EA	12" nipple and solid sleeve	\$900.00	\$900.00	\$415.00	\$415.00	\$700.00	\$700.00	\$2,800.00	\$2,800.00	\$700.00	\$700.00
75	1	EA	12" Gate Valve and Box	\$2,100.00	\$2,100.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$5,200.00	\$5,200.00	\$3,950.00	\$3,950.00
76	2	EA	12" Plug	\$250.00	\$500.00	\$300.00	\$600.00	\$500.00	\$1,000.00	\$1,150.00	\$2,300.00	\$500.00	\$1,000.00
<b>Subtotal - Water Line Items</b>				<b>\$10,300.00</b>		<b>\$7,925.00</b>		<b>\$11,500.00</b>		<b>\$27,290.00</b>		<b>\$13,950.00</b>	
<b>FIBER OPTICS</b>													
77	6,338	LF	4" HDPE Fiber Conduit w/4" SDR11 Interducts, Pull Rope, Tape & 18 GA Tracer w/1'X1' Cement Stabilized Sand Backfill, Min. 42" Cover	\$26.00	\$164,788.00	\$14.00	\$88,732.00	\$17.00	\$107,746.00	\$21.00	\$133,098.00	\$22.00	\$139,436.00
78	13	EA	HDPE Fiber Pull Box w/ Tier 22 Bolt Down Cover & Marker Post.	\$1,705.00	\$22,165.00	\$1,600.00	\$20,800.00	\$2,800.00	\$36,400.00	\$1,020.00	\$13,260.00	\$545.00	\$7,085.00
<b>Subtotal - Fiber Optics Items</b>				<b>\$186,953.00</b>		<b>\$109,532.00</b>		<b>\$144,146.00</b>		<b>\$146,358.00</b>		<b>\$146,521.00</b>	
<b>Total Base Bid</b>				<b>\$4,576,851.00</b>		<b>\$4,598,014.20</b>		<b>\$4,786,828.00</b>		<b>\$5,809,702.00</b>		<b>\$6,157,457.26</b>	
<b>ALTERNATE</b>													
A1.1	4	EA	Standard 8' Dia. Pre-Cast Sanitary Sewer Manhole (Up to 12' Depth)	\$14,400.00	\$57,600.00	No Bid		\$18,000.00	\$72,000.00	\$17,300.00	\$69,200.00	\$40,000.00	\$160,000.00
A1.2	12	EA	Standard 8' Dia. Pre-Cast Sanitary Sewer Manhole (Over 12' Depth)	\$16,115.00	\$193,380.00	No Bid		\$25,000.00	\$300,000.00	\$14,500.00	\$174,000.00	\$45,000.00	\$540,000.00
<b>Subtotal - Alternative #1</b>				<b>\$250,980.00</b>		<b>\$0.00</b>		<b>\$372,000.00</b>		<b>\$243,200.00</b>		<b>\$700,000.00</b>	
<b>* Total With Alternative #1</b>				<b>\$4,519,731.00</b>		<b>Not Applicable</b>		<b>\$4,904,828.00</b>		<b>\$5,756,102.00</b>		<b>\$6,329,057.26</b>	
Bid Certification				Y		Y		Y		Y		Y	
Bid Bond				Y		Y		Y		Y		Y	
Addenda Acknowledged				1,2,3		1,2,3		1,2,3		1,2,3		1,2,3	

Notes:

- \* Total with Alternative #1 is calculated by removing Items 51 and 52 and replacing them with items A1.1 and A1.2.
- \* SER Construction Partners, LLC. miscalculated the section for Sewer items. Corrected totals are highlighted in green.

# Project Location Map Bee Creek Sewer Trunk Line Phase 2

**Legend**

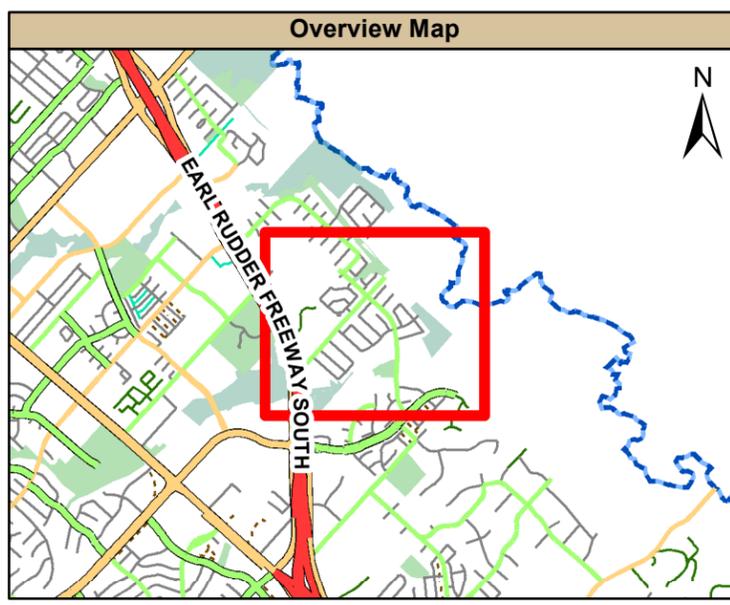
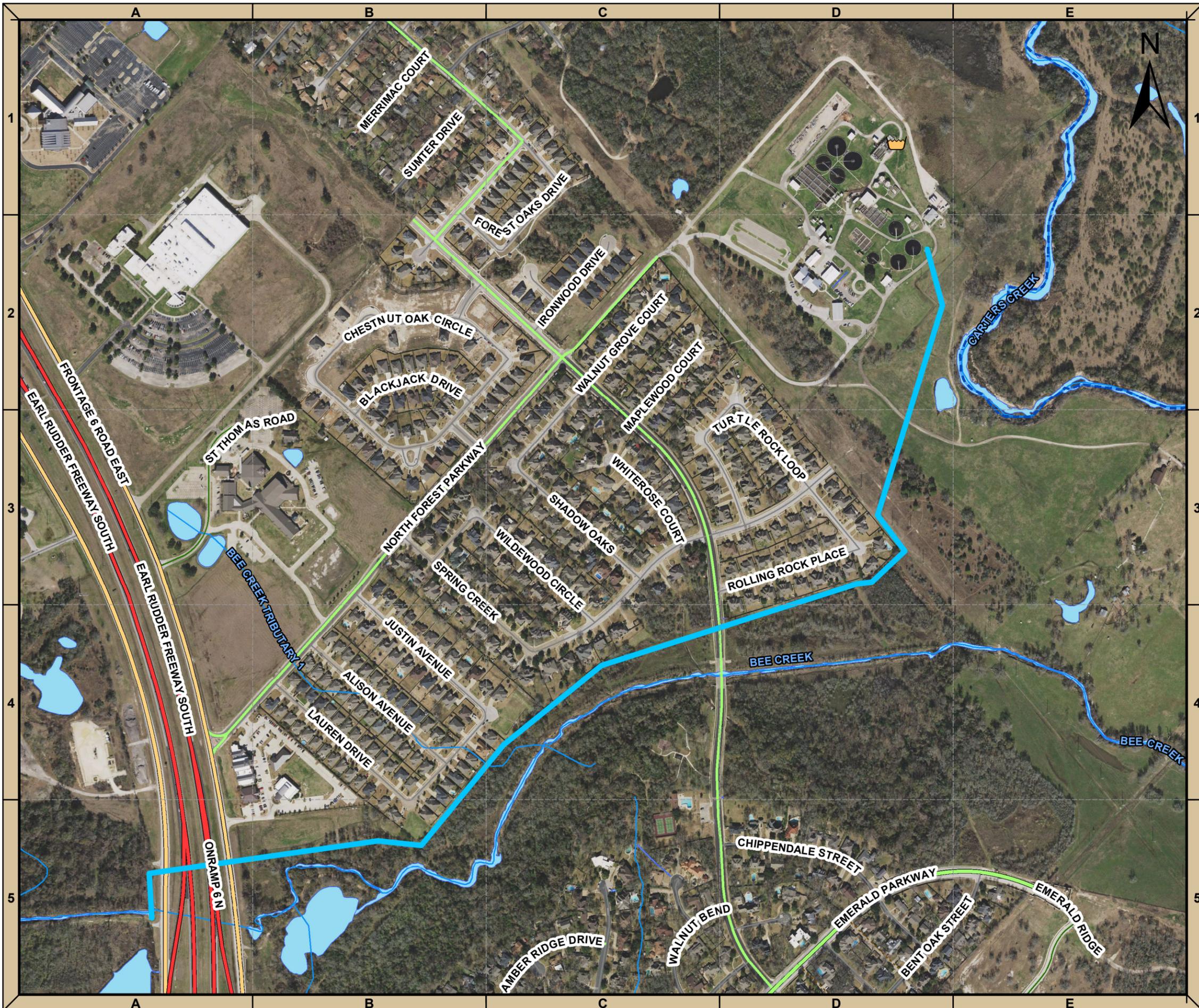
- Project Location
- Treatment Plants

**Streets**

**Functional Classification**

- FREEWAY
- MAJOR ARTERIAL
- MAJOR COLLECTOR
- MINOR COLLECTOR
- LOCAL STREET
- PRIVATE STREET
- ALLEY

- City Limit
- ETJ
- Rivers
- Water Features



DISCLAIMER: This product is 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 boundaries. No warranty is made by the City of College Station regarding specific accuracy or completeness.





## Legislation Details (With Text)

**File #:** 16-0711      **Version:** 1      **Name:** Utility Rate Ordinance Modifications  
**Type:** Ordinance      **Status:** Consent Agenda  
**File created:** 10/26/2016      **In control:** City Council Regular  
**On agenda:** 11/10/2016      **Final action:**  
**Title:** Presentation, possible action, and discussion regarding an ordinance amending Chapter 11, "Utilities" Section 11-2, "Water and Sewer Services," of the Code of Ordinances of the City of College Station, Texas having the effect of recognizing water and sewer utility rates and surcharges established by contract.  
**Sponsors:** David Coleman  
**Indexes:**  
**Code sections:** Sec. 11-2. - Water and sewer services.  
**Attachments:** [Ordinance](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding an ordinance amending Chapter 11, "Utilities" Section 11-2, "Water and Sewer Services," of the Code of Ordinances of the City of College Station, Texas having the effect of recognizing water and sewer utility rates and surcharges established by contract.

Relationship to Strategic Goals: Financially sustainable city, and Core services and infrastructure.

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

**Summary:** The attached ordinance allows water and sewer rates and surcharges to be established by contract. This is accompanied on tonight's agenda by a proposed modification to the Utility Agreement with Brazos County MUD #1 (the Southern Pointe development) whereby the City's water and sewer customers in the District will pay a 50% surcharge in lieu of water and wastewater impact fees.

These changes are necessary to implement the MUD #1 Utility Agreement, therefore staff recommends approval.

**Budget & Financial Summary:** The proposed utility rate surcharges are estimated to generate the same revenue as impact fees, over a 20 year period.

**Attachment:** Ordinance

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

AN ORDINANCE AMENDING CHAPTER 11, "UTILITIES" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY ADDING SECTION 11-2, SUBSECTION (D)(2)(e) AND SECTION 11-2, SUBSECTION (D)(3)(k), AS SET OUT BELOW; PROVIDING FOR CONTRACTED WATER AND SEWER SERVICE RATES, SURCHARGES, AND FEES; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1: That Chapter 11, "Utilities" Section 11-2, Subsection (D)(2)(e) is added to the Code of Ordinances of the City of College Station, Texas, as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.
- PART 2: That Chapter 11, "Utilities" Section 11-2, Subsection (D)(3)(k) is added to the Code of Ordinances of the City of College Station, Texas, as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.
- PART 3: That all previous ordinances in direct conflict with this ordinance are hereby superseded and repealed.
- PART 4: 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 5: This ordinance shall become effective immediately upon passage.

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

APPROVED:

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

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

APPROVED:

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

**Exhibit A**

**Section 11-2. - Water and Sewer Services**

D. Water and sewer rates, usage charges and fees.

(2) Rates for water service

(e) **Water Services Provided Under Contract.**

All customers receiving water service under contract where the water rates or surcharges or both are addressed in the contract shall pay the rates or surcharges or both, as specified in the contract.

(3) Rates for sewerage service

(k) **Sewer Services Provided Under Contract.**

All customers receiving sewer service under contract where the sewer rates or surcharges or both are addressed in the contract shall pay the rates or surcharges or both, as specified in the contract.



## Legislation Details (With Text)

<b>File #:</b>	16-0722	<b>Version:</b>	1	<b>Name:</b>	Fire Station Site
<b>Type:</b>	Agreement	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	10/28/2016	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	11/10/2016	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Presentation, possible action, and discussion to approve an amendment to the March 12, 2016, Agreement Designating Fire Station Site between the City of College Station and McAlister Opportunity Fund 2012 to designate an alternate fire station site agreed to by the parties.				
<b>Sponsors:</b>	Joe Warren				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Amd fire station site agr v 2</a>				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion to approve an amendment to the March 12, 2016, Agreement Designating Fire Station Site between the City of College Station and McAlister Opportunity Fund 2012 to designate an alternate fire station site agreed to by the parties.

Relationship to Strategic Goals: (Select all that apply)

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the proposed amendment to the Agreement Designating Fire Station Site.

Summary: On March 12, 2016, the City entered in to an agreement with McAlister Opportunity Fund 2012. This agreement provides the city with an option to purchase a designated two (2) acres of land for a Fire Station site in the Brazos County Municipal Utility District No. 1. The City received a request from McAlister Opportunity Fund 2012 to amend the agreement to provide for an alternate option site. The City Manager's Office and the Fire Department have reviewed the proposed alternate site and find it acceptable.

Budget & Financial Summary: No Funding has been approved for this future land purchase.

Attachments: First Amendment to Agreement Designating Fire Station Site

FIRST AMENDMENT TO AGREEMENT DESIGNATING FIRE STATION SITE

WHEREAS, McAlister Opportunity Fund 2012, LP (the "Developer") and the City of College Station, Texas ("City") entered into a Development Agreement effective March 12, 2015 ( the "Development Agreement") for the orderly, safe and healthful development of the land within the boundaries of Brazos County Municipal Utility District No. 1 (the "District"); and

WHEREAS, pursuant to Article V of the Development Agreement, the Developer agreed to grant the City an option to purchase a two acre fire station site within the District (the "Option Site") that will have reasonable access to the overpass located at or near the intersection of Highway 6 and the main entrance to the District; and

WHEREAS, pursuant to Section 5.1(a) of the Development Agreement, the City and Developer agreed to a location for the two acre Option Site in that certain Agreement Designating Fire Station Site dated March 12, 2016 (the "Agreement");

WHEREAS, the City and Developer now desire to amend the Agreement in order to designate a new location for the two acre Option Site; NOW THEREFORE:

IT IS AGREED AND ACKNOWLEDGED THAT:

1. The Developer and City agree that the two acre Option Site will generally be located at the location shown on Project No. PP2016-000014 for a PRELIMINARY PLAN as currently submitted (the "Preliminary Plan").
2. If the Developer's general plan or Preliminary Plan changes, the City and Developer will agree to an alternate two acre Option Site that meets the requirements of Article V of the Development Agreement.

EXECUTED TO BE EFFECTIVE as of the 10<sup>th</sup> of November, 2016.

MCALISTER FUND 2012

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE CITY OF COLLEGE STATION, TEXAS

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City Manager

APPROVED AS TO FORM:

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City Attorney



Legislation Details (With Text)

<b>File #:</b>	16-0708	<b>Version:</b>	1	<b>Name:</b>	MUD1 Utility Agreement Mod 1
<b>Type:</b>	Agreement	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	10/26/2016	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	11/10/2016	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Presentation, possible action, and discussion on a modification to the Utility Agreement with Brazos County MUD #1 to include a surcharge for water and sewer service without the charge of impact fees and other related matters.				
<b>Sponsors:</b>	David Coleman				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Amd 1 UA 11-03-16 final</a>				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a modification to the Utility Agreement with Brazos County MUD #1 to include a surcharge for water and sewer service without the charge of impact fees and other related matters.

Relationship to Strategic Goals: Core Services and Infrastructure, and a Diverse Growing Economy

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

**Summary:** Approval of this item will modify the MUD #1 Utility Agreement as follows:

- To include a surcharge for water and wastewater rates in the MUD without the charge of impact fees.
- To specify that City staff will recommend that City Council establish a Public Utility Corridor across Lick Creek Park for a sewer line to the Lick Creek Wastewater Treatment Plant. (Please note, this diversion of park land for a PUC is also on tonight’s agenda for consideration.)

This modification will allow the Southern Pointe development to proceed, therefore staff recommends approval.

**Budget & Financial Summary:** Impacts are correlated to the items above:

- The surcharge will provide the same revenue as would impact fees, but spread over approximately 20 years.
- The PUC will result in zero cost to the City.

**Attachment:**  
Modification



FIRST AMENDMENT TO UTILITY AGREEMENT

THE STATE OF TEXAS §  
COUNTY OF BRAZOS §

THIS FIRST AMENDMENT TO UTILITY AGREEMENT (the "First Amendment") made and entered into as \_\_\_\_\_, 2016, by and between the CITY OF COLLEGE STATION, TEXAS (the "City"), a municipal corporation and home-rule city located in Brazos County, Texas, and BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1, created as a body politic and corporate and a governmental agency of the State of Texas organized under the provisions of Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution, and Chapters 49 and 54, Texas Water Code, as amended (hereinafter the term "District" (as defined herein) .

WITNESSETH:

WHEREAS, the City and the District entered into a Utility Agreement dated May 16, 2016 (the "Agreement") governing the financing and construction of the Facilities (as defined in the Agreement) to serve development within the District; and

WHEREAS, the City and District now desire to amend the Agreement to include a surcharge for water and wastewater rates to pay for certain capital costs, utility capacity, and the construction water and wastewater lines through Lick Creek Park; and

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

AGREEMENT

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

Section 1. Article I, Definitions, is hereby amended by adding the following definition:

"Surcharge" shall mean a surcharge added by the City to a customer's water and/or wastewater bill to recover capital costs to provide such water and/or

wastewater services, which Surcharge is charged in lieu of impact fees.

Section 2. Article II, Section 2.02, is hereby amended and replaced in its entirety with the following:

2.02. Water Distribution and Supply Facilities. The City shall provide the District with its ultimate requirements for water production supply without the charge of impact fees or other charges for water production capacity, except as provided in this Section 2.02 and in accordance with Section 3.03. In lieu of impact fees, the City may levy a Surcharge of up to fifty per cent (50%) on then-current water rates for each customer in the District to recover the capital costs of providing such services. The City shall supply water through two water supply lines in sizes to be approved by the City, which lines will be located at the points of connection described on the map attached hereto as **Exhibit "B"** ("Water Supply Lines"). The District will pay all design, easement and construction costs for all off-site infrastructure that is required to provide City water service to the District and all on-site water infrastructure, unless the City requires any oversizing to serve land outside the District, which oversizing will be funded by the City. The District may make other points of connection to the City's water supply system as approved by the City engineer. The District will obtain any necessary off-site easements to the extent required for any Water Supply Lines to serve the District.

Section 3. Article II, Section 2.03, is replaced in its entirety with the following:

2.03. Wastewater Treatment Plant Facilities. The City and the District agree that the property located within the District is designated as part of the service area of the Lick Creek Wastewater Treatment Plant. The City represents that it has or will have sufficient capacity in the Lick Creek Wastewater Treatment Plant to treat wastewater in the District that complies with the City's ordinance(s) and regulations regarding quality of wastewater (as they may be amended from time to time), including without limitation Chapter 11 of the Code of Ordinances of the City, up to the Loading Parameters (per the 2016 BCS Unified design guidelines) for an 18" sanitary sewer line at 0.20% slope, which yields a 2,114 gallons per minute peak hour demand or 3.04 million gallons per day. If the Lick Creek Wastewater Treatment Plant does not have sufficient capacity to meet the requests of the District as they are made from time to time, the City agrees to make necessary improvements, whether temporary or permanent, to meet such needs within a reasonable time at no cost to the District and without any charge for capacity except as charges are allowed under this Section 2.03 and in accordance with Section 3.03. The Parties acknowledge that they must work together to assure that capacity is available as needed and that without the participation and reasonable actions of both Parties, the City may not be able to provide capacity on the time table requested. In lieu of impact fees and in accordance with Section 3.03, the City may levy a Surcharge of up to fifty per cent (50%) on then-current wastewater treatment rates for each customer in the District to

recover the capital costs of providing such services. The District agrees, on an annual basis, to provide the City projections of the amount of wastewater treatment capacity that will be needed by the District for the two upcoming years for the City to anticipate and plan improvements needed to meet the District's needs.

Section 4. Article II Section 2.04 is amended to add the following provisions at the end of such section.

The District plans to construct an 18" sanitary sewer line at 0.20% slope, which yields a 2,114 gallons per minute peak hour demand or 3.04 million gallons per day through Lick Creek (the "Sanitary Sewer Line"), which line will be conveyed to the City for ownership and operation upon completion. All capacity in the Sanitary Sewer Line is hereby allocated to the District. The City agrees not to allow any other entities to connect to the Sanitary Sewer Line without the consent of the District. If other entities request that the City allow them to connect to the Sanitary Sewer Line on a temporary or permanent basis, the City will refer them to the District and advise the District whether such use will aid in efficient and effective operation of the line. The District may lease or sell capacity in the Sanitary Sewer Line to such entity by written agreement, but in making the decision the District agrees to take into consideration the City's desire for the efficient and effective operation of the line and to set commercially reasonable terms for such lease or sale. The District will promptly provide the City with any agreement to sell or lease capacity in the line, and the City may thereafter allow such party to connect to the Sanitary Sewer Line, provided that nothing herein shall be construed to require the District to lease or sell capacity in the Sanitary Sewer Line which the District reasonably believes will be needed by the District. If the District leases capacity in the Sanitary Sewer Line, it shall be responsible for keeping the City apprised as to the upcoming termination of such lease so that the City can take steps to be sure such entity's connection to the Sanitary Sewer Line in closed as provided in the District's agreement with such entity.

Section 5. Article II is amended by adding Section 2.06 below.

2.06. Right of Entry. All Facilities constructed by the District and conveyed to the City shall be constructed in public easements or public rights of way, with the exception of that portion of the water and wastewater lines that may cross Lick Creek Park as provided in this section. The parties recognize that the Wastewater Point of Discharge as shown on City's Utility Plan and **Exhibit "C"** provides for the wastewater line to cross through Lick Creek Park. The District has requested that the City grant the District a right of entry to allow the District to construct the wastewater line through Lick Creek Park and to convey the line to the City as quickly as possible so that development may continue on the District's currently planned schedule. Allowing construction of the wastewater line and a water line through Lick Creek Park requires that the City follow the process set out in Chapter 26, Texas Parks and Wildlife Code. The City agrees to take all necessary action, including calling the required public hearings for the Sanitary Sewer

Line, to follow such process promptly. City staff agrees to recommend that the City allow the construction of the water and wastewater lines crossing Lick Creek Park.

Section 6. Article III, Section 3.03 Rates and Meters is hereby amended and replaced in its entirety with the following:

3.03. Rates and Meters. Subject to Sections 2.02 and 2.03 of the Agreement as amended, the City shall bill and collect fees from District customers of the water and wastewater system and shall from time to time fix such rates and charges for such customers of the system as the City, in its sole discretion, determines are necessary; provided that the rates and charges for services afforded by the system (before the Surcharges for water and sewer are added) will be equal and uniform to those charged other similar classifications of users in non-municipal utility district areas of the City. All water and wastewater revenues as well as the Surcharges from the District customers shall belong exclusively to the City. The City shall be responsible for providing and installing any necessary meters for the individual customers after the City's service and connection fees are paid by the builder or developer. The City intends to impose the Surcharge for no longer than needed to the capital costs associated with providing services under this Agreement, which will be dependent on the water and sewer demands and completion of build out of the District as well as revision of water and wastewater rates from time to time.

Section 7. The terms of this First Amendment affect only the sections as described herein. Except as explicitly stated herein and modified by this First Amendment, all the terms of the Agreement shall remain in full force and effect.

Section 8. The provisions of the Agreement and the Amendment should be read together and construed as one agreement, provided that in the event of any conflict or inconsistency between the provisions of this First Amendment and the Agreement, the provisions of this First Amendment shall control.

**[SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this \_\_\_\_ day of \_\_\_\_ 2016.

THE CITY OF COLLEGE STATION, TEXAS

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Mayor

ATTEST/SEAL:

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City Secretary

APPROVED AS TO FORM:

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City Attorney

BRAZOS COUNTY MUNICIPAL UTILITY  
DISTRICT NO. 1

By: \_\_\_\_\_  
President, Board of Directors

ATTEST:

By: \_\_\_\_\_  
Secretary, Board of Directors

(SEAL)



## Legislation Details (With Text)

**File #:** 16-0728      **Version:** 1      **Name:** Roadway Maintenance Fee Ordinance  
**Type:** Ordinance      **Status:** Consent Agenda  
**File created:** 10/31/2016      **In control:** City Council Regular  
**On agenda:** 11/10/2016      **Final action:**  
**Title:** Presentation, possible action, and discussion regarding the approval of a roadway maintenance fee ordinance.  
**Sponsors:** Aubrey Nettles  
**Indexes:**  
**Code sections:**  
**Attachments:** [20161019 Draft CS RoadwayUserFeeOrdinance CAR revisions \(3\)](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the adoption of an ordinance establishing a roadway maintenance fee.

### Relationship to Strategic Goals:

- Financial Sustainability
- Core Services and Infrastructure
- Improving mobility

**Recommendation(s):** Staff recommends adoption of the roadway maintenance fee ordinance.

**Background & Summary:** The results of the 2016 Citizen Survey suggests our citizens prefer to see additional resources invested in the area of street maintenance. As part of the 2016 budget process staff investigated and evaluated alternative funding sources to help fund the needed maintenance. A roadway maintenance fee is one of the tools considered. After completing a detailed evaluation of various funding options, staff is recommending the implementation of a roadway maintenance fee. Roadway maintenance fees are paid by citizens and businesses, based on their reasonably equitable share in the total number of vehicle miles generated by all properties within the city limits. The fee will be a monthly charge added to users' utility bill. The Fee for single family is \$7.78 per month, for multi-family is \$6.10 per month and the fee for commercial ranges from \$17.23 to \$250.00 per month.

**Budget & Financial Summary:** The fee will result in an annual revenue generation of approximately \$4.5 million.

**Attachments:** Proposed Road Maintenance Fee Ordinance



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

AN ORDINANCE AMENDING CHAPTER 11, "UTILITIES" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY ADDING A NEW SECTION 11-14 ESTABLISHING A ROADWAY MAINTENANCE FEE AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

WHEREAS, the College Station City Council finds, determines, and declares that in order to protect the citizenry from the deterioration of the quality and safety of the Road System that they rely upon and use on a regular basis, it is necessary and in the best interest of the public health and safety to establish a Roadway Maintenance Fee in order to provide a properly maintained Road System; and

WHEREAS, the College Station City Council finds, determines, and declares that it is fair and reasonable for all developed real property within City Limits using the Road System (Benefitted Properties) to pay an equitable and pro rata portion of the costs to maintain the Road System; and

WHEREAS, the College Station City Council will establish a Roadway Maintenance Fee, subject to the limitations of the state law, and the City shall provide an efficient, reliable Road System within the City Limits on the payment of such fees; now, therefore,

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

- PART 1: That Chapter 11, "Utilities", of the Code of Ordinances of the City of College Station, Texas, be amended by adding a new Section 11-14 as set out in Exhibit "A", attached hereto and made a part of this Ordinance for all purposes.
- PART 2: That the facts and recitations contained in the preamble of this Ordinance are hereby declared to be true and correct and are incorporated by reference herein and made a part hereof, as if copied verbatim.
- PART 3: 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 4: That any person, firm, corporation or entity violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00). Each day such violation shall continue, shall be deemed a separate offense. Said Ordinance becomes January 1, 2017.

PASSED, ADOPTED and APPROVED this 10<sup>th</sup> day of November 2016.

ATTEST:

APPROVED:

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CITY SECRETARY

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MAYOR

APPROVED:

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CITY ATTORNEY

## EXHIBIT "A"

That Chapter 11, "Utilities", of the Code of Ordinances of the City of College Station, Texas, is hereby amended by adding a new Section 11-14 as set hereafter to read as follows:

### **SECTION 11-14. Roadway Maintenance Fee.**

#### **A. Definitions.**

- (1) **City limits** shall mean the city limits of the City of College Station as they exist on the effective date of this Ordinance and as they may be amended from time to time.
- (2) **Category** or **Categories** means one (1) of sixty-five (65) categories recognized in Table 1: Land Use Codes of the ITE Trip Generation Handbook 3<sup>rd</sup> Edition determined from the land uses of the nonresidential customers.
- (3) **Tier** means one (1) of five (5) tiers established per Trip Factor Index calculations and the monthly base rate established for each Tier.
- (4) **Roadway Maintenance Fee** shall mean the fee that is established by this Ordinance which is assessed against, and collected from owners or occupants of Benefitted Property within City Limits for the purpose of planning, constructing, operating, monitoring and maintaining the Transportation System of the City.
- (5) **Transportation System** or **Road System** shall mean the structures, traffic controls, streets and other facilities in the public right-of-way, such as bridges, sidewalks and alleys which are dedicated to the use of motor vehicles, transit, bicycles and pedestrians, all of which are owned and/or controlled in whole by the City and which are dedicated to the Transportation System service of the City, including provisions for additions, improvements and extensions to such System.
- (6) **Utility Customer** shall mean the holder of a City utility account or the person, firm, partnership, joint venture, association, corporation, governmental entity or other entity responsible for the payment of the Road Maintenance Fee.

#### **B. ESTABLISHMENT AND REVISION OF ROADWAY MAINTENANCE FEE.**

- (1) The City Council hereby establishes a Roadway Maintenance Fee to be paid by Utility Customers within the City Limits of College Station, Texas. Such Roadway Maintenance Fee shall be set in amounts which will provide sufficient funds to properly maintain the Transportation System.
- (2) Collection of the Roadway Maintenance Fee against each Benefitted Property shall be made by a monthly charge to be added to the Utility Customer's utility bill for such property.
- (3) The City Council has established a fee schedule based upon the cost of maintaining the Transportation System as shown in Exhibit "A" and attached hereto and incorporated by reference

herein. Such fee schedule may be amended by the City Council based upon changes in the cost of maintaining the Transportation System.

**C. TRANSPORTATION FUND.**

(1) A separate fund shall be created effective January 1, 2017, known as the Roadway Maintenance Fund. All Roadway Maintenance Fees shall be deposited in the Roadway Maintenance Fund. It shall not be necessary for the expenditures from the Roadway Maintenance Fund to specifically relate to any particular property from which the Roadway Maintenance Fees were collected.

(2) An annual report of the Roadway Maintenance Fund and the Roadway Maintenance Fee program will be provided to the City Council.

**D. FINDINGS.**

(1) The number of motor vehicle trips and the average length of those trips generated by a Benefitted Property may reasonably be used to estimate the apportioned cost of the Transportation System attributable to a Benefitted Property.

(2) The characteristics and use of a Benefitted Property may reasonably be used to estimate the number and length of motor vehicle trips generated by the Benefitted Property.

(3) Based on the best available data, the method of imposing the Roadway Maintenance Fee reasonably apportions the cost of the Transportation System among the Benefitted Properties.

(4) It is reasonable and equitable to impose a set monthly Road Maintenance Fee per each Benefitted Property.

(5) It is reasonable and equitable to use trip generation rates for Benefitted Property from the Trip Generation Manual, 9<sup>th</sup> Edition, published by the Institute of Transportation Engineers. Further, it is reasonable and equitable to use trip lengths derived from travel model statistics of the area to yield a vehicle-mile service unit generation for specific land uses.

(6) It is reasonable and equitable to consider trip generation rates from the City's 2015 Roadway Impact Fee Study in determining the trip factor used for each Benefitted Property.

**E. DETERMINATION OF FEE.**

(1) Collection of the Roadway Maintenance Fee shall be based on each Benefitted Property's reasonably equitable share in the total number of vehicle miles generated by all property within the City Limits. The reasonably equitable share depends on the type of land use and the calculated vehicle miles per development unit (also referred to as *Transportation Demand Factor*) provided in the Land Use/Vehicle-Mile Equivalency Table (LUVMET) in Attachment A.

(2) The trip generation rates listed in the LUVMET table are derived from the Trip Generation Manual, 9<sup>th</sup> Edition, published by the Institute of Transportation Engineers, and are the number of trips anticipated to and from a Benefitted Property per its land use and established units during the PM peak hour.

(3) For applicable non-residential land uses, the Trip Generation Rate is reduced to account for “pass-by trips” to obtain Trip Rates.

(4) Trip Rates are multiplied by the Average Trip Length (miles) specific to the land use category to obtain the Transportation Demand Factor expressed as Vehicle Miles per Development Unit for each land use category.

(5) Each Benefitted Property is assigned a land use category identified in the LUVMET, and the size of the Benefitted Property in terms of number of development units is obtained from appraisal district property tax records or other reliable sources, as applicable.

(6) For each Benefitted Property, the Transportation Demand Factor from the LUVMET is multiplied by the number of development units to calculate the transportation demand generated by that Benefitted Property in terms of vehicle miles.

(7) The reasonably equitable share of each Benefitted Property in the total Roadway Maintenance Fee per billing period is calculated as a function of the transportation demand generated by a Benefitted Property to the total transportation demand generated by all Benefitted Properties.

**E. BILLING AND COLLECTION OF FEE.** The Roadway Maintenance Fee shall be billed and collected with the monthly utility bill. All such bills shall be rendered monthly and shall be due upon receipt.

**G. RECOVERY OF UNPAID FEE.** Any Roadway Maintenance Fee due hereunder which is not paid when due may be recovered in action at law by the City. In addition to any other remedies or penalties provided by this Ordinance or the Code of Ordinances, City of College Station, Texas, failure of any Utility Customer to pay the Roadway Maintenance Fee promptly when due shall subject such Utility Customer to the discontinuance of utility services provided by the City.

**H. ADMINISTRATION; RULES AND REGULATIONS.** The City Manager or designee shall be responsible for the administration of this Ordinance. The City Manager or designee shall be responsible for developing rules, regulations and procedures for the administration of fees and the consideration of petitions for modification and appeals pertaining to the fees charged hereunder; developing maintenance programs; establishing Transportation System criteria and standards for the operation and maintenance of the Transportation System.

**I. DISPOSITION OF FEES AND CHARGES.**

(1) The Roadway Maintenance Fee shall not be used for the general government proprietary purposes of the City, except to pay for the equitable share of the cost of accounting, management and government thereof.

(2) Other than as described above, the Roadway Maintenance Fee shall be used solely to pay for the costs of operation, administration, planning, engineering, development of guidelines and controls, inspection, maintenance, repair, improvement, renewal, replacement and reconstruction of the Transportation System and costs incidental thereto.

**J. EXEMPTION.**

(1) The City reserves the right to exempt properties from provisions of this Ordinance through Council Action.

(2) The following properties are exempted from the provisions of this Ordinance:

- (a) Property owned by the College Station Independent School District
- (b) Property owned by Texas A&M University
- (c) Property owned by the Texas A&M University System.

**K. APPEALS.**

(1) A Utility Customer may appeal the Roadway Maintenance Fee established herein pursuant to the procedure set forth in this section and as set out in any process developed by the City Manager pursuant to Section H herein.

(2) An appeal shall be in writing and submitted to the City Manager or his designee within fourteen (14) calendar days after the date of the public utility billing statement containing the matter to be disputed.

(3) Appeals may be submitted for the following reasons:

- (a) The Utility Customer's exempt property has been assessed a Roadway Maintenance Fee;
- (b) a Roadway Maintenance Fee for the Utility Customer's Benefitted Property is assessed in duplicate on multiple utility accounts;
- (c) a Roadway Maintenance Fee is assessed to the Utility Customer's property outside the City Limits;
- (d) a Roadway Maintenance Fee assessed against the Utility Customer's Benefitted Property is incorrect due to improper property characterization, such as land use, building square footage or other relevant property characterization; or
- (e) a Roadway Maintenance Fee is assessed for a Benefitted Property unaffiliated to the Utility Customer's utility account.

(4) The City Manager or his designee shall render a written decision on such appeals within a reasonable time after receipt of a timely written notice of appeal from the Utility Customer. This decision will be final.

(5) During all periods of appeal the Utility Customer shall be responsible for payment of Roadway Maintenance Fee charges in full.

(6) A Utility Customer appealing the Roadway Maintenance Fee may not receive a refund resulting from the appeal except for a Road Maintenance Fee paid within six (6) months the date of the Utility Customer's notice of appeal.

**L. PERIODIC REVIEW OF RATES.** The City Council will periodically review this Ordinance and the Roadway Maintenance Fee and shall be obligated to review them no later than in the first month following the third anniversary date of this Ordinance.

**CITY of College Station – Roadway Maintenance Fee**

**ATTACHMENT A**

**LAND USE/VEHICLE-MILE-EQUIVALENCY TABLE**

	<b>ITE Land Use Code</b>	<b>Land Use Category</b>	<b>Develop. Unit</b>	<b>Veh-Mi Per Dev-Unit</b>	<b>Trip Gen Rate (PM)</b>	<b>Pass- by Rate</b>	<b>Pass-by Source</b>	<b>Trip Rate</b>	<b>Adj. Trip Length (mi)</b>
PORT AND TERMINAL	030	Truck Terminal	Acre	26.20	6.55			6.55	4.00
INDUSTRIAL	110	General Light Industrial	1,000 SF GFA	3.88	0.97			0.97	4.00
INDUSTRIAL	120	General Heavy Industrial	1,000 SF GFA	2.72	0.68			0.68	4.00
INDUSTRIAL	130	Industrial Park	1,000 SF GFA	3.40	0.85			0.85	4.00
INDUSTRIAL	150	Warehousing	1,000 SF GFA	1.28	0.32			0.32	4.00
INDUSTRIAL	151	Mini-Warehouse	1,000 SF GFA	1.04	0.26			0.26	4.00
RESIDENTIAL	210	Single-Family Detached Housing	Dwelling Unit	4.00	1.00			1.00	4.00
RESIDENTIAL	220	Apartment/Multi-family	Dwelling Unit	2.48	0.62			0.62	4.00
RESIDENTIAL	230	Residential Condominium /Townhome	Dwelling Unit	2.08	0.52			0.52	4.00
RESIDENTIAL	240	Mobile Home Park / Manufactured Housing	Dwelling Unit	2.36	0.59			0.59	4.00
RESIDENTIAL	251	Senior Adult Housing-Detached	Dwelling Unit	1.08	0.27			0.27	4.00
RESIDENTIAL	252	Senior Adult Housing-Attached	Dwelling Unit	1.00	0.25			0.25	4.00
RESIDENTIAL	254	Assisted Living	Beds	0.88	0.22			0.22	4.00
LODGING	310	Hotel	Room	1.20	0.60			0.60	2.00
LODGING	320	Motel / Other Lodging Facilities	Room	0.94	0.47			0.47	2.00
RECREATIONAL	432	Golf Driving Range	Tee	2.50	1.25			1.25	2.00
RECREATIONAL	430	Golf Course	Acre	0.60	0.30			0.30	2.00
RECREATIONAL	495	Recreational Community Center	1,000 SF GFA	5.48	2.74			2.74	2.00
RECREATIONAL	465	Ice Skating Rink	1,000 SF GFA	4.72	2.36			2.36	2.00

	<b>ITE Land Use Code</b>	<b>Land Use Category</b>	<b>Develop. Unit</b>	<b>Veh-Mi Per Dev-Unit</b>	<b>Trip Gen Rate (PM)</b>	<b>Pass- by Rate</b>	<b>Pass-by Source</b>	<b>Trip Rate</b>	<b>Adj. Trip Length (mi)</b>
RECREATIONAL	431	Miniature Golf Course	Hole	0.66	0.33			0.33	2.00
RECREATIONAL	445	Multiplex Movie Theater	Screens	27.28	13.64			13.64	2.00
RECREATIONAL	491	Racquet / Tennis Club	Court	6.70	3.35			3.35	2.00
INSTITUTIONAL	560	Church	1,000 SF GFA	1.10	0.55			0.55	2.00
INSTITUTIONAL	565	Day Care Center	1,000 SF GFA	13.82	12.34	44%	B	6.91	2.00
INSTITUTIONAL	522	Primary/Middle School (1-8)	Students	0.32	0.16			0.16	2.00
INSTITUTIONAL	530	High School	Students	0.26	0.13			0.13	2.00
INSTITUTIONAL	540	Junior / Community College	Students	0.24	0.12			0.12	2.00
INSTITUTIONAL	550	University / College	Students	0.34	0.17			0.17	2.00
MEDICAL	630	Clinic	1,000 SF GFA	19.53	5.18			5.18	3.77
MEDICAL	610	Hospital	1,000 SF GFA	3.51	0.93			0.93	3.77
MEDICAL	620	Nursing Home	Beds	0.83	0.22			0.22	3.77
MEDICAL	640	Animal Hospital/Veterinary Clinic	1,000 SF GFA	9.90	4.72	30%	B	3.30	3.00
OFFICE	714	Corporate Headquarters Building	1,000 SF GFA	5.64	1.41			1.41	4.00
OFFICE	710	General Office Building	1,000 SF GFA	5.96	1.49			1.49	4.00
OFFICE	720	Medical-Dental Office Building	1,000 SF GFA	13.46	3.57			3.57	3.77
OFFICE	715	Single Tenant Office Building	1,000 SF GFA	6.96	1.74			1.74	4.00
OFFICE	750	Office Park	1,000 SF GFA	5.92	1.48			1.48	4.00
COMMERCIAL: Automobile Related	942	Automobile Care Center	1,000 SF Occ. GLA	3.74	3.11	40%	B	1.87	2.00
COMMERCIAL: Automobile Related	843	Automobile Parts Sales	1,000 SF GFA	6.82	5.98	43%	A	3.41	2.00
COMMERCIAL: Automobile Related	944	Gasoline/Service Station	Vehicle Fueling Position	4.82	13.87	42%	A	8.04	0.60
COMMERCIAL: Automobile Related	945	Gasoline/Service Station w/ Conv Market	Vehicle Fueling Position	3.56	13.51	56%	B	5.94	0.60

	<b>ITE Land Use Code</b>	<b>Land Use Category</b>	<b>Develop. Unit</b>	<b>Veh-Mi Per Dev-Unit</b>	<b>Trip Gen Rate (PM)</b>	<b>Pass- by Rate</b>	<b>Pass-by Source</b>	<b>Trip Rate</b>	<b>Adj. Trip Length (mi)</b>
COMMERCIAL: Automobile Related	946	Gasoline/Service Station w/ Conv Market and Car Wash	Vehicle Fueling Position	3.66	13.86	56%	A	6.10	0.60
COMMERCIAL: Automobile Related	841	New Car Sales	1,000 SF GFA	4.20	2.62	20%	B	2.10	2.00
COMMERCIAL: Automobile Related	941	Quick Lubrication Vehicle Shop	Servicing Positions	6.22	5.19	40%	B	3.11	2.00
COMMERCIAL: Automobile Related	947	Self-Service Car Wash	Stall	1.99	5.54	40%	B	3.32	0.60
COMMERCIAL: Automobile Related	948	Automated Car Wash	Stall	5.08	14.12	40%	B	8.47	0.60
COMMERCIAL: Automobile Related	848	Tire Store	1,000 SF GFA	5.98	4.15	28%	A	2.99	2.00
COMMERCIAL: Dining	934	Fast Food Restaurant with Drive-Thru Window	1,000 SF GFA	32.66	32.65	50%	A	16.33	2.00
COMMERCIAL: Dining	933	Fast Food Restaurant without Drive-Thru Window	1,000 SF GFA	26.16	26.15	50%	B	13.08	2.00
COMMERCIAL: Dining	932	High Turnover (Sit-Down) Restaurant	1,000 SF GFA	11.22	9.85	43%	A	5.61	2.00
COMMERCIAL: Dining	931	Quality Restaurant	1,000 SF GFA	8.38	7.49	44%	A	4.19	2.00
COMMERCIAL: Dining	937	Coffee/Donut Shop with Drive-Thru Window	1,000 SF GFA	25.68	42.80	70%	A	12.84	2.00
COMMERCIAL: Other Retail	815	Free-Standing Discount Store	1,000 SF GFA	6.98	4.98	30%	C	3.49	2.00
COMMERCIAL: Other Retail	817	Nursery (Garden Center)	1,000 SF GFA	9.72	6.94	30%	B	4.86	2.00
COMMERCIAL: Other Retail	862	Home Improvement Superstore	1,000 SF GFA	2.42	2.33	48%	A	1.21	2.00
COMMERCIAL: Other Retail	880	Pharmacy/Drugstore w/o Drive-Thru Window	1,000 SF GFA	7.90	8.40	53%	A	3.95	2.00
COMMERCIAL: Other Retail	881	Pharmacy/Drugstore w/ Drive-Thru Window	1,000 SF GFA	10.10	9.91	49%	A	5.05	2.00
COMMERCIAL: Other Retail	820	Shopping Center	1,000 SF GLA	4.90	3.71	34%	A	2.45	2.00

	ITE Land Use Code	Land Use Category	Develop. Unit	Veh-Mi Per Dev-Unit	Trip Gen Rate (PM)	Pass- by Rate	Pass-by Source	Trip Rate	Adj. Trip Length (mi)
COMMERCIAL: Other Retail	850	Supermarket	1,000 SF GFA	12.14	9.48	36%	A	6.07	2.00
COMMERCIAL: Other Retail	864	Toy/Children's Superstore	1,000 SF GFA	6.98	4.99	30%	B	3.49	2.00
COMMERCIAL: Other Retail	875	Department Store	1,000 SF GFA	2.62	1.87	30%	B	1.31	2.00
COMMERCIAL: Other Retail	896	Video Rental Store	1,000 SF GFA	13.60	13.60	50%	B	6.80	2.00
SERVICES	911	Walk-In Bank	1,000 SF GFA	12.38	12.13	40%	B	7.28	1.70
SERVICES	912	Drive-In Bank	Drive-in Lanes	29.95	33.24	47%	A	17.62	1.70
SERVICES	918	Hair Salon	1,000 SF GLA	1.73	1.45	30%	B	1.02	1.70

#### ROADWAY MAINTENANCE FEE SCHEDULE<sup>i</sup>

	Vehicle Miles Traveled	Monthly Charge
<b>Nonresidential</b>		
Tier I	0-23.99	\$17.23
Tier II	24.00-46.00	\$38.71
Tier III	46.00-93.99	\$74.71
Tier IV	94.00-255.99	\$152.39
Tier V	256.00+	\$250.00
<b>Residential</b>		
Single Family	Flat Fee	\$7.78
Multi-Family	Flat Fee	\$6.10

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## Legislation Details (With Text)

**File #:** 16-0721      **Version:** 1      **Name:** Contract with Sungard Public Sector (SPS)  
**Type:** Agreement      **Status:** Consent Agenda  
**File created:** 10/28/2016      **In control:** City Council Regular  
**On agenda:** 11/10/2016      **Final action:**  
**Title:** Presentation, possible action, and discussion regarding approval of a contract with Sungard Public Sector (SPS), formerly Sungard HTE, for programming services to add the appropriate Roadway Maintenance fee to utility accounts in the utility billing system in an amount not to exceed \$7,880.  
**Sponsors:** Erin Provazek  
**Indexes:**  
**Code sections:**  
**Attachments:** [COLG CX 2016-00022679 \(Revise I\).pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of a contract with Sungard Public Sector (SPS), formerly Sungard HTE, for programming services to add the appropriate Roadway Maintenance fee to utility accounts in the utility billing system in an amount not to exceed \$7,880.

Relationship to Strategic Goals: Core Services and Infrastructure, Financially Sustainable City

Recommendation(s): Staff recommends approval.

Summary: The SPS Customer Information System module is the system in which utility bills are generated and payments received. These services will automate the population of the transportation fee on utility accounts. Without this automation, Utility Customer Service staff would have to manually touch 40,000+ utility accounts, twice.

This contract (17300129) is an Amendment to the H.T.E., Inc. Software and License Agreement dated March 13, 1998 between SPS and the City of College Station. The contract is exempt from competitive bidding by LGC 252.022(a)(7)(A) due to one source based on software copyrights.

Budget & Financial Summary:

Attachments:

Amendment contract for SPS programming services  
A copy of the master agreement with SPS is available in the City Secretary's office.

**Quote Prepared By:**

Jakea Simons  
1000 Business Center Drive  
Lake Mary, FL 32746  
Phone:                      Fax:  
Email: jakea.simons@sungardps.com

**Quote Prepared For:**

Erin Provazek, Asst IT Director  
City of College Station  
310 Krenek Tap Road  
College Station, TX 77842  
(979) 764-3482

Quote	Date	Valid Until
Q-00022679	09/16/2016	12/15/2016

**Professional Services**

**Services**

Product Code	Product Name		Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
PS-CD	Development	Ext Price:	-	-	-	-	-	-	7,400.00	7,400.00
PS-PM	Project Management	Ext Price:	480.00	-	-	-	-	-	-	480.00
		<b>Totals:</b>	<b>\$480.00</b>	-	-	-	-	-	<b>\$7,400.00</b>	<b>\$7,880.00</b>

**Product & Services**

<b>Professional Services:</b>	\$7,880.00
<b>Subtotal:</b>	\$7,880.00
<b>Total:</b>	\$7,880.00

**Comments:**

**REQUEST DESCRIPTION**

Client will provide file that will contain the location id and RMF rate code. This location id from this file will be used to find the active customer attached to the location id in the CIS system. Once the active account (customer- location id) has been identified a new flat rate service will be added to the account. If no active customer is found the flat rate service will be added only at the location level. College Station will be responsible with providing a cross reference table of the RMF rate code and what it will correspond to in the CIS system. The customer will also be responsible for adding this service to one account in test. This account will be used as a guide for setting up the program logic. Accounts that are set to terminate will not have the new service added. The client will be providing the flat rate service start date. The client will also be responsible for setting up the flat rate service code and the new corresponding rates.

**NOTES:**

- Client agrees to test this modification within 30 days of delivery. Failure to test within 30 days may require an additional quote.
- Client is responsible for the creation and maintenance of a Test environment when the mod requires file updates or 3rd party interfaces. This is to ensure that an agreeable outcome is reached before impeding their daily business activities or their live data. Failure to test the modification in a Test environment may require an additional quote for any additional services.

- Quote assumes that the client is running Extranet or SSH. If the client's system is not running Extranet/SSH or is only accessible through SecureLink, an additional quote may be required. Voorhees ASP clients are excluded from any additional Secure Link cost.
  - Client is responsible for providing Extranet or SSH access to any and all environments that modifications may need to be loaded to. Client is also responsible for providing TELNET access to any Test environment(s).
  - This work will be based on the current version (9+) and may require that the client load this version as part of the SCR.
  - Any additional work, not included in the scope of this agreement, may require an additional quote.
  - NaviLine Project Management (PM): Prof-Scvs.: Qty: 3hrs. \$480
- Services will not be scheduled until a signed quote has been received.

FDI #: 1 005 631

TOTAL COST: \$7,880.00

**Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:**

License, Project Planning, Project Management, Consulting, Technical Services, Conversion, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Project Management Fees will be invoiced as one combined fee. Training fees and Travel & Living expenses are due as incurred monthly. Installation is due upon completion. Custom Modifications, System Change Requests or SOW's for customization, and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Annual Subscription Fee(s): Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by SunGard Public Sector in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

SunGard Public Sector Application Annual Support: Customer is committed to the initial term of Agreement and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then prevailing rate. Except for the second term of support for which SunGard Public Sector is committed, subsequent terms will renew automatically until such time a party receives written notice from the other party thirty (30) days prior to the expiration of the then current term. Notification of non renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

Third Party Product Annual Support Fees: The support fee for the initial annual period is included in the applicable Third Party Product License fees(s) unless otherwise stated. Subsequent terms invoiced by SunGard Public Sector will renew automatically at then-prevailing rates until such time SunGard Public Sector receives written notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for any renewal term(s) of support shall be as provided by the third party to Customer.

**Additional Terms:**

This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance/Support Agreement (together, the "Contract and Agreement") by and between the parties hereto. The product and pricing information detailed above comprises the "Exhibit 1" schedule or "Supplement" attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

The Component Systems identified above are "Licensed Programs" or "Licensed Systems" licensed by SunGard Public Sector and are provided in and may be used in machine-readable object code form only.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses are in addition to the prices quoted above and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy.

The date of delivery is the date on which SunGard Public Sector delivers, F.O.B. SunGard Public Sector's place of shipment, the Component Systems to Customer.

The SunGard Public Sector application software warranty shall be for a period of one (1) year after delivery. There is no Testing and Acceptance period on the Licensed System(s) herein.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard Public Sector to Customer.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). SunGard Public Sector makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, SunGard Public Sector reserves the right to adjust this proposal to reflect those changes.

Should Customer terminate this agreement per any "Term of Contract" Section of the Contract and Agreement, as may be applicable for certain customers, Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

Pricing for professional services provided under this quote is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Quote. The total amount that Customer will pay for these services will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current rates for the services at issue.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

**City of College Station**

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_



## Legislation Details (With Text)

**File #:** 16-0723      **Version:** 1      **Name:** Resolution for Christmas Parade Banners  
**Type:** Resolution      **Status:** Consent Agenda  
**File created:** 10/28/2016      **In control:** City Council Regular  
**On agenda:** 11/10/2016      **Final action:**  
**Title:** Presentation, possible action, and discussion on a Resolution authorizing banners for the annual Christmas Parade.  
**Sponsors:** Lance Simms  
**Indexes:**  
**Code sections:**  
**Attachments:** [Location Map](#)  
[RESOLUTION](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a Resolution authorizing banners for the annual Christmas Parade.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Staff recommends approval.

Summary:

In recognition of College Station/Bryan annual Christmas Parade, the City has been asked about the possibility of erecting and displaying seven banners at various locations around the City (see attached map). This Resolution allows the display of seven free-standing banners from November 11, 2016 to December 5, 2016.

Section 12-7.5.E.13 of the Unified Development Ordinance (UDO) exempts banners from UDO regulations where there has been a resolution of the City Council that finds that the display of the signs (a) promotes a positive image for the City of College Station for the attraction of business or tourism; (b) depicts an accomplishment of an individual or group; or (c) creates a positive community spirit.

Budget & Financial Summary: N/A

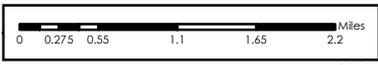
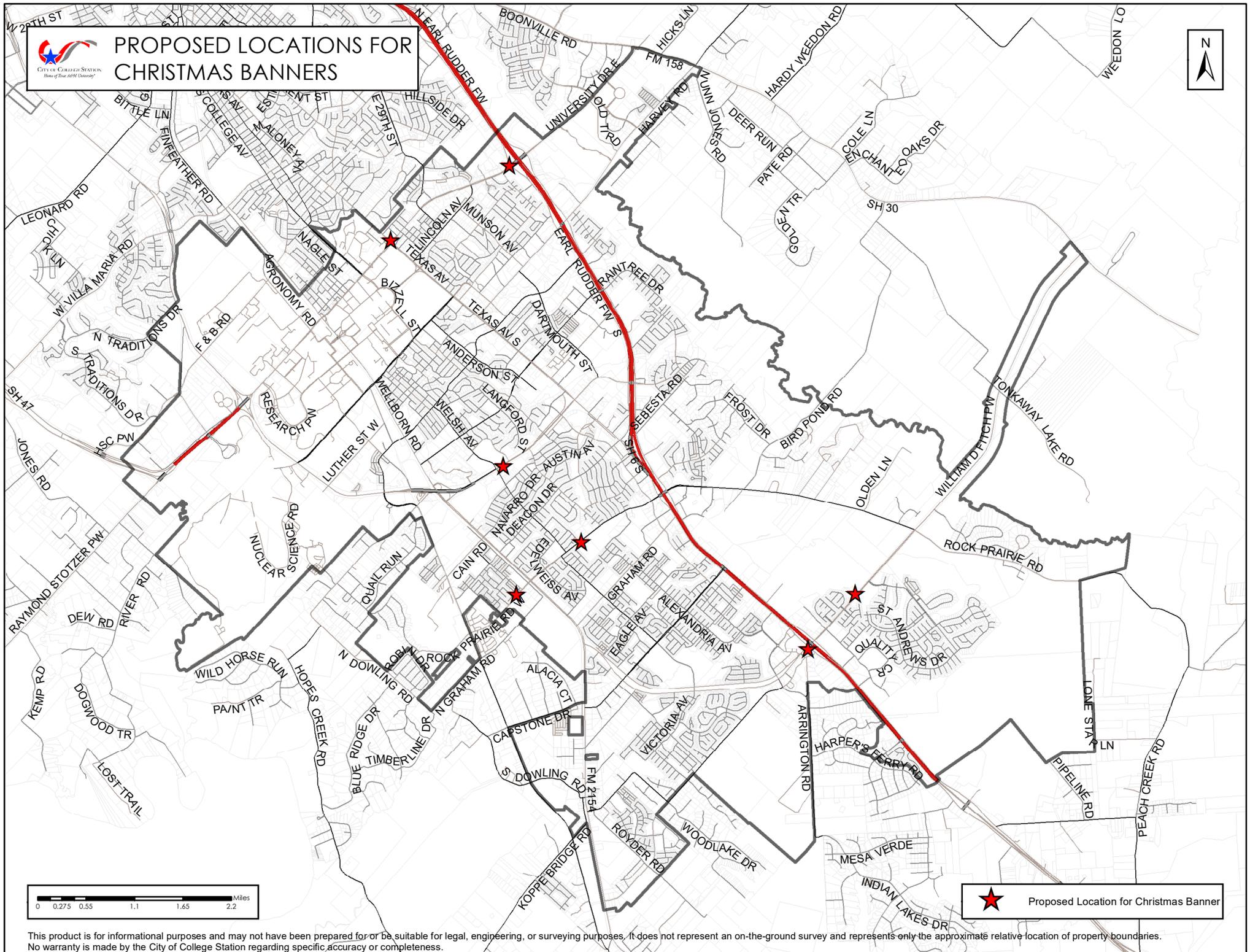
Attachments:

1. Map (showing proposed location of banners)
2. Resolution





# PROPOSED LOCATIONS FOR CHRISTMAS BANNERS



Proposed Location for Christmas Banner

This product is 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 boundaries. No warranty is made by the City of College Station regarding specific accuracy or completeness.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE DISPLAY OF BANNERS IN RECOGNITION OF THE ANNUAL CHRISTMAS PARADE.

WHEREAS, the annual College Station/Bryan Christmas Parade is a 90 year tradition in our community; and

WHEREAS, the 90<sup>th</sup> annual Christmas Parade is scheduled for Sunday, December 4, 2016; and

WHEREAS, the annual Christmas Parade promotes a positive image for the City of College Station for the attraction of business or tourism and creates a positive community spirit; and

WHEREAS, Section 12-7.5.E.13 of the City of College Station Unified Development Ordinance (UDO) exempts signs from UDO regulation where there has been a resolution of the City of College Station City Council that finds that the display of the signs (a) promotes a positive image for the City of College Station for the attraction of business or tourism; (b) depicts an accomplishment of an individual or group; or (c) creates a positive community spirit; now, therefore,

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

PART 1: That the City Council hereby finds that the display of Christmas Parade banners promotes a positive image for the City of College Station for the attraction of business or tourism, and creates a positive community spirit.

PART 2: That the City Council hereby authorizes the display of up to seven free-standing banners within the City.

PART 3: That the City Council hereby allows the display of said banners from November 11, 2016 until December 5, 2016.

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

ADOPTED this 10th day of November, A.D. 2016.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED:

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



Legislation Details (With Text)

**File #:** 16-0735      **Version:** 1      **Name:** ILA Chapter 380 agreement with Brazos County  
**Type:** Agreement      **Status:** Consent Agenda  
**File created:** 11/2/2016      **In control:** City Council Regular  
**On agenda:** 11/10/2016      **Final action:**  
**Title:** Presentation, possible action, and discussion on an interlocal Chapter 380 agreement with Brazos County creating an economic development program that includes mechanisms for funding needed core public infrastructure in targeted locations throughout the City.  
**Sponsors:** Natalie Ruiz  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on an interlocal Chapter 380 agreement with Brazos County creating an economic development program that includes mechanisms for funding needed core public infrastructure in targeted locations throughout the City.

Relationship to Strategic Goals:

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

Recommendation(s): Staff recommends approval of the agreement with Brazos County. The Commissioner's Court will consider a similar Chapter 381 agreement.

Summary:

The proposed agreement represents a partnership between Brazos County and the City of College Station to create a synthetic tax increment reinvestment zone (TIRZ) and invest in core infrastructure such as streets, storm sewer, drainage, water and sanitary sewer within three areas of College Station to facilitate redevelopment opportunities and ensure adequate capacity for development.

- North College Station - This area is focused along the University Drive corridor beginning on the west side with Northgate and continuing east to Tarrow. Redevelopment in this area has occurred so quickly that infrastructure is limiting new development opportunities - especially with regard to sanitary sewer capacity. Reinvestment in this area will focus on

increasing sewer capacity, rehabilitate or replace water lines, drainage facilities and streets to facilitate new development.

- Dartmouth & Harvey Mitchell Parkway - This area is a key infill development that will extend Dartmouth from Harvey Mitchell Parkway through to Texas Avenue. The fractured ownership and infrastructure costs have precluded private development in this area. Reinvestment will focus on the Dartmouth extension with water, sewer and electrical utilities including traffic signals at Harvey Mitchell and Texas Avenue.

The framework of the agreement is as follows:

- Capture a portion of taxes generated from new value as of January 1, 2017.
- Reinvest in core infrastructure limited to streets, drainage, sanitary sewer and water.
- Vary time period based on infrastructure needs:
  - o North College Station:
    - § 12 year term
    - § Brazos County - 80% of the O&M Rate
    - § City of CS - 100% of the O&M Rate
  - o Dartmouth & Harvey Mitchell Parkway:
    - § 15 year term
    - § Brazos County - 100% of the O&M Rate
    - § City of CS - 100% of the Total Tax Rate

Budget & Financial Summary: The agreement provides for specific participation rates based on the geographic area, infrastructure needs and the current tax rate. Directing funds towards specific redevelopment areas will reduce the amount of revenue available for city-wide investment; however, the County's participation provides a new revenue source to fund core infrastructure.

Legal Review: Yes.

Attachments:

Agreement - Available at Meeting



## Legislation Details (With Text)

<b>File #:</b>	16-0740	<b>Version:</b>	1	<b>Name:</b>	Purchase of property and construction of a new office building by the Brazos Central Appraisal District
<b>Type:</b>	Minutes	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	11/2/2016	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	11/10/2016	<b>Final action:</b>			
<b>Title:</b>	Presentation, possible action, and discussion regarding the approval of a resolution approving the purchase of property and construction of a new office building by the Brazos Central Appraisal District.				
<b>Sponsors:</b>	Aubrey Nettles				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">City CS OK Resolution Letter</a>				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the approval of a resolution approving the purchase of property and construction of a new office building by the Brazos Central Appraisal District.

### Relationship to Strategic Goals:

Good Governance

### Recommendation(s):

**Background & Summary:** This is the third attempt by BCAD to receive approval to purchase land and construct an improvement for an office building. The BCAD Board of Directors looked at several different options and locations and after reviewing all the concerns and input gathered during the first two proposals we have determined that the proposed project is the best option.

**Budget & Financial Summary:** Estimated project cost \$3,200,000

### Attachments: Resolution

**RESOLUTION BY THE GOVERNING BODY OF THE CITY OF COLLEGE STATION  
APPROVING THE PURCHASE OF PROPERTY AND CONSTRUCTION OF A NEW  
OFFICE BUILDING BY THE BRAZOS CENTRAL APPRAISAL DISTRICT**

**WHEREAS**, pursuant to Chapter 6 of the *Texas Property Tax Code*, the City of College Station appoints a member or members to the Board of Directors of the Brazos Central Appraisal District (“Brazos CAD”); and

**WHEREAS**, pursuant to Section 6.051 of the *Texas Property Tax Code*, Brazos CAD has the legal right to purchase or lease real property as necessary to establish and operate the Brazos CAD office; and

**WHEREAS**, the Board of Directors of the Brazos Central Appraisal District desires to seek approval to purchase 2.15 acres of land known as Brazos Place, Block 1, Lot 2 and a portion out of the adjacent tract known as Brazos Place, Block 1, Lot 1 and construct an improvement of approximately 11,500 square feet with a total estimated project cost of \$3,200,000 to establish and operate the Brazos Central Appraisal District office which is situated in Bryan, Brazos County Texas; now, therefore,

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

- PART 1: That the above recitals are true and correct.
- PART 2: That the City Council hereby approves the Brazos Central Appraisal District acquiring approximately 2.15 acres of land.
- PART 3: That the City Council hereby approves the Brazos Central Appraisal District constructing an improvement of approximately 11,500 square feet with an estimated project cost of \$3,200,000 to establish and operate the Brazos Central Appraisal District office.
- PART 4: That it is officially found and determined that this meeting was open to the public as required by law, and that notice of the time, place and subject matter of this meeting has been posted in the manner required by law.

ADOPTED this 10<sup>th</sup> day of November, 2016.

**CITY OF COLLEGE STATION**

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED:

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City Attorney



## Legislation Details (With Text)

<b>File #:</b>	16-0706	<b>Version:</b>	1	<b>Name:</b>	No Parking Along Residential Streets Near Fire Station No. 6
<b>Type:</b>	Ordinance	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	10/24/2016	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	11/10/2016	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Public Hearing, presentation, possible action and discussion on an ordinance amending Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", E "Parking Regulations of Certain Described Areas", (1) "Traffic Schedule XIV - No Parking Here to Corner or No Parking Anytime" of the Code of Ordinances to remove parking on Peyton Street, Chappel Street, Banks Street, Pearce Street, Columbus Street, Churchill Street, Pasler Street, Preston Street, Avenue B, and Turner Street.				
<b>Sponsors:</b>	Troy Rother				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">No Parking - Map - Residential Streets near Fire Station 6</a> <a href="#">Parking Removal Ord near Station 6</a>				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action and discussion on an ordinance amending Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", E "Parking Regulations of Certain Described Areas", (1) "Traffic Schedule XIV - No Parking Here to Corner or No Parking Anytime" of the Code of Ordinances to remove parking on Peyton Street, Chappel Street, Banks Street, Pearce Street, Columbus Street, Churchill Street, Pasler Street, Preston Street, Avenue B, and Turner Street.

### Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

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

Summary: At the April 28<sup>th</sup> City Council Meeting residents informed City Council and City Staff that on-street parking was making it difficult to access residences within their neighborhood. During the meeting, City Council directed City Staff to evaluate on-street parking within this neighborhood and determine if parking removal was needed to provide emergency vehicle access.

Based upon the observations of the Fire Department, Police Department, and Traffic Engineering, City Staff presented a proposed No Parking Ordinance to residents from this area at a public meeting on October 19<sup>th</sup> at Fire Station 6. Due to a clerical error, some residents in this neighborhood may not have been aware of this meeting. Despite this clerical error, there were 20 citizens in attendance at the public meeting. Additionally, staff received phone calls from 5 residents and

emails from 5 residents.

Of the 20 citizen's at the meeting, 5 seemed to be in support of the proposed ordinance to remove parking from one side of each street and 15 seemed to be opposed to the ordinance. City staff received 5 emails, of which 3 seemed to be in support of removing parking and 2 were opposed. Additionally, 5 phone calls were received, 2 were okay with the ordinance and 3 were opposed to removing parking from one side.

Those opposed to this ordinance include long term residents and owners of rental properties. Long term residents are opposed to this ordinance because they are upset that such parking removal is now needed despite their prior objections to the creation of rental properties that do not have sufficient off-street parking for the number of bed rooms being rented. Rental property owners are opposed to this ordinance because they feel it will affect their ability to make money from their rental properties. Residents in support of the ordinance see a need for emergency vehicles to be able to access these streets noting a number of older residents that may need access to ambulance service.

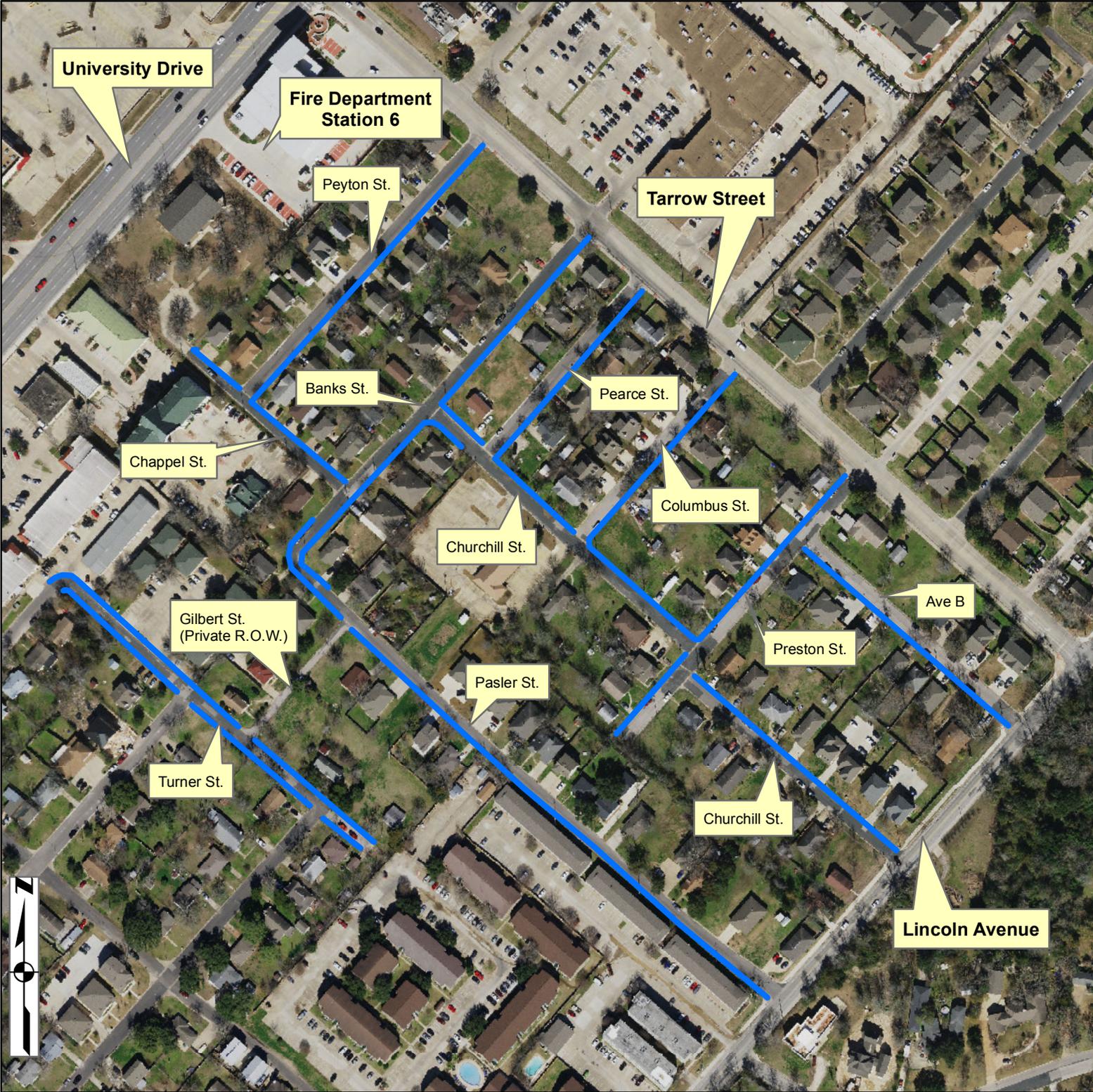
To improve safety, mobility, and emergency vehicle access along these streets, the City of College Station Traffic Management Team recommends approving this ordinance.

Budget & Financial Summary: The "NO PARKING" signs are planned operation and maintenance expenses accounted for in the Public Works Traffic Operations budget.

Attachments:

1. Ordinance
2. Map

# Proposed Parking Removal on residential streets behind College Station Fire Department Station 6.



No Parking ANY TIME: 

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

**AN ORDINANCE AMENDING CHAPTER 10, “TRAFFIC CODE”, SECTION 4 “ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS”, E “PARKING REGULATIONS OF CERTAIN DESCRIBED AREAS”, (1) “TRAFFIC SCHEDULE XIV - NO PARKING HERE TO CORNER OR NO PARKING ANYTIME”, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY REMOVING PARKING ON PEYTON STREET, CHAPPEL STREET, BANKS STREET, PEARCE STREET, COLUMBUS STREET, CHURCHILL STREET, PASLER STREET, PRESTON STREET, AVENUE B, AND TURNER STREET, BY PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.**

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

- PART 1:** That Chapter 10, “Traffic Code”, Section 4 “Administrative Adjudication of Parking Violations”, E “Parking Regulations of Certain Described Areas”, (1) “Traffic Schedule XIV – No Parking Here to Corner or No Parking Anytime”, of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A” and Exhibit “B”**, attached hereto and made a part of this ordinance for all purposes.
- PART 2:** That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 3:** That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed liable for a civil offense and/or guilty of a Class C misdemeanor, and, upon a finding of liability thereof, shall be punished by a civil penalty of not less than One Dollar (\$1.00) nor more than Two Thousand Dollars (\$2,000.00), or upon conviction thereof, shall be punished by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00). Said Ordinance becomes effective ten (10) days after date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

**PASSED, ADOPTED and APPROVED this 10<sup>th</sup> day of November, 2016.**

**ATTEST:**

**APPROVED:**

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

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

**APPROVED:**

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

**EXHIBIT “A”**

That Chapter 10, “Traffic Code”, Section 4 “Administrative Adjudication of Parking Violations”, E “Parking Regulations of Certain Described Areas”, (1) “Traffic Schedule XIV – No Parking Here to Corner or No Parking Anytime”, is hereby amended to remove the following:

<b>Traveling on</b>	<b>Between</b>	<b>Travel Direction</b>	
<i>Chappel St.</i>	<i>Peyton St. and Banks St.</i>	<i>North</i>	<i>No parking any time</i>
<i>Chappel St.</i>	<i>Peyton St. and Banks St.</i>	<i>North</i>	<i>No parking any time</i>
<i>Chappel St.</i>	<i>and Peyton St.</i>	<i>North</i>	<i>No parking any time</i>
<i>Chappel St.</i>	<i>Peyton St. and Banks St.</i>	<i>North</i>	<i>No parking any time</i>
<i>Chappel St.</i>	<i>and Peyton St.</i>	<i>North</i>	<i>No parking any time</i>
<i>Pasler St.</i>	<i>Banks St. and Lincoln Ave.</i>	<i>North</i>	<i>No parking here to corner</i>
<i>Pasler St.</i>	<i>Lincoln Ave. and Banks St.</i>	<i>West</i>	<i>No parking any time</i>
<i>Banks St.</i>	<i>Chappel St. and Pasler St.</i>	<i>East</i>	<i>No parking here to corner</i>

**EXHIBIT “B”**

That Chapter 10, “Traffic Code”, Section 4 “Administrative Adjudication of Parking Violations”, E “Parking Regulations of Certain Described Areas”, (1) “Traffic Schedule XIV – No Parking Here to Corner or No Parking Anytime”, is hereby amended to include the following:

**1. Peyton Street – No Parking Anytime**

- a. Northeast travel direction – No parking anytime along the southeast side of Peyton Street from Chappel Street to Tarrow Street.

**2. Banks Street – No Parking Anytime**

- a. Northeast travel direction – No parking anytime along the southeast side of Banks Street from Pasler Street to Tarrow Street.
- b. Southwest travel direction – No parking anytime along the northwest side of Banks Street from 70 feet north of Pasler Street to Pasler Street.

**3. Pearce Street – No Parking Anytime**

- a. Northeast travel direction – No parking anytime along southeast side of Pearce Street from Churchill Street to Tarrow Street.

**4. Columbus Street – No Parking Anytime**

- a. Northeast travel direction – No parking anytime along the southeast side of Columbus Street from Churchill Street to Tarrow Street.

**5. Preston Street – No Parking Anytime**

- a. Southwest travel direction – No parking anytime along northwest side of Preston Street from Tarrow Street to the termination of Preston Street 190 feet southwest of Churchill Street.

**6. Avenue B – No Parking Anytime**

- a. Southeast travel direction – No parking anytime along the southwest side of Avenue B from Preston Street to Lincoln Avenue.

**7. Churchill Street – No Parking Anytime**

- a. Southeast travel direction – No parking anytime along the southwest side of Churchill Street from Banks Street to 70 feet southeast of Banks Street.
- b. Northwest travel direction – No parking anytime along Churchill Street from Lincoln Avenue to Banks Street.

**8. Chappel Street – No Parking Anytime**

- a. Northwest travel direction – No parking anytime along the northeast side of Chappel Street from Banks Street to the termination of Chappel Street 110 feet north of Peyton Street

**9. Pasler Street – No Parking Anytime**

- a. Northwest travel direction – No parking anytime along the northeast side of Pasler Street from 70 feet southeast of Banks Street to Banks Street.
- b. Southeast travel direction – No parking anytime along the southwest side of Pasler Street from Banks Street to Lincoln Avenue.

**10. Turner Street – No Parking Anytime**

- a. Northwest travel direction – No parking anytime along the northeast side of Turner Street from the termination of Turner Street 100 feet southeast of Ash Street to Poplar Street.
- b. Southeast travel direction – No parking anytime along the southwest side of Turner Street from Poplar Street to the termination of Turner Street 100 feet southeast of Ash Street.



Legislation Details (With Text)

<b>File #:</b>	16-0714	<b>Version:</b>	1	<b>Name:</b>	UDO Amendment – DRB Membership
<b>Type:</b>	Ordinance	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	10/26/2016	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	11/10/2016	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, “Unified Development Ordinance,” Article 2 “Development Review Bodies”, Section 12-2.5 “Design Review Board,” Subsection B “Membership and Terms” of the Code of Ordinances of the City of College Station, Texas, regarding membership of the Design Review Board.				
<b>Sponsors:</b>	Molly Hitchcock				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Existing and proposed language Ordinance</a>				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, “Unified Development Ordinance,” Article 2 “Development Review Bodies”, Section 12-2.5 “Design Review Board,” Subsection B “Membership and Terms” of the Code of Ordinances of the City of College Station, Texas, regarding membership of the Design Review Board.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): The Planning and Zoning Commission considered this item at their October 20, 2016 meeting and unanimously recommended approval.

Summary: This ordinance provides revisions to the Design Review Board (DRB) membership qualifications in the Unified Development Ordinance (UDO). The DRB was established “for the purpose of enhancing the City’s ability to review sign, building, and site design issues, including architectural issues as specified in the UDO, by bringing expertise from the community to bear of these issues in designated design districts.” The Board is responsible for considering requests largely related to subjective matters such as alternative buffer standards and site plan design in the Wolf Pen Creek zoning district.

The UDO defines membership criteria of appointees so that expertise is balanced between those with practical application of design, business acuity, personal experience in a design district, and general public opinion. At the workshop on July 28, 2016, the City Council discussed membership qualifications of the Board and the challenges of making appointments to the DRB. This amendment is proposed to address City Council’s concerns and thoughts expressed at the workshop meeting.

Budget & Financial Summary: N/A

Attachments:

1. Existing and Proposed Ordinance Language
2. Ordinance

**Design Review Board Membership  
Existing and Proposed Ordinance Language**

**EXISTING**

**B. Membership and Terms.**

1. The Design Review Board shall consist of seven (7) regular members and two (2) alternate members. Six (6) of the regular members and the two (2) alternate members shall be appointed by the City Council. City Council shall appoint the following six (6) members to the Design Review Board:
  - a. Architect, previously registered architect, architect registered in another state, or Emeritus Architect. Previously registered architects whose licenses were in good standing and surrendered voluntarily shall be the only previously registered architects considered for membership - those whose licenses were revoked are not eligible.
  - b. Business person.
  - c. Landscape architect, previously registered landscape architect, landscape architect registered in another state, or Emeritus Landscape Architect. Previously registered landscape architects whose licenses were in good standing and surrendered voluntarily shall be the only previously registered landscape architects considered for membership - those whose licenses were revoked are not eligible.
  - d. Developer, land owner, or business owner in a design district, a resident within a design district, or an individual employed within a design district.
  - e. Person knowledgeable in aesthetic judgment.
  - f. Citizen-at-large.

The seventh regular member shall be the Chairman of the Planning and Zoning Commission or his designee.

The two (2) alternate members shall be citizens at large of the City.

2. Members shall be appointed for two-year terms.
3. The Design Review Board is a governmental body and shall comply with the Open Meetings Act.

**PROPOSED**

**B. Membership and Terms.**

1. The Design Review Board shall consist of seven (7) members. Six (6) of the members shall be appointed by the City Council.
  - a. The City Council shall appoint a representative with expertise from each of the following disciplines or groups:
    - 1) Architecture;
    - 2) Landscape architecture;
    - 3) Business; and
    - 4) Design district connection (e.g., developer, land owner, business owner, resident, or employee within a design district).
  - b. The City Council shall appoint two (2) members that are citizens-at-large.
  - c. The seventh regular member shall be the Chairman of the Planning and Zoning Commission or his designee.
2. Members shall be appointed for two-year terms.
3. The Design Review Board is a governmental body and shall comply with the Open Meetings Act.

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

**AN ORDINANCE AMENDING CHAPTER 12, “UNIFIED DEVELOPMENT ORDINANCE”, ARTICLE 2 “DEVELOPMENT REVIEW BODIES”, SECTION 12-2.5, “DESIGN REVIEW BOARD,” SUBSECTION B “MEMBERSHIP AND TERMS” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS REGARDING MEMBERSHIP OF THE BOARD; 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 12-2.5 “Design Review Board,” Subsection B “Membership and Terms” of Article 2 “Development Review Bodies,” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit “A” attached hereto and made a part of this ordinance for all purposes.

**PART 2:** That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way 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 10<sup>th</sup> day of November, 2016.**

**ATTEST:**

**APPROVED:**

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

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

**APPROVED:**

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

**EXHIBIT “A”**

That Chapter 12, “Unified Development Ordinance,” Article 2 “Development Review Bodies”, Section 12-2.5 “Design Review Board,” Subsection B “Membership and Terms” of the Code of Ordinances of the City of College Station, Texas, is amended to read as follows:

**B. Membership and Terms.**

1. The Design Review Board shall consist of seven (7) members. Six (6) of the members shall be appointed by the City Council.
  - a. The City Council shall appoint a representative with expertise from each of the following disciplines or groups:
    - 1) Architecture;
    - 2) Landscape architecture;
    - 3) Business; and
    - 4) Design district connection (e.g., developer, land owner, business owner, resident, or employee within a design district).
  - b. The City Council shall appoint two (2) members that are citizens-at-large.
  - c. The seventh regular member shall be the Chairperson of the Planning and Zoning Commission or his/her designee.
2. Members shall be appointed for two-year terms.
3. The Design Review Board is a governmental body and shall comply with the Open Meetings Act.



## Legislation Details (With Text)

<b>File #:</b>	16-0715	<b>Version:</b>	1	<b>Name:</b>	Public Drainage Easement Abandonment – The Junction
<b>Type:</b>	Ordinance	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	10/26/2016	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	11/10/2016	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 0.062 acre public drainage easement lying and being situated in the Crawford Burnett League, Abstract No. 7, College Station, Brazos County, Texas, said tract being a portion of the remainder of a called 134.041 acre tract as described by a deed to TLS Properties, LTD., recorded in Volume 3091, Page 243 of the Official Public Records of Brazos County, Texas.				
<b>Sponsors:</b>	Carol Cotter				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Vicinity Map</a> <a href="#">Location Map</a> <a href="#">Ordinance</a> <a href="#">Exhibit A</a>				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 0.062 acre public drainage easement lying and being situated in the Crawford Burnett League, Abstract No. 7, College Station, Brazos County, Texas, said tract being a portion of the remainder of a called 134.041 acre tract as described by a deed to TLS Properties, LTD., recorded in Volume 3091, Page 243 of the Official Public Records of Brazos County, Texas.

### Relationship to Strategic Goals:

- Good Governance

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

Summary: This public drainage easement abandonment will accommodate the recent development of The Junction, a multifamily project. The Owner of the Junction will privately own and maintain the existing drainage area and infrastructure at this location.

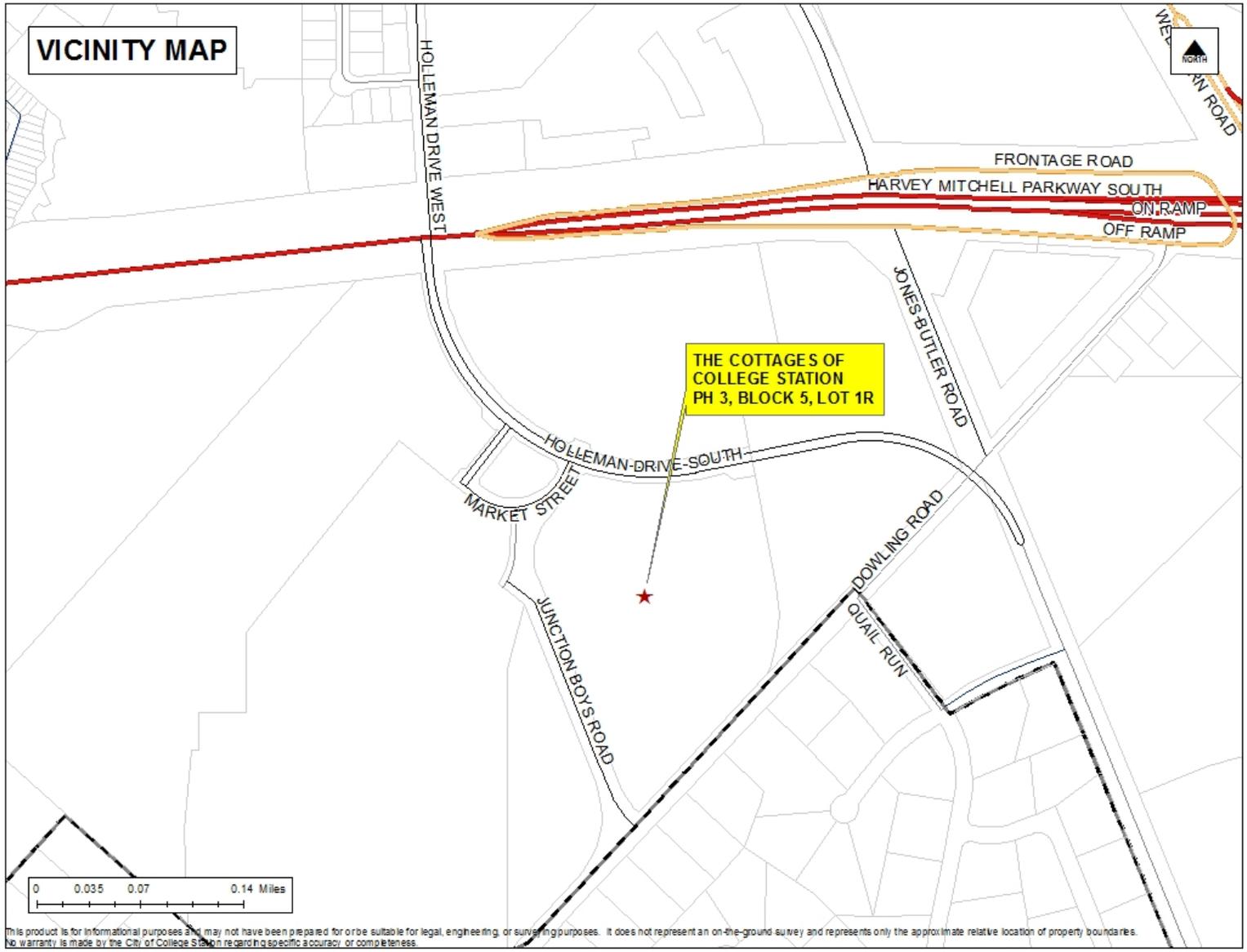
The 0.062 acre public drainage easement is located on a called 134.041 acre tract as described by a deed to TLS Properties, LTD., recorded in Volume 3091, Page 243 of the Official Public Records of Brazos County, Texas.

Reviewed and Approved by Legal: Yes

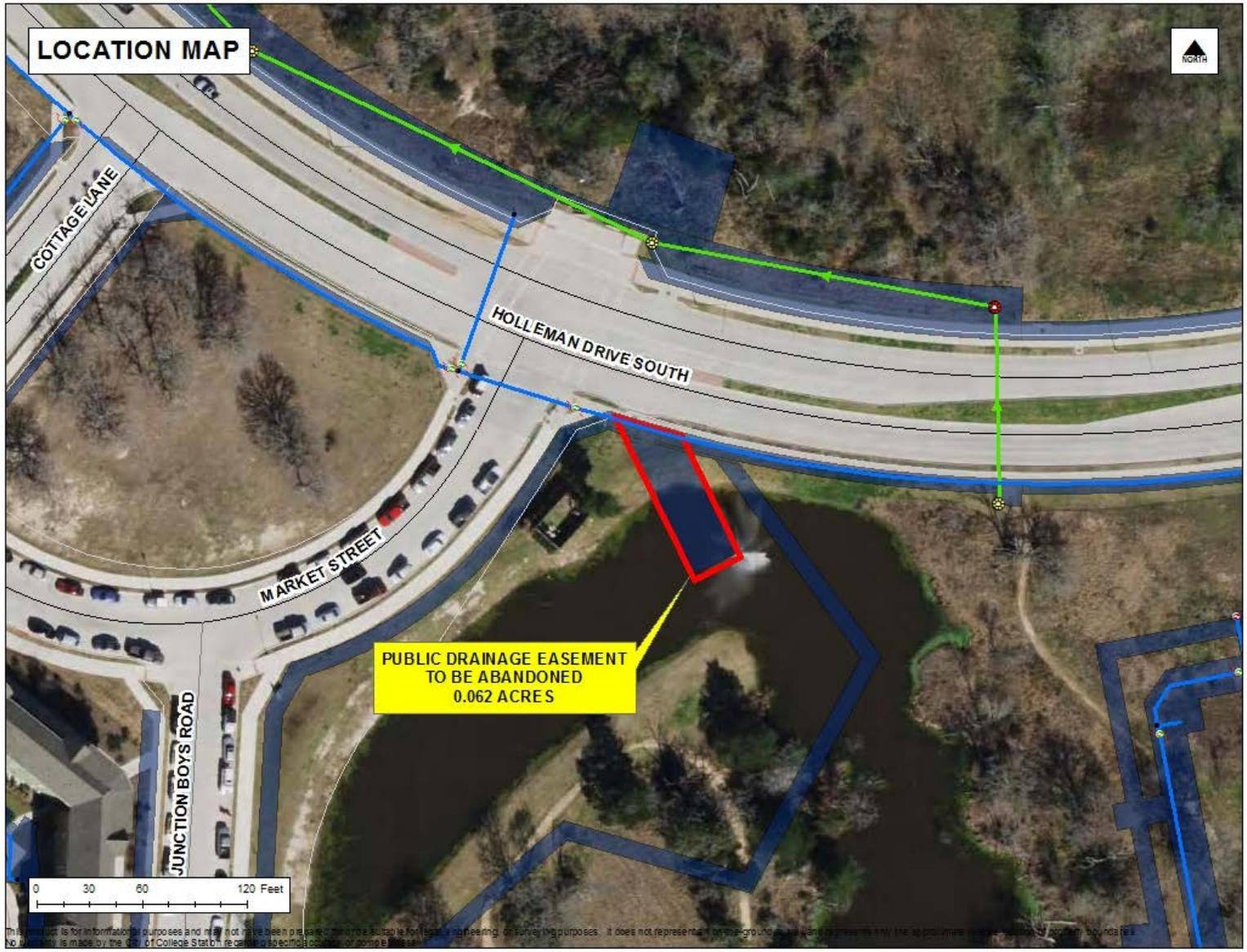
Budget & Financial Summary: N/A

**Attachments:**

1. Vicinity Map
2. Location Map
3. Ordinance
4. Exhibit "A"



This product is 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 boundaries. No warranty is made by the City of College Station regarding specific accuracy or completeness.



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

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.062 ACRE PUBLIC DRAINAGE EASEMENT BEING SITUATED IN THE CRAWFORD BURNETT LEAGUE, ABSTRACT NO. 7, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF THE REMAINDER OF A CALLED 134.041 ACRE TRACT AS DESCRIBED BY A DEED TO TLS PROPERTIES, LTD. RECORDED IN VOLUME 3091, PAGE 243 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 0.062 acre public drainage easement lying and being situated in the Crawford Burnett League, Abstract No. 7, College Station, Brazos County, Texas, said tract being a portion of the remainder of a called 134.041 acre tract as described by a deed to TLS Properties, LTD., recorded in Volume 3091, Page 243 of the Official Public Records of Brazos County, Texas, as described in Exhibit "A" attached hereto (such portion hereinafter referred to as the "Public Drainage Easement"); and

WHEREAS, in order for the Public Drainage Easement to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Public Drainage Easement described in Exhibit "A" attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Public Drainage Easement will not result in property that does not have access to public roadways or utilities.
2. There is no public need or use for the Public Drainage Easement.
3. There is no anticipated future public need or use for the Public Drainage Easement.
4. Abandonment of the Public Drainage Easement will not impact access for all public utilities to serve current and future customers.

PART 2: That the Public Drainage Easement as described in Exhibit "A" be abandoned and vacated by the City.

Ordinance NO. \_\_\_\_\_

Page 2 of 4

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2016

ATTEST:

APPROVED:

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

\_\_\_\_\_  
NANCY BERRY, Mayor

APPROVED:

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

Exhibit A

PUBLIC DRAINAGE EASEMENT NO. 4

**METES AND BOUNDS DESCRIPTION  
OF A  
0.062 ACRE TRACT  
CRAWFORD BURNETT LEAGUE, A-7  
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE CRAWFORD BURNETT LEAGUE, ABSTRACT NO. 7, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF THE REMAINDER OF A CALLED 134.041 ACRE TRACT AS DESCRIBED BY A DEED TO TLS PROPERTIES, LTD. RECORDED IN VOLUME 3091, PAGE 243 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

**COMMENCING** AT A 5/8 INCH IRON ROD FOUND ON THE EASTERLY LINE OF SAID REMAINDER OF 134.041 ACRE TRACT MARKING THE NORTH CORNER OF A CALLED 4.99 ACRE TRACT AS DESCRIBED BY A DEED TO TLS PROPERTIES, LTD. RECORDED IN VOLUME 8735, PAGE 224 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, AND THE NORTHWEST CORNER OF THE REMAINDER OF A CALLED 10.7466 ACRE TRACT AS DESCRIBED BY A DEED TO THE CITY OF COLLEGE STATION RECORDED IN VOLUME 6950, PAGE 42 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, FOR REFERENCE A 5/8 INCH IRON ROD FOUND ON THE EAST LINE OF SAID 4.99 ACRE TRACT BEARS: S 10° 56' 18" E FOR A DISTANCE OF 439.12 FEET;

**THENCE:** S 85° 48' 17" W THROUGH SAID REMAINDER OF 134.041 ACRE TRACT FOR A DISTANCE OF 567.16 FEET TO A POINT MARKING THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 840.00 FEET AND THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

**THENCE:** CONTINUING THROUGH SAID REMAINDER OF 134.041 ACRE TRACT FOR THE FOLLOWING CALLS:

S 25° 58' 12" E FOR A DISTANCE OF 77.07 FEET;

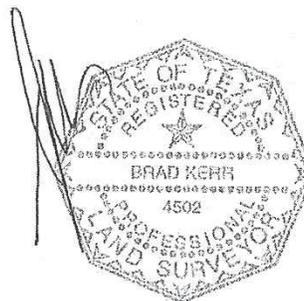
S 64° 01' 48" W FOR A DISTANCE OF 30.00 FEET;

N 25° 58' 12" W FOR A DISTANCE OF 104.12 FEET TO A POINT ON SAID COUNTERCLOCKWISE CURVE (RADIUS 840.00 FEET);

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02° 45' 24" FOR AN ARC DISTANCE OF 40.42 FEET (CHORD BEARS: S 73° 54' 09" E -40.41 FEET) TO THE POINT OF BEGINNING CONTAINING 0.062 OF AN ACRE (2711 SQUARE FEET) OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND. SEE PLAT PREPARED AUGUST, 2009, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR  
REGISTERED PROFESSIONAL  
LAND SURVEYOR No. 4502

D:/WORK/MAB/09-472L.MAB



C1  
R=840.00'  
D=02°45'24"  
L=40.42'  
T=20.21'  
LC=40.41'  
CB=S 73°54'09" E

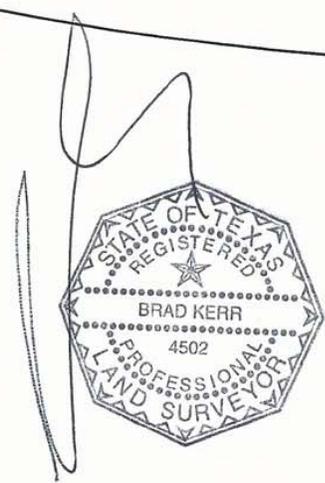
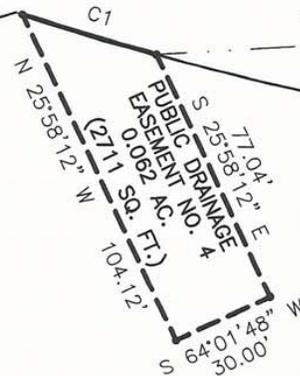


SCALE: 1" = 50'

HOLLEMAN DRIVE

5/8 INCH IRON ROD FOUND BEARS:  
N 85°48'17" E 567.16'

N/F  
TLS PROPERTIES, LTD.  
REM. 134.041 ACRE TRACT  
3091/243



REVISED 10-03-16

SURVEY PLAT  
OF  
A PUBLIC DRAINAGE EASEMENT  
CRAWFORD BURNETT LEAGUE, A-7  
COLLEGE STATION, BRAZOS COUNTY, TEXAS



SCALE: 1 INCH = 50 FEET  
SURVEY DATE: AUG. 2008  
PLAT DATE: 08-05-09  
JOB NUMBER: 09-472  
CAD NAME: 09-472E

CR5 FILE: TLS (cont); 08-593 (job)  
PREPARED BY: KERR SURVEYING, LLC  
505 CHURCH AVENUE, P.O. BOX 269  
COLLEGE STATION, TEXAS 77841  
PHONE (979) 268-3195

BEARING SYSTEM SHOWN HEREON IS BASED  
ON GRID NORTH AS ESTABLISHED FROM  
GPS OBSERVATION.

SEE METES AND BOUNDS PREPARED AUGUST  
2009 FOR MORE DESCRIPTIVE INFORMATION.



## Legislation Details (With Text)

<b>File #:</b>	16-0709	<b>Version:</b>	1	<b>Name:</b>	PUC in Lick Creek Park
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	10/26/2016	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	11/10/2016	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Public Hearing, presentation, possible action, and discussion on a resolution that establishes the City Council determination that the use of parkland is allowable and that no other feasible or prudent alternative exists for a Public Utility Corridor to run wastewater lines and other public utilities for the proposed Southern Pointe development, and that all reasonable planning measures have been taken to minimize the harm to such parkland.				
<b>Sponsors:</b>	David Coleman				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Resolution</a> <a href="#">Exhibit A - 20 foot TCC</a> <a href="#">Exhibit A - 30 foot PUC</a> <a href="#">Map</a>				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion on a resolution that establishes the City Council determination that the use of parkland is allowable and that no other feasible or prudent alternative exists for a Public Utility Corridor to run wastewater lines and other public utilities for the proposed Southern Pointe development, and that all reasonable planning measures have been taken to minimize the harm to such parkland.

Relationship to Strategic Goals: Core Services and Infrastructure, and a Diverse Growing Economy

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

**Summary:** Approval of this item will establish a Public Utility Corridor across Lick Creek Park needed for the development of Brazos County MUD #1, known as Southern Pointe. Through the park is the only feasible route for the utility corridor, since the park lies directly between Southern Pointe and the Lick Creek Wastewater Treatment Plant.

This agenda item only establishes the Public Utility Corridor across Lick Creek Park to the Lick Creek Wastewater Treatment Plant and does not create any real property rights. A separate City-authorized Right-of-Entry License Agreement will need to be executed by Brazos County MUD #1 and the Southern Pointe developer before any construction takes place in the Public Utility Corridor. The Right-of-Entry License Agreement will require that Brazos County MUD #1 and the developer provide, among other things, insurance, indemnity, release, and bonds, for the protection of City and parkland property.

A 30' wide Public Utility Corridor is being proposed from the southern property boundary of the park to the Lick Creek Wastewater Treatment Plant. The corridor will also provide for future park development and improvements such as trails, bathrooms, etc.

A 20' wide Temporary Construction Corridor will be needed alongside the 30' Public Utility Corridor to enable construction activities.

Legal descriptions and survey plats illustrating the corridor are attached in Exhibit "A". It is anticipated that the granting of the public utility corridor and the temporary construction corridor will not have a negative impact to the park nor its' operations.

Utilization of parkland for the public utility corridor is considered a use or taking of protected land in the Texas Parks and Wildlife Code.

Chapter 26.001: PROTECTED LAND; NOTICE OF TAKING (a) states: "A department, agency, political subdivision, county, or municipality of this state may not approve any program or project that requires the use or taking of any public land designated and used prior to the arrangement of the program or project as a park, recreation area, scientific area, wildlife refuge, or historic site, unless the department, agency, political subdivision, county, or municipality, acting through its duly authorized governing body or officer determines that:

- (1) there is no feasible and prudent alternative to the use or taking of such land; and
- (2) the program or project includes all reasonable planning to minimize harm to the land, as a park, recreation area, scientific area, wildlife refuge, or historic site, resulting from the use or taking."

Texas Parks and Wildlife Code Chapter 26.002: Notice of Hearing sets out the requirements for notification of the public hearing required in these situations. To be in compliance with this requirement, announcements of today's Public Hearing on this topic were posted in the Bryan/College Station Eagle on October 11, October 18, October 25, and November 1, 2016.

**Reviewed and Approved by Legal: Yes**

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

**Attachments:**

- 1) Resolution with Exhibit "A" sketches
- 2) Area Map of Lick Creek Park

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AUTHORIZING THE ESTABLISHMENT OF PUBLIC UTILITY CORRIDOR WITHIN LICK CREEK PARK.**

WHEREAS, the Texas Parks and Wildlife Code Chapter 26.001: PROTECTED LAND; NOTICE OF TAKING et. seq. establishes the requirements for the use or taking of land currently designated and used as a park, recreation area, scientific area, wildlife refuge, or historic site; and

WHEREAS, the City of College Station needs to connect underground wastewater lines and other utilities to the existing Lick Creek Wastewater Treatment Plant;

WHEREAS, in compliance with statutory requirements recited above, notice and a public hearing were held where all interested persons present who were entitled to speak did so speak; 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 determines there is no feasible and prudent alternative to the use of the described Lick Creek Park land for the establishment of a Public Utility Corridor for the connection of underground wastewater lines and other utilities to the existing Lick Creek Wastewater Treatment Plant, as set forth in Exhibit "A" attached hereto.
- PART 2: That the City Council of the City of College Station, Texas, hereby determines that the use of the parkland as described in this resolution includes all reasonable planning to minimize harm to the parkland.
- PART 3: That, based upon the above, the City Council of the City of College Station, Texas, hereby approves the use of a portion of the Lick Creek Park land for the establishment of Public Utility Corridor as set forth herein.
- PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2016.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED:

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

20-Foot Wide Temporary Construction Corridor  
0.97 acres

S. W. Robertson Survey  
Abstract No. 202

STATE OF TEXAS §

COUNTY OF BRAZOS §

**A METES & BOUNDS** description of a certain 0.97 acre 20-foot wide Temporary Construction Corridor situated in the S. W. Robertson Survey, Abstract No. 202 in Brazos County, Texas, being out of a remainder of a called 1265.370 acre tract of land conveyed to City of College Station, by Warranty Deed w/Vendor's Lien, recorded in Volume 488, Page 756 of the Deed Records of Brazos County (DRBC), being more particularly described as follows with all bearings being based on the Texas Coordinate System, Central Zone, NAD 83.

**COMMENCING** at a found 1/2-inch iron rod being at the southwest corner of said 1265.370 acre tract also being in the north line of a called 1282.09 acre tract conveyed to Animate Habitat LTD. by Warranty Deed recorded in Volume 5463, Page 208 (OPRBC), from which a found City of College Station Monument No. 254 bears South 39°50'05" East, 9094.43 feet;

THENCE North 86°48'25" East, 5537.58 feet, along the common line of said 1265.370 acre tract and the said 1282.09 acre tract to a set 5/8-inch iron rod (with cap stamped "Jones & Carter") at the **POINT OF BEGINNING** of herein described 0.97 acre 20-foot wide Temporary Construction Corridor, from which a found 5-inch cedar post at the southeast corner of said 1265.370 acre tract bears North 86°48'25" East, 1680.66 feet;

THENCE across said 1265.370 acre tract, the following nine (9) courses and distances:

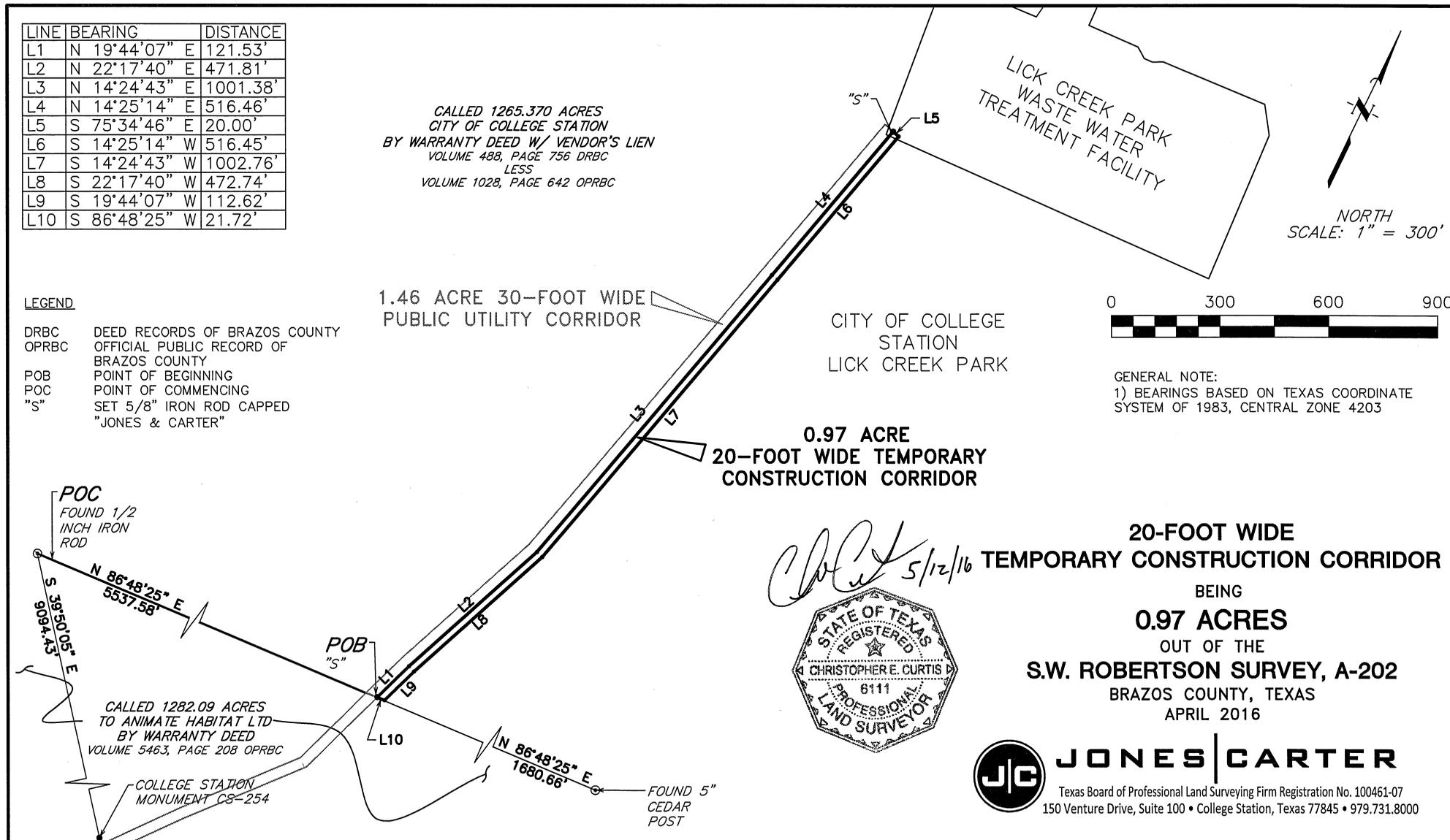
- 1.) North 19°44'07" East 121.53 feet to a point for corner;
- 2.) North 22°17'40" East 471.81 feet to a point for corner;
- 3.) North 14°24'43" East 1001.38 feet to a point for corner;
- 4.) North 14°25'14" East 516.46 feet to a set 5/8-inch iron rod (with cap stamped "Jones & Carter");
- 5.) South 75°34'46" East, 20.00 feet to a point for corner;
- 6.) South 14°25'14" West, 516.46 feet to a point for corner;
- 7.) South 14°24'43" West, 1002.76 feet to a point for corner;
- 8.) South 22°17'40" West 472.74 feet to a point for corner;
- 9.) South 19°44'07" West, 112.62 feet to a point for corner in the common line between the said 1282.09 acre tract and the said 1265.370 acre tract;

THENCE South 86°48'25" West, 21.72 feet along said common line to the **POINT OF BEGINNING**, containing 0.97 acres of land, in Brazos County, Texas, as shown on Drawing No. 1354 filed in the offices of Jones | Carter, Inc., in College Station, Texas.

S:\0-Job\13421 Southern Pointe\13421-0003-00 Southern Pointe Offsite Water & Sewer Trunklines\1 Surveying Phase\Legal Description

*Christopher E. Curtis*  
5/12/16





30-Foot Wide Public Utility Corridor  
1.46 acres

S. W. Robertson Survey  
Abstract No. 202

STATE OF TEXAS                   §

COUNTY OF BRAZOS               §

**A METES & BOUNDS** description of a certain 1.46 acre 30-foot wide Public Utility Corridor situated in the S. W. Robertson Survey, Abstract No. 202 in Brazos County, Texas, being out of a remainder of a called 1265.370 acre tract of land conveyed to City of College Station, by Warranty Deed w/ Vendor's Lien, recorded in Volume 488, Page 756 of the Deed Records of Brazos County (DRBC), being more particularly described as follows with all bearings being based on the Texas Coordinate System, Central Zone, NAD 83.

**COMMENCING** at a found 1/2-inch iron rod being at the southwest corner of said 1265.370 acre tract also being in the north line of a called 1282.09 acre tract conveyed to Animate Habitat LTD. by Warranty Deed recorded in Volume 5463, Page 208 (OPRBC), from which a found City of College Station Monument No. 254 bears South 39°50'05" East, 9094.43 feet;

THENCE North 86°48'25" East, 5505.01 feet, along the common line of said 1265.370 acre tract and the said 1282.09 acre tract to a set 5/8-inch iron rod (with cap stamped "Jones & Carter") at the **POINT OF BEGINNING** of herein described 1.46 acre 30-foot wide Public Utility Corridor, from which a found 5-inch cedar post at the southeast corner of said 1265.370 acre tract bears North 86°48'25" East, 1713.23 feet;

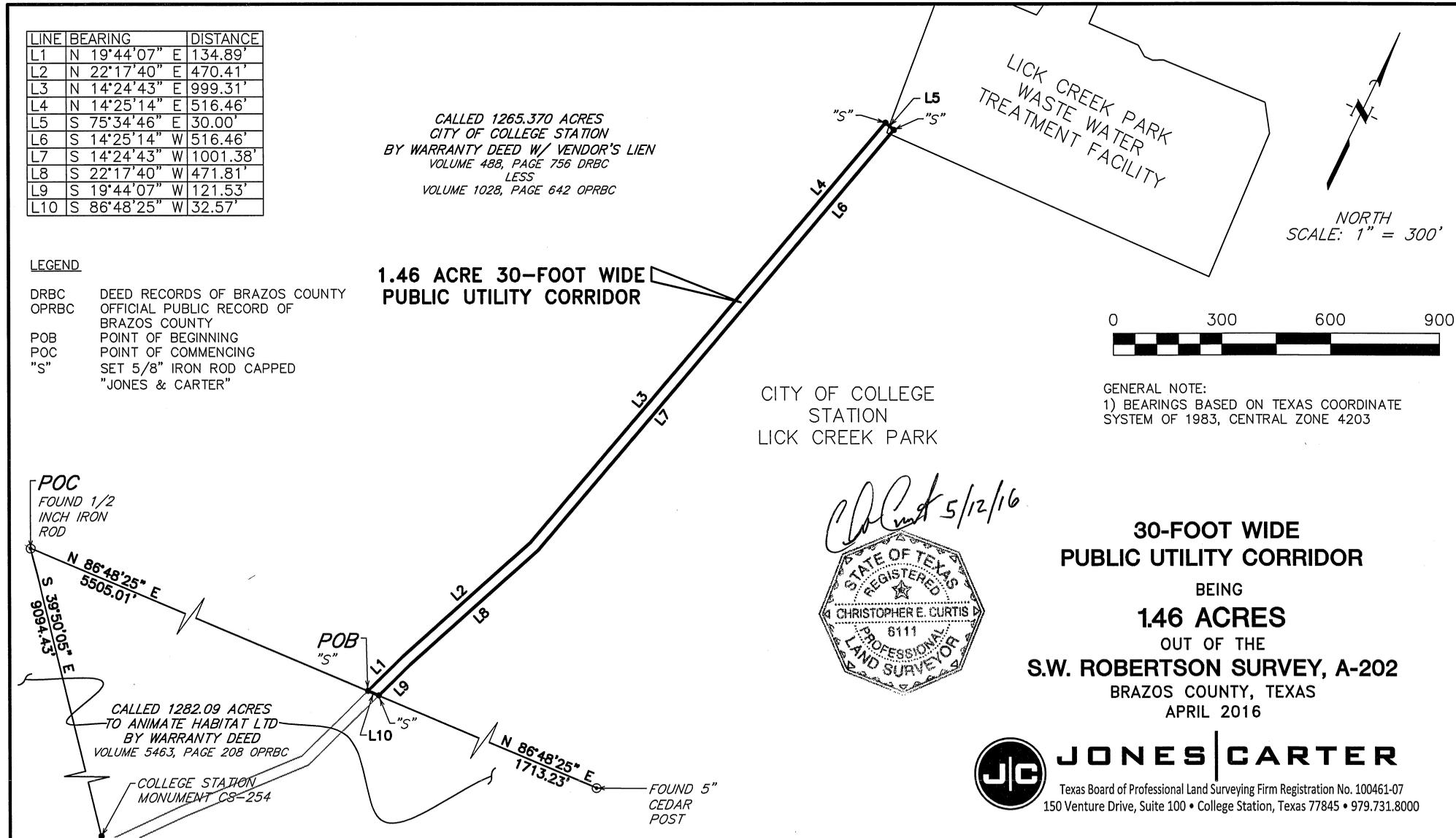
THENCE across said 1265.370 acre tract, the following nine (9) courses and distances:

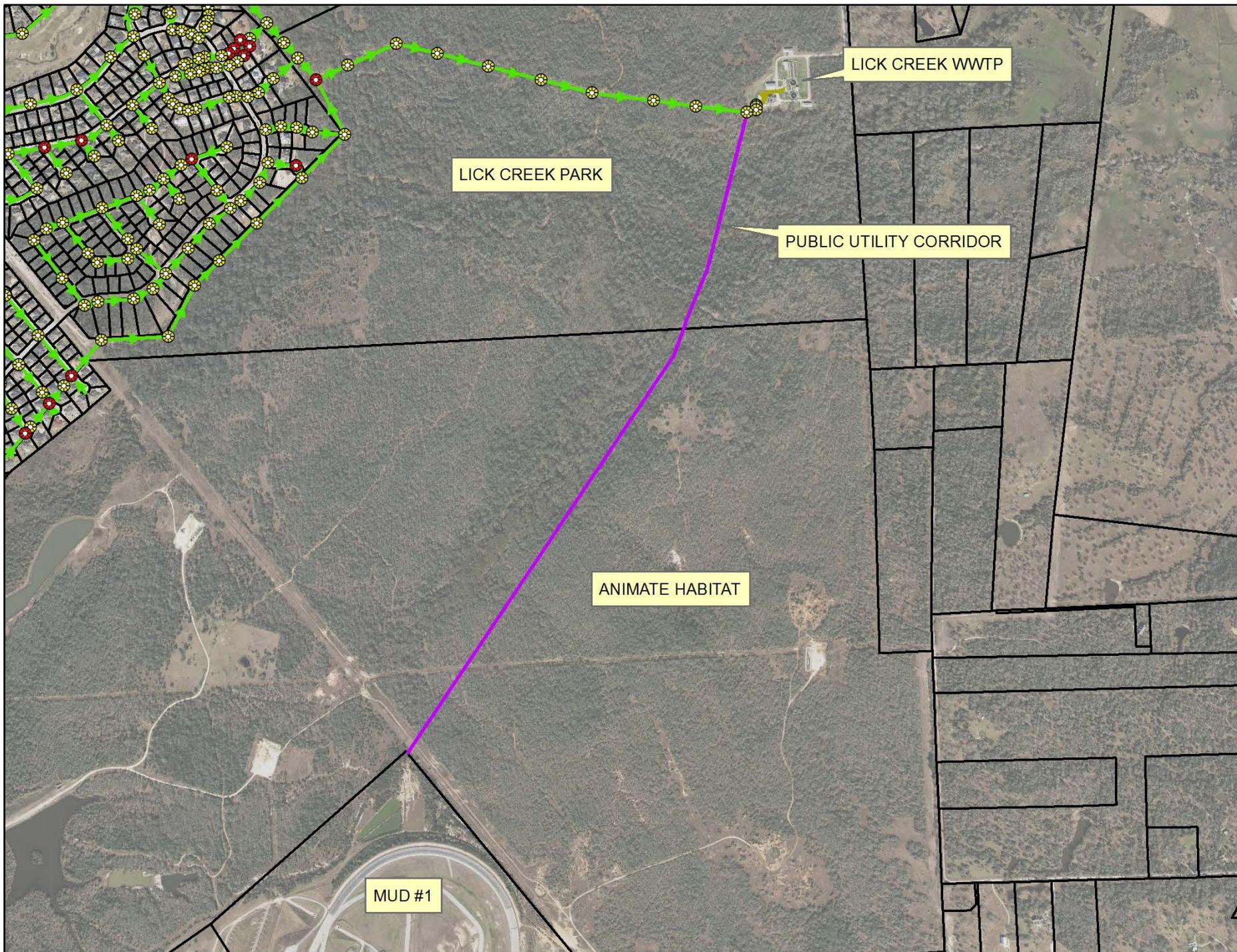
- 1.) North 19°44'07" East, 134.89 feet to a point for corner;
- 2.) North 22°17'40" East, 470.41 feet to a point for corner;
- 3.) North 14°24'43" East, 999.31 feet to a point for corner;
- 4.) North 14°25'14" East, 516.46 feet to a set 5/8-inch iron rod (with cap stamped "Jones & Carter");
- 5.) South 75°34'46" East, 30.00 feet to a set 5/8-inch iron rod (with cap stamped "Jones & Carter");
- 6.) South 14°25'14" West, 516.46 feet to a point for corner;
- 7.) South 14°24'43" West, 1001.38 feet to a point for corner;
- 8.) South 22°17'40" West, 471.81 feet to a point for corner;
- 9.) South 19°44'07" West, 121.53 feet to a set 5/8-inch iron rod (with cap stamped "Jones & Carter") in the common line between the said 1282.09 acre tract and the said 1265.370 acre tract;

THENCE South 86°48'25" West, 32.57 feet along said common line to the **POINT OF BEGINNING**, containing 1.46 acres of land, in Brazos County, Texas, as shown on Drawing No. 1355 filed in the offices of Jones | Carter, Inc., in College Station, Texas.

S:\0-Job\13421 Southern Pointe\13421-0003-00 Southern Pointe Offsite Water & Sewer Trunklines\1 Surveying Phase\Legal Descriptions









Legislation Details (With Text)

<b>File #:</b>	16-0712	<b>Version:</b>	1	<b>Name:</b>	Comprehensive Plan Amendment – 1404 Bird Pond Road
<b>Type:</b>	Comprehensive Plan	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	10/26/2016	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	11/10/2016	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Public Hearing, presentation, possible action, and discussion regarding an ordinance amending the Comprehensive Plan - Future Land Use & Character Map from Estate to Restricted Suburban for approximately 13 acres located at 1404 Bird Pond Road, more generally located near the northeast corner of Rock Prairie Road and Bird Pond Road.				
<b>Sponsors:</b>	Jessica Bullock				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Background Information</a> <a href="#">Aerial</a> <a href="#">Amendment Map</a> <a href="#">2016 9 1404 Bird Pond FINAL.pdf</a>				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending the Comprehensive Plan - Future Land Use & Character Map from Estate to Restricted Suburban for approximately 13 acres located at 1404 Bird Pond Road, more generally located near the northeast corner of Rock Prairie Road and Bird Pond Road.

Relationship to Strategic Goals:

- Good Governance
- Core Services and Infrastructure
- Diverse Growing Economy

Recommendation(s): The Planning and Zoning Commission considered this item on August 18, 2016 and voted 6-0 to recommend approval. The applicant decided to postpone the request to the November 10<sup>th</sup> City Council meeting in order to have it heard at the same time as the PDD Planned Development District rezoning request.

Summary:

**REVIEW CRITERIA**

- 1. Changed or changing conditions in the subject area or the City:** In August 2015, land located between the subject property and Rock Prairie Road received a Comprehensive Plan Amendment to Restricted Suburban and Suburban Commercial. The tract was also rezoned to RS Restricted Suburban and SC Suburban Commercial. Due to the recent amendments, the

subject tract is currently zoned R Rural located between E Estate and RS Restricted Suburban zoning districts. This Comprehensive Plan Amendment will allow a more dense land use to continue north along Bird Pond Road, further into an area with existing rural character.

**2. Scope of the request:** The request is to amend the Comprehensive Plan Future Land Use and Character Map designation for approximately 13 acres from Estate to Restricted Suburban. This amendment will allow for a future residential subdivision with medium density single-family housing (average 10,000 square-foot lots). With a maximum allowed density of four dwelling units per acre, this change could allow up to 53 lots on the subject property.

**3. Availability of adequate information:** A Restricted Suburban designation allows for future development of a medium-density single-family residential subdivision with a maximum four dwelling units per acre. Properties in this area are primarily served by Wellborn Special Utility District (water). Wellborn SUD has indicated an ability to serve domestic water service to the proposed subdivision, but cannot currently meet minimum fire flow requirements. City of College Station has agreed to allow a pressure activated valve to be installed that will open during a fire flow event.

There are currently no existing sanitary sewer mains available to serve this property. The developer is proposing an extension of a gravity main from an adjacent tract that was previously rezoned in 2015.

The property and surrounding area are not within the Fire Department's desired 4.5 minute response time.

Traffic Impact Analysis is not required for residential development. Rock Prairie Road is designated as a future 4-lane Major Arterial and Bird Pond Road is designated as a future 4-lane Minor Arterial on the City's Thoroughfare Plan Map. Both roadways are currently built to a 2-lane rural section and upgrades to their future thoroughfare section are not currently planned.

**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. The subject property and surrounding area to the north, east and south are identified in the Comprehensive Plan as part of Growth Area III. Growth Area III states that "due to the prevailing rural character, this area should remain rural in character and be developed at a low intensity. A significant portion of the total area shall be retained as natural areas, parks, or open spaces with land uses clustered or placed on large lots."

The proposed amendment shifts the existing Restricted Suburban designation further to the north along Bird Pond Road, further into Growth Area III. With the adjacent Comprehensive Plan Amendment request, staff acknowledged that Restricted Suburban may be appropriate closer to the intersection next to Suburban Commercial, stating that further amendments in this area are discouraged due to a limited future street network and utility constraints in this area, as well as to retain the existing rural character.

**5. Consideration of the Future Land Use & Character and/or Thoroughfare Plans:** The existing Future Land Use and Character designation on the property is Estate. Estate is a designation for areas with a prevailing rural character that should have limited development

activities consisting of low-density single-family of one-acre lots (or denser if clustered). The applicant requests an amendment to Restricted Suburban allowing up to four dwelling units per acre (10,000 square feet or smaller if clustered around open space). With the exception of the recent Comprehensive Plan Amendment to the south, area on the east side of Bird Pond Road is currently designated Rural.

Generally, land located between Carter's Creek and Rock Prairie Road is planned for low intensity residential uses. Due to the location of Carter's Creek and existing rural residential development in the area, there is very little thoroughfare infrastructure planned in this area, limiting overall thoroughfare capacity.

Rock Prairie Road is designated as a future 4-lane Major Arterial and Bird Pond Road is designated as a future 4-lane Minor Arterial on the City's Thoroughfare Plan Map. Both roadways are currently built to a 2-lane rural section and upgrades to their future thoroughfare section are not currently planned.

- 6. Compatibility with the surrounding area:** The adjacent land uses to the north and east are phases of Bird Pond Estates. To the south is land owned by the applicant for the development of an RS Restricted Suburban residential development. The surrounding area, including land west of Bird Pond Road, contains large acreage tracts of rural character used for single-family residential and agriculture. Located further to the east is the Carter Lake subdivision. A Restricted Suburban development will provide a medium density residential community with a more intense development pattern than the surrounding area.

Current agricultural land located to the west across Bird Pond Road is designated as future Restricted Suburban. The amendment is consistent with future land uses to the west.

- 7. Impacts on infrastructure including water, wastewater, drainage, and the transportation network:** Domestic Water service will be provided by Wellborn SUD. Wellborn SUD is unable to provide fire protection, however, the City of College Station has agreed to allow a pressure activated valve to be installed that will open during a fire flow event.

There are currently no existing sanitary sewer mains available to serve this property. The developer is proposing an extension of a gravity main from an adjacent tract that was previously rezoned.

The subject tract is in Lick Creek Drainage Basin and detention will be required. There is no FEMA regulated floodplain identified on the tract. The development will be required to comply with the City's drainage ordinance.

The future thoroughfare plan in this area provides very little connectivity and/or capacity. Future thoroughfares are limited in this area because of Carter's Creek to the north and the location of existing rural residential development, including the Carter Lake subdivision. Both Rock Prairie Road and Bird Pond Road are currently built to a 2-lane rural section. Upgrades to their future thoroughfare section are not currently planned. A traffic impact analysis is not required for residential development.

- 8. Impact on the City's ability to provide, fund, and maintain services:** The subject property and surrounding area are not within the Fire Department's desired 4.5 minute response

time, a performance indicator that can have bearing on the City's ISO rating.

Properties northeast of the intersection of Rock Prairie Road and Bird Pond Estates are located within the Wellborn Special Utility District. Wellborn SUD cannot currently provide adequate fire flows in this area, however, the City of College Station has agreed to allow a pressure activated valve to be installed that will open during a fire flow event.

There are currently no existing sanitary sewer mains available to serve this property. The developer is proposing an extension of a gravity main from an adjacent tract that was previously rezoned.

- 9. Impact on environmentally sensitive and natural areas:** This area is not recognized as environmentally sensitive. However, Growth Area III states that "due to the prevailing rural character, this area should remain rural in character and be developed at a low intensity. A significant portion of the total area shall be retained as natural areas, parks, or open spaces with land uses clustered or placed on large lots."
- 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 Estate to Restricted Suburban on just over 13 acres allows further encroachment of dense development into an area with rural character and limited infrastructure. The amendment is not in line with the goal stated as a part of Growth Area III, which indicates a desire to protect the prevailing rural character of this area.

Budget & Financial Summary: N/A

Legal Review: Yes.

Attachments:

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

**NOTIFICATIONS**

Advertised Commission Hearing Date: August 18, 2016

Advertised Council Hearing Dates: November 10, 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:

N/A

Contacts in support: Two

Contacts in opposition: Nine, concerns included increased density compared to Bird Pond Estates and development expectations along with character of area

Inquiry contacts: Two

**ADJACENT LAND USES**

<b>Direction</b>	<b>Comprehensive Plan</b>	<b>Zoning</b>	<b>Land Use</b>
<b>North</b>	Estate	E Estate	Bird Pond Estates Subdivision
<b>South</b>	Restricted Suburban	RS Restricted Suburban	Vacant (Preliminary Plan in process for Waterford Heights)
<b>East</b>	Estate	E Estate	Bird Pond Estates Subdivision
<b>West</b> (across Bird Pond Road)	Restricted Suburban	R Rural	Agricultural

**DEVELOPMENT HISTORY**

**Annexation:** November 2002

**Zoning:** R Rural

**Final Plat:** Unplatted

Originally included in 2006 Bird Pond Estates Master Plan and Preliminary Plan (Both now expired)

**Site development:** Large tract single-family



City of College Station

POWELL  
EAST

DOS  
LAGOS

BIRD  
POND PH 2

BIRDFOND  
ROAD

TEA DRIVE

EINKAMON-TEA DRIVE

YELLOW PINE COURT

BIRDFOND ROAD

Case: COMP PLAN AMENDMENT  
CPA2016-000005

1404 BIRD POND

0 350 700 Feet



# EXISTING

Future Land Use



# PROPOSED

Future Land Use



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 ESTATE TO RESTRICTED SUBURBAN FOR APPROXIMATELY 13 ACRES LOCATED 1404 BIRD POND ROAD GENERALLY LOCATED NEAR THE NORTHEAST CORNER OF ROCK PRAIRIE ROAD AND BIRD POND ROAD, 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.s 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 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 10<sup>th</sup> day of November, 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, is hereby amended by adding a new Subsection C.2.s 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 –Ordinance 3779, dated June 9, 2016
  - o. The approximately 16 acres located at 8607 Rock Prairie Road, generally located at the north of Rock Prairie Road and west of William D. Fitch Parkway –Ordinance 3794, dated August 11, 2016.
  - p. The approximately 14.25 acres of land located at 2501 Earl Rudder Freeway South, generally located north of North Forest Parkway and south of Raintree Drive, along the east side of Earl Rudder Freeway South – Ordinance 3799, dated August 25, 2016.
  - q. The approximately 7 acres of land located along the south side of State Highway 30, south of Veterans Memorial Park –Ordinance 2016-3828, dated October 27, 2016.
  - r. The approximately 58 acres of land generally located along the east side of State Highway 6 South, north of W.D. Fitch parkway and south of the future Pebble Creek Parkway extension –Ordinance 2016-3830, dated October 27, 2016.
  - s. The approximately 13 acres of land generally located near the northeast corner of Rock Prairie Road and Bird Pond Road – by this ordinance dated November 10, 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.
  - j. South College Station Mobility Study – Ordinance 2016-3827, dated October 27, 2016.
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.
  - c. South College Station Mobility Study – Ordinance 2016-3827, dated October 27, 2016.

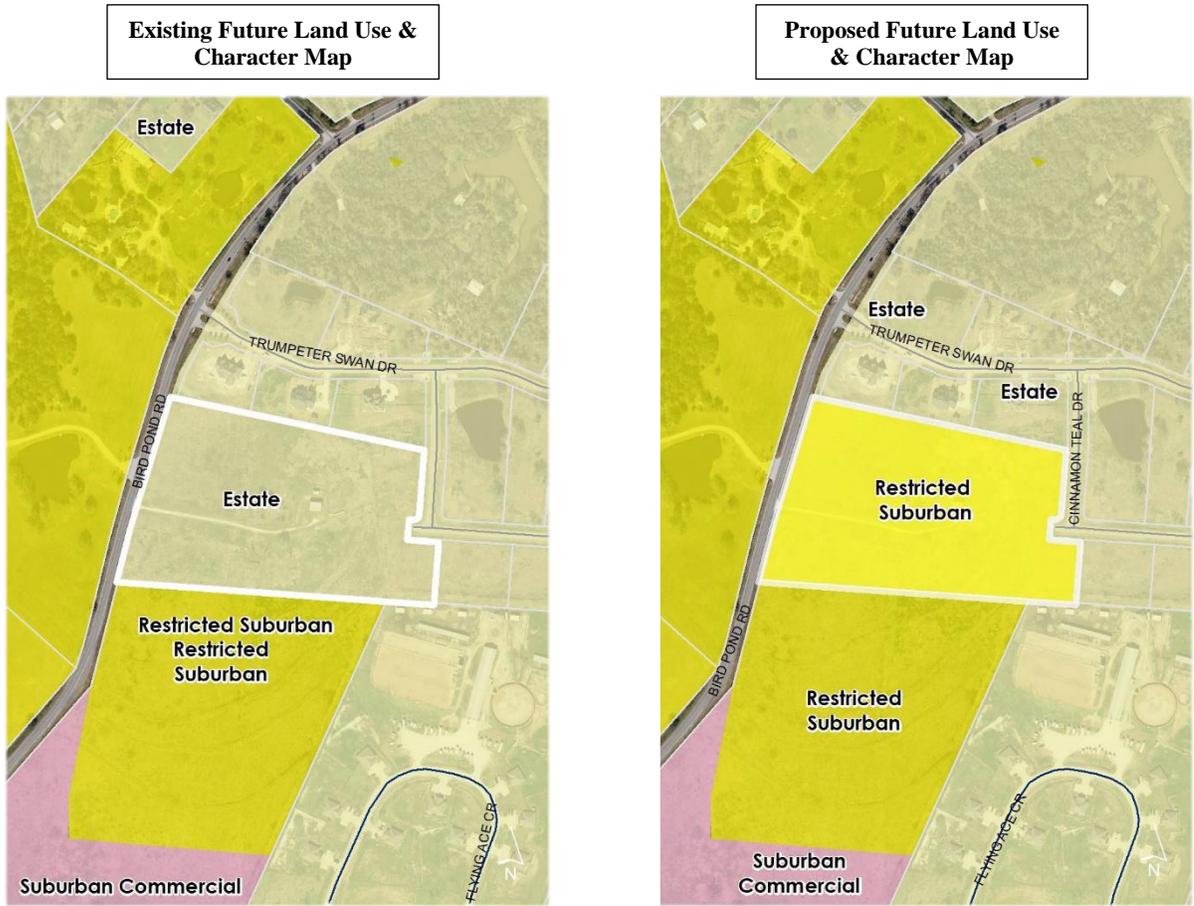
#### D. General

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 Estate to Restricted Suburban shown as follows:





## Legislation Details (With Text)

**File #:** 16-0713      **Version:** 1      **Name:** PDD Rezoning – 1404 Bird Pond Road

**Type:** Rezoning      **Status:** Agenda Ready

**File created:** 10/26/2016      **In control:** City Council Regular

**On agenda:** 11/10/2016      **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 E Estate to PDD Planned Development District for approximately 13 acres being situated in the Thomas Caruthers league, abstract no. 9, College Station, Brazos County, Texas, said tract being the remainder of a called 26.25 acre tract of land as described as tract 2 by a partition deed to John Patton Atkins recorded in volume 394, page 796 of the deed records of Brazos County, Texas, generally located at 1404 Bird Pond Road, generally located near the northeast corner of Rock Prairie Road and Bird Pond Road.

**Sponsors:** Jessica Bullock

**Indexes:**

**Code sections:**

**Attachments:** [Background Information](#)  
[Aerial and Small Area Map \(SAM\)](#)  
[E-PDD 13 ac Bird Pond 5 FINAL.pdf](#)

Date	Ver.	Action By	Action	Result
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Public hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from E Estate to PDD Planned Development District for approximately 13 acres being situated in the Thomas Caruthers league, abstract no. 9, College Station, Brazos County, Texas, said tract being the remainder of a called 26.25 acre tract of land as described as tract 2 by a partition deed to John Patton Atkins recorded in volume 394, page 796 of the deed records of Brazos County, Texas, generally located at 1404 Bird Pond Road, generally located near the northeast corner of Rock Prairie Road and Bird Pond Road.

### Relationship to Strategic Goals:

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

**Recommendation(s):** The Planning and Zoning Commission considered this item on October 20, 2016 and voted 6-0 to recommend approval.

**Summary:** The Planning and Zoning Commission considered a rezoning from E Estate to RS

Restricted Suburban for the subject property on August 18, 2016 in order to build a single-family residential development. Due to concerns from the Commission regarding minimum lot sizes, buffers, infrastructure, integrity of the area, and street connectivity, the applicant chose to withdraw that request.

The applicant is now requesting a PDD Planned Development District with a base zoning district of RS Restricted Suburban. The PDD uses modifications to address lot sizes along the northern boundary of the site adjacent to Bird Pond Estates and street connection to Bird Pond Estates.

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 Estate, with a pending application to amend the Plan to Restricted Suburban. The property is also located in Growth Area III which calls for preservation of the rural character. Generally, this area consists of land along Rock Prairie Road surrounded by established rural subdivisions and agricultural uses. According to the Comprehensive Plan, due to service limitations and the prevailing rural character, the area should remain rural in character and be developed at a low intensity. With an amendment to Restricted Suburban for approximately 17 acres on the tract adjacent to the subject property in August ----2015, density in Growth Area III is increasing. With that approval, staff recommended no further amendments in the area.

Estate is a land use designation for areas that, due to public service limitations or a prevailing rural character, should have limited development activities. These areas will tend to consist of low-density single-family lots with a minimum of one acre. Lot size can be reduced to an average of 20,000 square feet when clustered around open space.

Restricted Suburban is a land use designation for areas that should have a moderate level of development. These areas will tend to consist of medium-density single-family residential lots (average 8,000 square feet) when clustered around open space or larger when not clustered.

The Planning and Zoning Commission recommended approval unanimously of the Comprehensive Plan Future Land Use and Character Map amendment to Restricted Suburban at the meeting on -----August 18, 2016. The proposed rezoning of PDD Planned Development District with RS Restricted Suburban as the base will be consistent with the map if the amendment is approved by City Council. If City Council denies the Comprehensive Plan Future Land Use and Character Map amendment, the proposed rezoning will not be consistent.

- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The adjacent land uses to the north and east are phases of Bird Pond Estates (acreage lots with an average lot size of 1.25 acres and an overall future density of 0.4 dwelling units per acre). The subject property was originally planned to be a continuation of the Bird Pond Estates Subdivision as the third phase. To the south is land owned by the applicant for the development of an RS Restricted Suburban residential development. The surrounding area, including land west of Bird Pond Road, contains large acreage tracts of rural character used for single-family residential and agriculture. Located further to the east is the Carter Lake subdivision. A Restricted Suburban development will provide a medium density residential community with a more intense development pattern than the surrounding area.

- 3. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The rezoning request is for PDD Planned Development District with a base zoning of RS Restricted Suburban on approximately 13 acres located between the established Bird Pond Estates and property recently rezoned to RS Restricted Suburban. The applicant states that the property is suitable for RS Restricted Suburban lots and that it will be complimentary to the uses in the Medical District.

Rezoning entitles the property to develop for the uses permitted in that zoning district, which is dependent upon infrastructure being in place today or easily brought to the property (within fiscal considerations). The subject property and the surrounding area has infrastructure and service limitations that make increased density unsuitable. The area has service limitations including rural road sections with limited future thoroughfare capacity and it is not located within the Fire Department's desired 4.5 minute response time. At this time there is no sewer service to the subject property. Sewer extension to the property is contingent upon another tract on the south side of Rock Prairie Road not owned by this developer and the timing of those improvements is unknown.

- 4. Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The property is currently zoned E Estate providing opportunities for large-lot, low density single-family residential development. This zoning district should be used in areas that have public service limitations and a prevailing rural character. Given the service limitations and rural character, E Estate is a suitable zoning district.

- 5. Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The applicant indicates that the property could be marketed as an E Estate subdivision, but the marketability of Restricted Suburban lots will be much higher as some Estate lots have not been developed. At the meeting on August 18, 2016, the developer stated that almost all but two or three lots have been sold in Bird Pond Estates.

- 6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** Domestic Water service will be provided by Wellborn SUD. Wellborn SUD is unable to provide fire protection, however, the City of College Station has agreed to allow a pressure activated valve to be installed that will open during a fire flow event.

There are currently no existing sanitary sewer mains available to serve this property. The developer is proposing an extension of a gravity main from an adjacent tract that was previously rezoned. The timing of the gravity main to that adjacent tract is currently unknown and is contingent upon an agreement with another tract determining the sewer layout and extension.

The subject tract is in Lick Creek Drainage Basin and detention will be required. There is no FEMA regulated floodplain identified on the tract. The development will be required to comply with the City's drainage ordinance.

The future Thoroughfare Plan in this area provides very little connectivity and/or capacity. Future thoroughfares are limited in this area because of Carter's Creek to the north and the

location of existing rural residential development, including the Carter Lake subdivision. Both Rock Prairie Road and Bird Pond Road are currently built to a 2-lane rural section. Upgrades to their future thoroughfare section are not currently planned. A traffic impact analysis would not be required for this residential development.

## REVIEW OF CONCEPT PLAN

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

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

**General:** The proposed Concept Plan proposes a residential subdivision with an average minimum lot size of 10,000 square feet. Lots within Area I on the Concept Plan will have a minimum 0.5 acre lot size. Homes for these lots will be one story and have a maximum height of 30 feet. Area 1 will be adjacent to Lots 3, 4 and 5, Block 1, Bird Pond Estates, Phase 1.

**Modification Requested:** To be exempt from Unified Development Ordinance Section 12-8.3.E.2.a "Relation to Adjoining Street System", which would require a public street to connect to the existing street stub from Bird Pond Estates. The applicant proposes a gated emergency access road into the existing neighborhood instead.

**Community Benefits:** The applicant states that the proposed development will provide the community with a residential option that is in demand. The applicant provides larger lot sizes in area 1 of the Concept Plan which will allow a transition to the adjacent Estate lots in Bird Pond Estates.

Budget & Financial Summary: N/A

Legal Review: Yes.

Attachments:

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

**NOTIFICATIONS**

Advertised Commission Hearing Date: October 20, 2016

Advertised Council Hearing Dates: November 10, 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:

Bird Pond Estates does not have an active HOA. Staff reached out to the 10 contacts received from the original request to discuss the revised request.

Property owner notices mailed: Seven

Contacts in support: Two

Contacts in opposition: 9, including concerns about increased density compared to Bird Pond Estates, character of area, and emergency access to Bird Pond Estates

Inquiry contacts: Two

**ADJACENT LAND USES**

<b>Direction</b>	<b>Comprehensive Plan</b>	<b>Zoning</b>	<b>Land Use</b>
<b>North</b>	Estate	E Estate	Bird Pond Estates Subdivision
<b>South</b>	Restricted Suburban	RS Restricted Suburban	Vacant (Preliminary Plan in process for Waterford Heights)
<b>East</b>	Estate	E Estate	Bird Pond Estates Subdivision
<b>West</b> (across Bird Pond Road)	Restricted Suburban	R Rural	Agricultural

**DEVELOPMENT HISTORY**

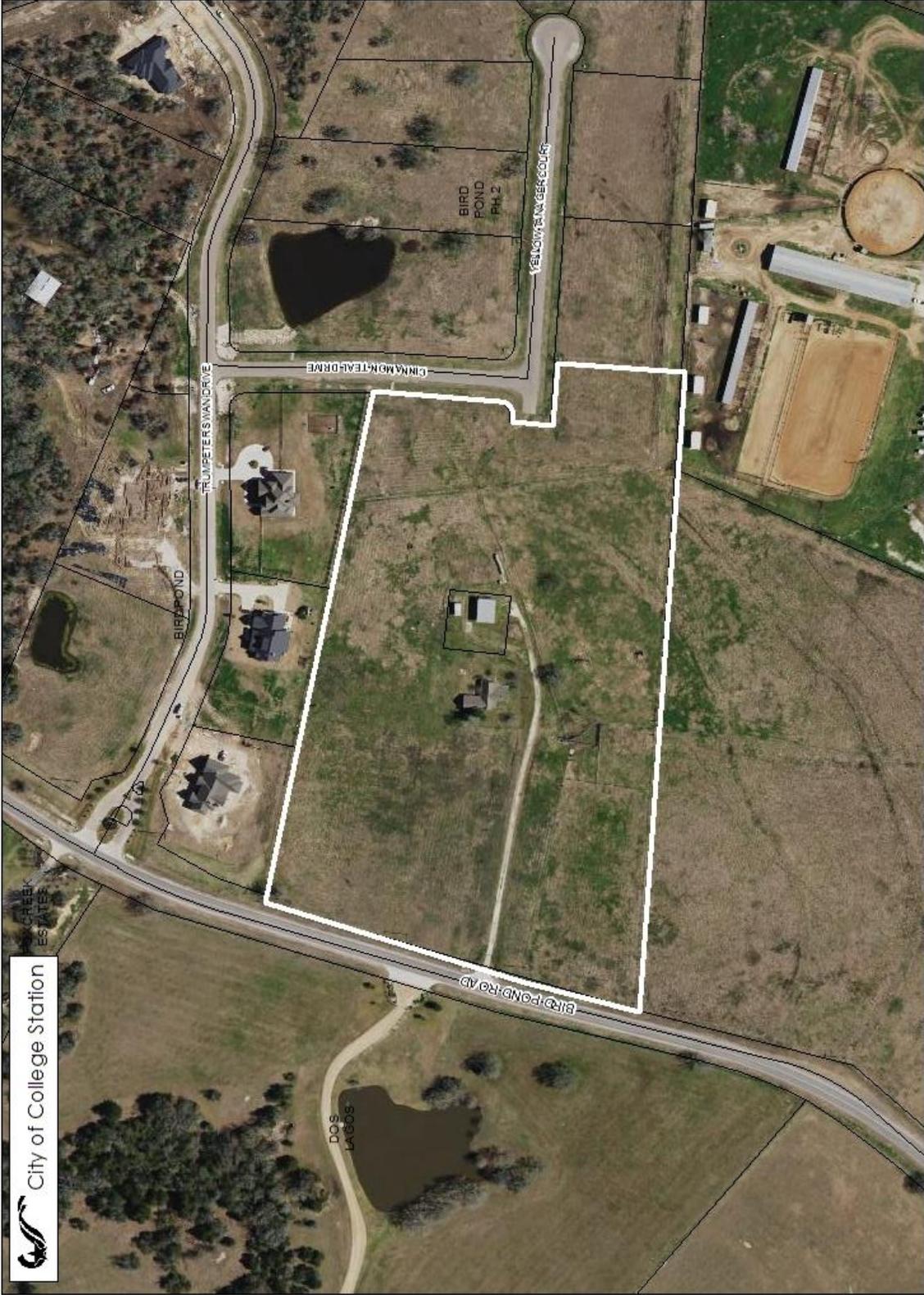
**Annexation:** November 2002

**Zoning:** R Rural

**Final Plat:** Unplatted

Originally included in 2006 Bird Pond Estates Master Plan and Preliminary Plan (Both now expired)

**Site development:** Large tract single-family



City of College Station

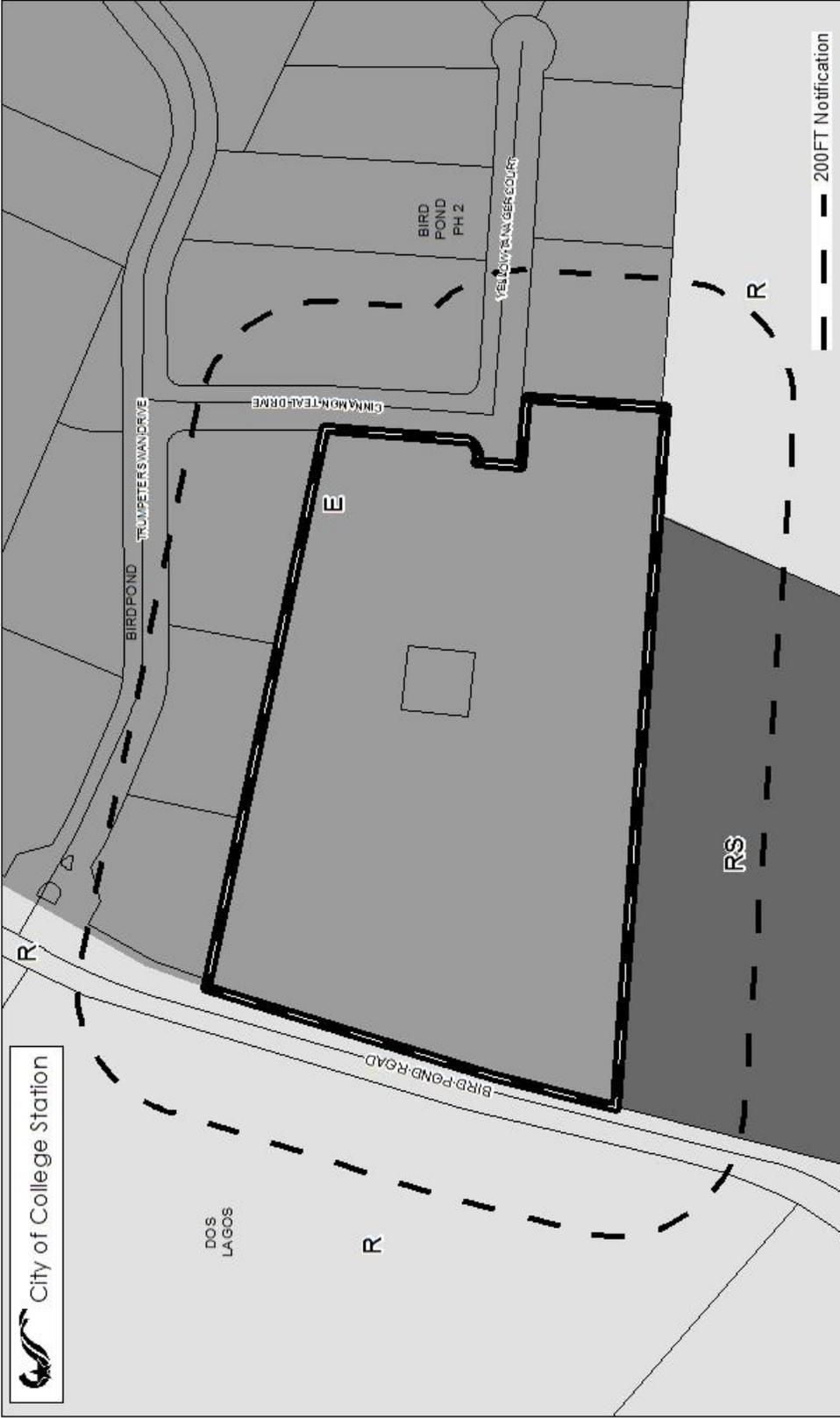
**NORTH**

0 212.5 425 Feet

**ATKINS TRACT**

Case: REZ2016-000033

**REZONING**



**ZONING DISTRICTS (in Grayscale)**

Residential	MU	Mixed-Use	CI	Commercial Industrial	Design Districts	Overlay Districts	Retired Districts
R	MHP	Manufactured Home Pk.	BP	Business Park Industrial	WPC	OV	R-1B
Rural			BPI	Business Park Industrial	Wolf Pen Creek Dev. Cor.	Corridor Ovr.	Single Family Residential
E			C-U	College and University	NG-1	RDD	R-4
Restricted Suburban					Core Northgate	Redevelopment District	Multi-Family
RS					NG-2	KO	R-6
General Suburban					Transitional Northgate	Krenek Tap Ovr.	High Density Multi-Family
D					NG-3	NPO	RD
Duplex					Residential Northgate	Nbrhd. Prevailing Ovr.	Research and Dev.
T						NCO	M-1
Townhome						HP	Light Industrial
MF						Historic Preservation Ovr.	M-2
Multi-Family							Heavy Industrial

0 212.5 425 Feet

**NORTH**

**ATKINS TRACT**

Case: REZ2016-000033

**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 E ESTATE TO PDD PLANNED DEVELOPMENT DISTRICT FOR APPROXIMATELY 13 ACRES BEING SITUATED IN THE THOMAS CARUTHERS LEAGUE, ABSTRACT NO. 9, COLLEGE STATION, BRAZOS COUNTY, TEXAS, SAID TRACT BEING THE REMAINDER OF A CALLED 26.25 ACRE TRACT OF LAND AS DESCRIBED AS TRACT 2 BY A PARTITION DEED TO JOHN PATTON ATKINS RECORDED IN VOLUME 394, PAGE 796 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, LOCATED AT 1404 BIRD POND ROAD, GENERALLY LOCATED NEAR THE NORTHEAST CORNER OF ROCK PRAIRIE ROAD AND BIRD POND ROAD; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", 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 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 10<sup>th</sup> day of November, 2016

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED:

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

**EXHIBIT "A"**

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

The following property is rezoned from E Estate to PDD Planned Development District, as described as follows:

**METES AND BOUNDS DESCRIPTION  
OF A  
13.36 ACRE TRACT  
THOMAS CARUTHERS LEAGUE, A-9  
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE THOMAS CARUTHERS LEAGUE, ABSTRACT NO. 9, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING THE REMAINDER OF A CALLED 26.25 ACRE TRACT OF LAND AS DESCRIBED AS TRACT 2 BY A PARTITION DEED TO JOHN PATTON ATKINS RECORDED IN VOLUME 394, PAGE 796 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 SET ON THE EAST LINE OF BIRD POND ROAD (A VARIABLE WIDTH PUBLIC ROAD) MARKING THE SOUTHWEST CORNER OF SAID REMAINDER OF 26.25 ACRE TRACT AND THE NORTHWEST CORNER OF A CALLED 26.25 ACRE TRACT AS DESCRIBED BY A DEED TO DALE W. CONRAD AND REBA CONRAD RECORDED IN VOLUME 460, PAGE 505 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

**THENCE:** N 14° 08' 29" E ALONG THE EAST LINE OF BIRD POND ROAD FOR A DISTANCE OF 201.16 FEET (DEED CALL: N 14° 21' 07" E – 200.00 FEET, 394/796) TO A ½ INCH IRON ROD FOUND MARKING AN ANGLE POINT IN SAID LINE;

**THENCE:** N 17° 05' 14" E CONTINUING ALONG THE EAST LINE OF BIRD POND ROAD FOR A DISTANCE OF 464.44 FEET (DEED CALL: N 16° 51' 00" E – 464.15 FEET, 394/796) TO A 12 INCH FENCE CORNER POST FOUND MARKING THE NORTHWEST CORNER OF SAID 26.25 ACRE TRACT (394/796);

**THENCE:** S 78° 03' 21" E, AT 17.66 FEET PASS A 5/8 INCH IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF LOT 5, BLOCK 1, BIRD POND ESTATES, PHASE 1, ACCORDING TO THE PLAT RECORDED IN VOLUME 8698, PAGE 19 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, CONTINUE ON ALONG THE SOUTHWEST LINE OF SAID BLOCK 1 FOR A TOTAL DISTANCE OF 891.65 FEET TO A 5/8 INCH IRON ROD FOUND ON THE WEST LINE OF CINNAMON TEAL DRIVE (70' R.O.W.) MARKING THE SOUTH CORNER OF LOT 3 OF SAID BLOCK 1. SAID RIGHT-OF-WAY ESTABLISHED PER THE PLAT OF BIRD POND ESTATES, PHASE 2, RECORDED IN VOLUME 8698, PAGE 17 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY TEXAS. SAID IRON ROD FOUND MARKING THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 165.00 FEET;

**THENCE:** ALONG THE WEST LINE OF CINNAMON TEAL DRIVE FOR THE FOLLOWING CALLS:

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 53' 49" FOR AN ARC DISTANCE OF 2.58 FEET (CHORD BEARS: S 03° 40' 29" W – 2.58 FEET)(PLAT CALL AND MEASURED, 8698/17) TO A 5/8 INCH IRON ROD FOUND MARKING THE END POINT OF SAID CURVE;

S 04° 07' 24" W FOR A DISTANCE OF 213.05 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 25.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00" FOR AN ARC DISTANCE OF 39.27 FEET (CHORD BEARS: S 49° 07' 24" W – 35.36 FEET)(PLAT CALL AND MEASURED, 8698/17) TO A 5/8 INCH IRON ROD FOUND ON THE NORTH LINE OF YELLOW Tanager COURT MARKING THE END POINT OF SAID CURVE;

**THENCE:** N 85° 52' 36" W ALONG THE NORTH LINE OF YELLOW Tanager COURT FOR A DISTANCE OF 10.00 FEET (PLAT CALL AND MEASURED, 8698/17) TO A 5/8 INCH IRON ROD FOUND MARKING THE

NORTHWEST CORNER OF YELLOW Tanager COURT;

**THENCE:** S 04° 07' 24" W ALONG THE WEST LINE OF YELLOW Tanager COURT FOR A DISTANCE OF 70.00 FEET (PLAT CALL AND MEASURED, 8698/17) TO A 5/8 INCH IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF YELLOW Tanager COURT;

**THENCE:** S 85° 52' 36" E ALONG THE SOUTH LINE OF YELLOW Tanager COURT FOR A DISTANCE OF 106.98 FEET (PLAT CALL AND MEASURED, 8698/17) TO A 5/8 INCH IRON ROD FOUND MARKING THE NORTHWEST CORNER OF LOT 8, BLOCK 3 OF SAID BIRD POND ESTATES, PHASE 2;

**THENCE:** S 04° 07' 24" W ALONG THE WEST LINE OF SAID LOT 8 FOR A DISTANCE OF 218.30 FEET (PLAT CALL AND MEASURED, 8698/17) TO A 1/2 INCH IRON ROD FOUND ON THE COMMON LINE OF SAID 26.25 ACRE TRACT (394/796) AND A CALLED 26.245 ACRE TRACT AS DESCRIBED BY A DEED TO FLYING ACE RANCH, LTD. RECORDED IN VOLUME 3767, PAGE 237 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

**THENCE:** N 85° 53' 57" W (DEED CALL BEARING: N 85° 52' 49" W, 394/796) ALONG THE COMMON LINE OF SAID 26.25 ACRE TRACT (394/796) AND SAID 26.245 ACRE TRACT, PASS THE COMMON CORNER OF SAID 26.245 ACRE TRACT AND SAID 26.25 ACRE TRACT (460/505), CONTINUE ON ALONG THE COMMON LINE OF SAID 26.25 ACRE TRACT (394/796) AND SAID 26.25 ACRE TRACT (460/505) FOR A TOTAL DISTANCE OF 1094.55 FEET TO THE **POINT OF BEGINNING** CONTAINING 13.36 ACRES OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND MARCH, 2012. SEE PLAT PREPARED MARCH, 2012, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR  
REGISTERED PROFESSIONAL  
LAND SURVEYOR No. 4502

C:/WORK/MAB/12-135



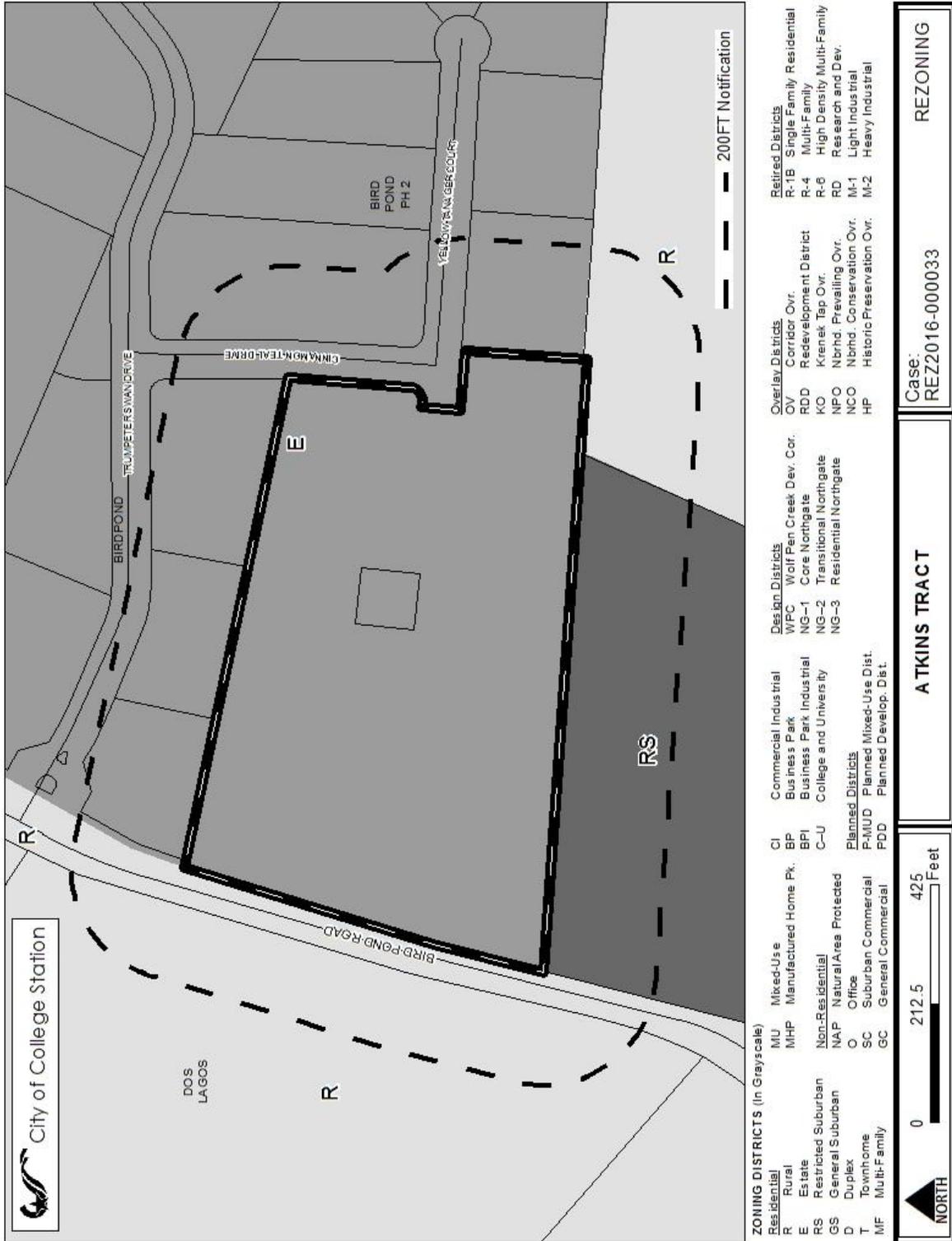
**EXHIBIT “B”****General Requirements:**

**General:** The uses and residential dimensional standards allowed shall be the same as for RS Restricted Suburban except where specifically set forth in this Ordinance. In accordance with the Concept Plan, there shall be a residential subdivision with an average minimum lot size of 10,000 square feet with an absolute minimum lot size of 6,500 square feet. Lots within Area 1 shown on the Concept Plan will have a minimum 0.5 acre lot size in order to transition from larger lot sizes on adjacent tract to smaller ones on subject tract. Specifically, Area 1 will be adjacent to Lots 3, 4 and 5, Block 1 of Bird Pond Estates, Phase 1. Homes for lots within Area 1 will be one story and have a maximum height of 30 feet.

**Modification from Subdivision Design and Improvements:** The subject tract will be exempt from Unified Development Ordinance Section 12-8.3.E.2.a “Relation to Adjoining Street System”, which requires the construction of the necessary street intersection to an existing adjacent street. In lieu of this requirement, a gated emergency access road will be constructed connecting the existing adjacent Yellow Tanager Court to the proposed development on the subject tract as shown on the Concept Plan.

**Community Benefits:** The applicant represents that the proposed development as reflected in this Ordinance will provide the community with a residential option that is in demand. The applicant provides larger lot sizes in area 1 of the Concept Plan which will allow a transition to the adjacent Estate lots in Bird Pond Estates.

EXHIBIT "C"

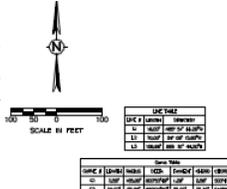
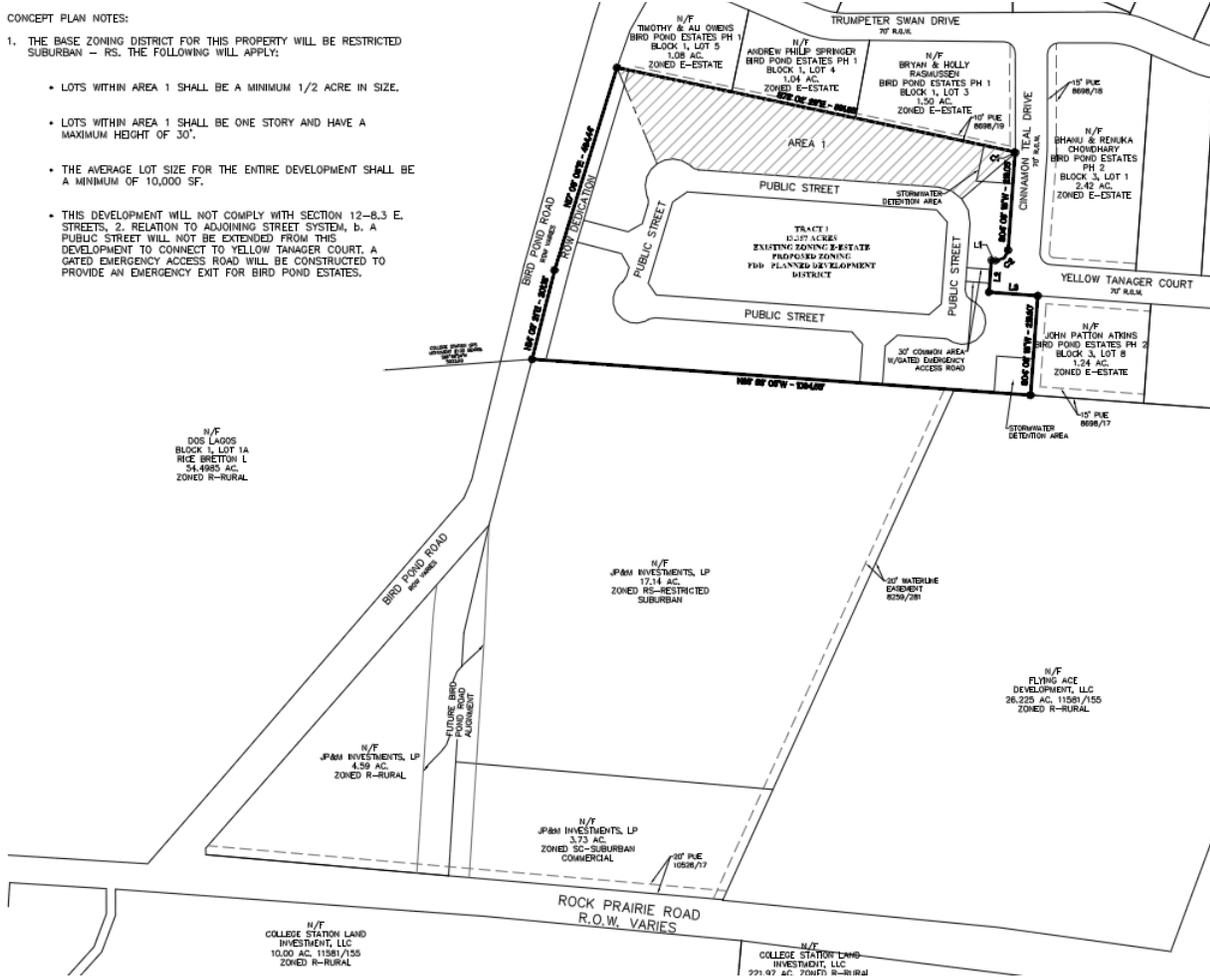


## EXHIBIT "D" CONCEPT PLAN

**CONCEPT PLAN NOTES:**

1. THE BASE ZONING DISTRICT FOR THIS PROPERTY WILL BE RESTRICTED SUBURBAN - RS. THE FOLLOWING WILL APPLY:

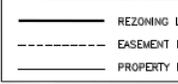
- LOTS WITHIN AREA 1 SHALL BE A MINIMUM 1/2 ACRE IN SIZE.
- LOTS WITHIN AREA 1 SHALL BE ONE STORY AND HAVE A MAXIMUM HEIGHT OF 30'.
- THE AVERAGE LOT SIZE FOR THE ENTIRE DEVELOPMENT SHALL BE A MINIMUM OF 10,000 SF.
- THIS DEVELOPMENT WILL NOT COMPLY WITH SECTION 12-8.3 E. STREETS, 2. RELATION TO ADJOINING STREET SYSTEM, b. A PUBLIC STREET WILL NOT BE EXTENDED FROM THIS DEVELOPMENT TO CONNECT TO YELLOW TANGAR COURT. A GATED EMERGENCY ACCESS ROAD WILL BE CONSTRUCTED TO PROVIDE AN EMERGENCY EXIT FOR BIRD POND ESTATES.



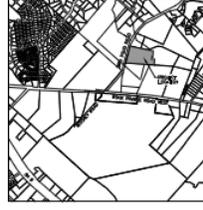
**NOTES:**

1. BEARING SYSTEM SHOWN HEREIN IS BASED ON THAT ESTABLISHED FROM GPS OBSERVATION.
2. THIS TRACT DOES NOT LIE WITHIN A DESIGNATED FLOODPLAIN ACCORDING TO THE F.L.A.C. MAPS, CD NO. 4804100310 F, EFFECTIVE DATE 4/02/14.

**LEGEND**



**VICINITY MAP**



**CONCEPT PLAN**

**13.357 ACRES**  
**1404 BIRD POND ROAD**  
**COLLEGE STATION, TEXAS**  
 EXISTING ZONING  
 E - ESTATE  
 PROPOSED ZONING  
**PDD - PLANNED DEVELOPMENT DISTRICT**

THOMAS CARUTHEAS LEACH, A-9  
 COLLEGE STATION, TRAVIS COUNTY, TEXAS

SURVEY  
 1984 R.M. 2722  
 1/2" = 100'  
 245' x 100'  
 275' x 100'

OWNER: JPM INVESTMENTS, LP  
 791.07 AC. ZONED R-RURAL

APPLICANT: FLYING ACE DEVELOPMENT, LLC  
 26.259 AC. 11581/155 ZONED R-RURAL



## Legislation Details (With Text)

**File #:** 16-0720      **Version:** 1      **Name:** PDD Rezoning – 2381 Earl Rudder Freeway South  
**Type:** Rezoning      **Status:** Agenda Ready  
**File created:** 10/27/2016      **In control:** City Council Regular  
**On agenda:** 11/10/2016      **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 SC Suburban Commercial to PDD Planned Development District for approximately 6.89 acres being situated in the McGill Subdivision, Lot 1, Block 1 recorded in Volume 11610, Page 121 of the deed records of Brazos County, Texas, generally located at 2381 Earl Rudder Freeway South, more generally located North of Raintree Drive along Earl Rudder Freeway South.

**Sponsors:** Mark Bombek

**Indexes:**

**Code sections:**

**Attachments:** [Background](#)  
[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 SC Suburban Commercial to PDD Planned Development District for approximately 6.89 acres being situated in the McGill Subdivision, Lot 1, Block 1 recorded in Volume 11610, Page 121 of the deed records of Brazos County, Texas, generally located at 2381 Earl Rudder Freeway South, more generally located North of Raintree Drive along Earl Rudder Freeway South.

### 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 October 20, 2016 and unanimously recommended approval of rezoning without the additional height restriction recommended by staff. Additionally, the Planning and Zoning Commission recommended a condition to restrict the location of drive-thru restaurants only within phase one, as indicated on the Concept Plan. The ordinance was prepared to address the Commission’s recommendation.

Summary:

**REVIEW CRITERIA**

- 1. Consistency with the Comprehensive Plan:** The subject property is designated as Suburban Commercial and Natural Areas Reserved on the Comprehensive Plan Future Land Use and Character Map. The Suburban Commercial designation is intended for commercial activities that cater primarily to nearby residents and are areas that tend to be small in size and located adjacent to major roadways. The design of these structures is compatible in size, roof type and pitch, architecture, and lot coverage with the surrounding single-family residential uses. The Natural Areas - Reserved designation is intended for areas that should be preserved for their natural function or open space qualities. The proposed rezoning of PDD Planned Development District with a base zoning designation of SC Suburban Commercial is consistent with the property's designation on the Future Land Use and Character Map. Additionally this proposal is only considering the property that is already zoned for Suburban Commercial Development and is not encroaching into the area that is already under the protections of the Natural Areas Protected zoning designation.
- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The proposed PDD Planned Development District rezoning will have a base district of SC Suburban Commercial. The property was previously zoned as SC Suburban Commercial in 2013 to allow for the development of businesses that are contextually appropriate given the subject property's proximity to the Raintree Subdivision. The current request is seeking to further expand the development opportunities of this property with consideration to its adjacency to Earl Rudder Freeway South and filling a need for regionally serving commercial businesses along the bypass. The PDD requests to allow for uses traditionally permitted in GC General Commercial while putting additional restriction on the location of accessory amenities or services to mitigate the impact posed on the adjacent neighborhood. The proposed zoning and concept plan is compatible with the area in that it is meeting the needs of the larger region, while proposing restrictions on future development to design with level of sensitivity to the abutting homes of the Raintree Subdivision.
- 3. Suitability of the property affected by the amendment for uses permitted by the districts that would be made applicable by the proposed amendment:** The proposed rezoning is appropriate for this area due to its location on the frontage road of Earl Rudder Freeway South and its proximity to single-family development and protected natural areas.
- 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:** It has been understood that this property is suitable for commercial uses though the intensity of commercial has been the discussion on this property for some time. Due to the subject property's location and visibility along Earl Rudder Freeway it would traditionally be appropriate to have more regionally serving general commercial uses. However, with the site being adjacent to the Raintree Neighborhood it would be appropriate to have uses that more in line with our Suburban Commercial District. Rezoning the property to PDD with the requested uses to be defined later in this report would open up opportunities to market the property for more regionally serving commercial development as typically seen along the Freeway, but would allow development restrictions to aid in protecting the existing homes that are located within the Raintree Neighborhood.

5. **Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The property can be marketed under the current zoning which allows for commercial uses appropriate for a land adjacent to a single-family neighborhood. The owner claims that the proposed rezoning that not only allows uses permitted under SC Suburban Commercial but also additional uses allowed under GC General Commercial will help increase the marketability and development of the property.

6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** There is an existing 12-inch water main adjacent to the tract along Earl Rudder Freeway South. There is also a 15-inch sanitary sewer main running through the northern portion of the property. Drainage is generally to the north within the Wolf Pen Creek Drainage Basin. The property is currently not encumbered by FEMA Special Flood Hazard Area. Drainage and other public infrastructure required with site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines. Existing infrastructure appears to be adequate for the proposed use.

The subject tract will take access from Earl Rudder Freeway South (Freeway/Expressway), pending TxDOT approval. A Traffic Impact Analysis (TIA) was completed for the previous PDD request in 2009. Due to the intensity of uses not increasing when factoring the base zoning district, a new TIA will be required with the Site Plan once uses for the property have been further established.

## 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 for 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:** The Concept Plan proposes a mix of commercial uses. As designated on the Comprehensive Plan, the subject property is proposed as Suburban Commercial. An environment with a mix of commercial uses potentially allows better opportunities for nearby residents to shop, dine, and potentially work near their place of residence, and providing additional services that benefit the community at large. Developing with a level of sensitivity for the adjacent residential homes this property is suitable to market for more regionally serving commercial uses.
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:** The proposed Concept Plan is in general conformity with the policies, goals, and objectives of the Comprehensive Plan. The Future Land Use and Character Map designates this area for Suburban Commercial uses which is the base zoning district for what is proposed. The additional commercial uses proposed with Suburban Commercial are also appropriate given the development modifications and restrictions that would be in place.
3. **The proposal is compatible with existing or permitted uses on abutting sites and will**

**not adversely affect adjacent development:** The proposed development is bordered by Single-Family directly adjacent to the property and Natural Areas to the direct north and east. The addition of commercial in this area meets the expectations of the Comprehensive Plan and works to provide additional services to nearby residents.

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:** No dwelling units are proposed with this development.
5. **The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities:** There are currently no additional provisions for public facilities or improvements outside of what is required with the development of the site.
6. **The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity:** The subject property is designated for Suburban Commercial uses. Besides the requested meritorious modifications, the proposed development will meet all City requirements.
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:** A Traffic Impact Analysis (TIA) was completed during the previous rezoning. Based on the proposed uses at this time the existing TIA is still sufficient, although an updated TIA will be required with the site plan application.

**General:**

The applicant has provided the following information related to the purpose and intent of the proposed zoning district:

“We are seeking a PDD Planned Development District with SC Suburban Commercial as the base, with modifications to the allowed uses and development standards. It is our hope that this PDD will make the property more marketable for commercial development, while offering single-family protection to the adjacent neighborhood, and ultimately an asset to the community.”

The applicant proposes to utilize SC General Commercial as the base, underlying zoning district. The following information explains the proposed meritorious modifications and community benefits proposed in addition to the community benefits with this request.

**Base Zoning and Meritorious Modifications**

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

- **UDO Section 12-6.4.AB Retail Sales, and Services:** Retail buildings in SC Suburban Commercial are not to exceed 15,000 square feet and 2 stories/35 feet in height. The applicant is requesting to remove the 15,000 square foot cap on building size for uses

proposed with this rezoning. As additional clarification, a cap of no more than 50,000 square feet on retail sales and services uses is proposed as this is currently a retail size that is reserved for GC General Commercial, and the applicant is not requesting the use for larger single-tenant retail with this zoning.

- **UDO Section 12-6.3 Types of Uses:** The following are proposed to be permitted land uses in addition to those already permitted by right in SC Suburban Commercial:
  - o Hotel
  - o Drive-thru restaurant
  - o Retail sales and service uses not to exceed 50,000 square feet

Understanding the sensitivity of the location of this property in relation to its nearby residential property, the applicant is proposing that during the development of the property any use would be required to place accessory or external facilities of the development such as order boards, drive-thru windows, sanitation facilities, loading docks, or any outdoor amenities related to a hotel use on the side of the building furthest away from the adjacent Raintree residences.

- **UDO Section 12-7.2.H Height:** Buildings in SC Suburban Commercial are restricted in building height such that buildings are limited to 2 stories/ or 35 feet in height. The applicant is requesting that any proposed development be regulated as any GC General Commercial use would be but ultimately capped at 49 feet as proposed on the concept plan. This would mean the only restriction on height for this property would come from Single-family Height Protection which requires a 2:1 distance requirement from the common property boundary or adjacent single-family zoning district or use.

Due to the nature of the site, staff is recommending that an increased restriction be placed on building height for development on this property. In the SC Suburban Commercial zoning district height is limited to 2 stories or 35 feet to reduce the visual impact of commercial uses that would be adjacent to single-family property. This cap in height is also intended to help bring the commercial development down to a scale that is more in line with the development patterns for a single-family neighborhood. Understanding that this property is in a unique location where it has geographical attributes that provide a level of demand for larger scale commercial, it is still important to preserve the integrity and quality of life of the existing residences directly adjacent to it. Staff agrees that the standard 2-story height restriction of the SC Suburban Commercial district may not be the most fitting, but as a compromise, recommended that the height be restricted to Single-Family Height Protection of 3:1 in lieu of 2:1. The Table below will provide an example not specific to this project of the difference between the zoning district standard and staff recommendation.

<b>Standard Ratio of 2:1</b> (1ft of building height = 2ft of buffer)	50-foot building height (approx. 4 story)	setback 100 feet from common property line
<b>Staff Recommended of 3:1</b> (1ft of building height = 3ft of buffer)	50-foot building height (approx. 4 story)	setback 150 feet from common property line

- **UDO Section 12-7.3.C Dimensions, Access, and Location:** The Unified Development Ordinance states that parking shall not be located between the structure and an adjacent single-family use or zoning district. In order to keep the buildings as far away from the single-family residences as possible, the applicant is requesting that parking be permitted between

the buildings and the residential area.

- **UDO Section 12-7.10 Non-Residential Architectural Standards:** Buildings developed within a Suburban Commercial zoning district are held to a different architectural standard than buildings in other zoning districts. Due to Suburban Commercial being located near established or developing residential neighborhoods there is a desire to bring a similar architectural aesthetic to the abutting commercial to mitigate any negative impact and allow for easier incorporation into the neighborhood. Due to the property's location along a major thoroughfare and at the edge of the raintree neighborhood, the applicant is requesting to be regulated by the General Commercial Architectural standards as opposed to the Suburban Commercial standards. The development is intended to be serving visitors on a more regional scale than on a neighborhood scale, and applying higher architectural restrictions would further limit the marketability of commercial users for this property.

### **Community Benefits**

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

“According to the UDO, Suburban Commercial properties developing next to an existing single-family residence are required to provide a 20-foot buffer yard and a fence. In order to further reduce the impacts of development, we will be providing an additional 10 feet to make a 30-foot buffer yard and a fence. Within the buffer yard, we will double the required plantings.”

Budget & Financial Summary: N/A

### Attachments:

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

**NOTIFICATIONS**

Advertised Commission Hearing Date: October 20, 2016  
 Advertised Council Hearing Dates: November 10, 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:

Raintree Neighborhood Association

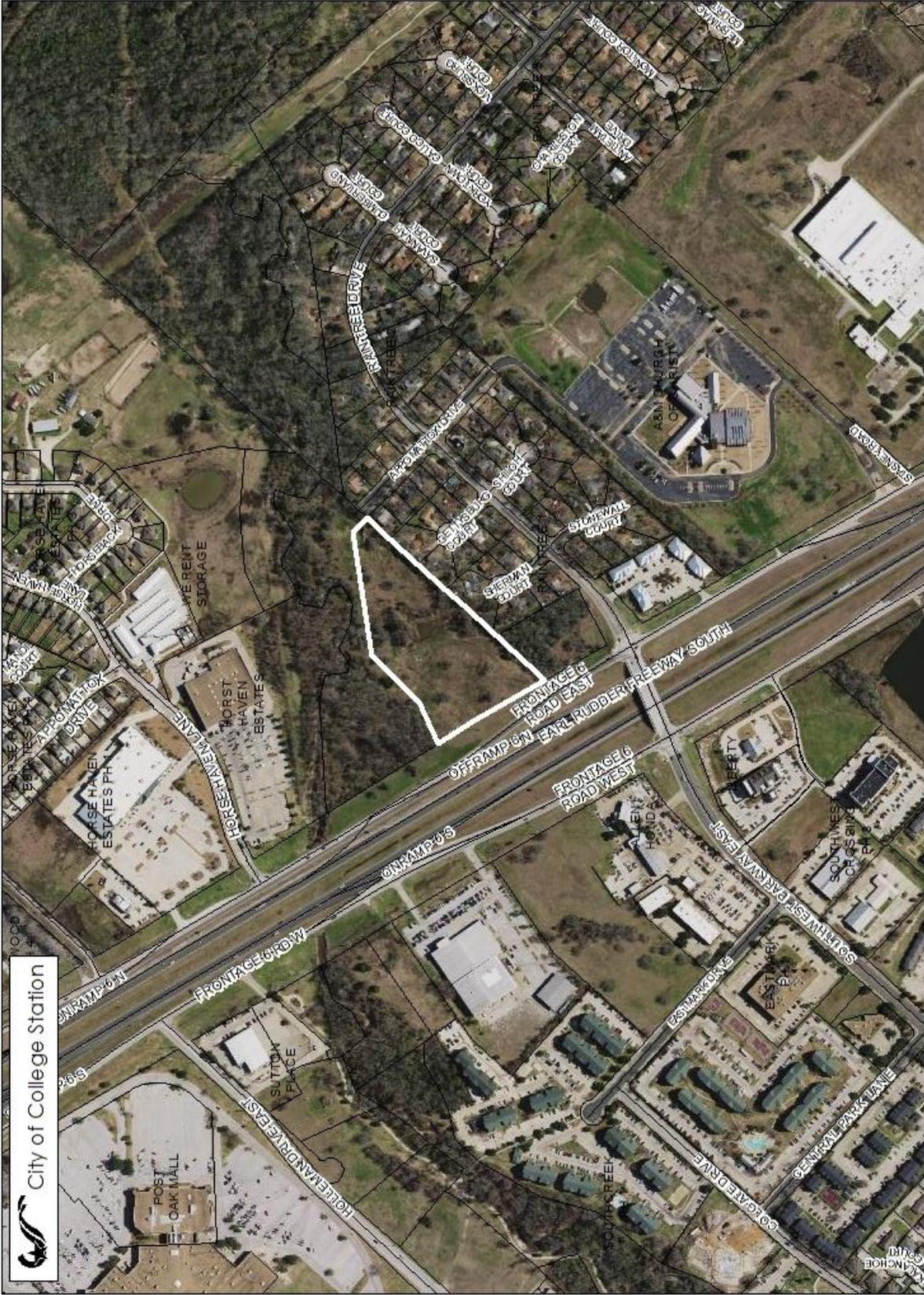
Property owner notices mailed: 17  
 Contacts in support: None  
 Contacts in opposition: None  
 Inquiry contacts: One

**ADJACENT LAND USES**

Direction	Comprehensive Plan	Zoning	Land Use
North	Natural Areas Reserved	PDD-B Planned Development District, A-O Agricultural Open	Academy Sports and Outdoors, Floodplain, Vacant
South	Restricted Suburban, Suburban Commercial	R-1 Single- Family Residential	Raintree Subdivision, Vacant
East	Natural Areas Reserved, Restricted Suburban	A-O Agricultural Open R-1 Single-Family Residential	Vacant, Raintree Subdivision
West (Across Earl Rudder Freeway S)	Natural Areas Reserved, General Commercial	GC General Commercial, WPC Wolf Pen Creek	Allen Honda, Grand Station Entertainment

**DEVELOPMENT HISTORY**

**Annexation:** February 1971 and September 1977  
**Zoning:** A-O Agricultural Open and R-1 Single-Family Residential Upon Annexation  
 PDD Planned Development District in 2009  
 SC Suburban Commercial in 2013  
**Final Plat:** Platted as Lot 1, Block 1 of the McGill Subdivision (2013)  
**Site development:** Vacant




 City of College Station

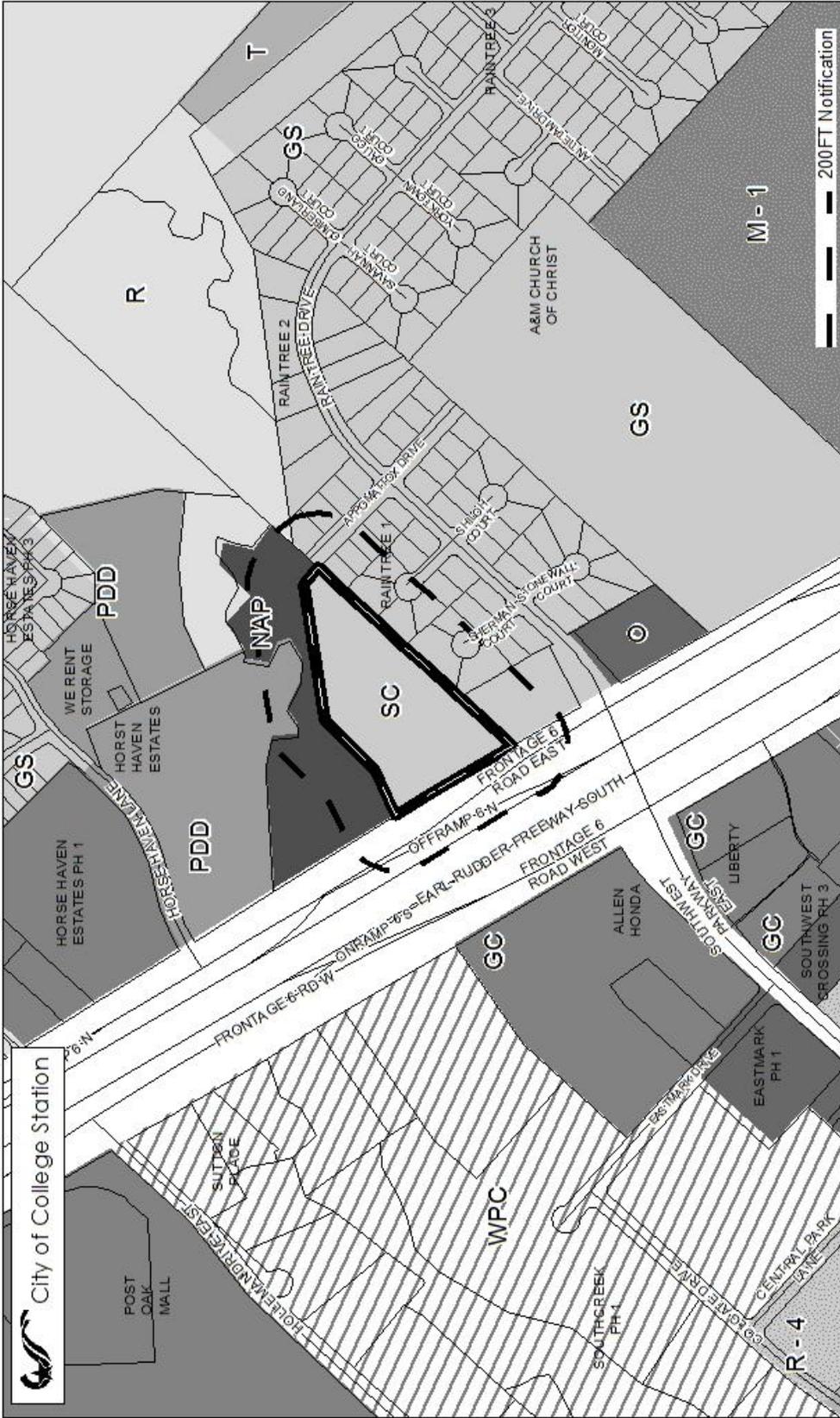
REZONING

Case: REZ2016-000023

MCGILL TRACT

0 500 1,000 Feet





City of College Station

**ZONING DISTRICTS (In Greyscale)**

Residential	MU	Mixed-Use	CI	Commercial Industrial	Design Districts	Overlay Districts	Revised Districts
R Rural	MHP	Manufactured Home Pk.	BP	Business Park	WPC Wolf Pen Creek Dev. Cor.	OV Corridor Ovr.	R-1B Single Family Residential
E Estate	Non-Residential	BPI Business Park Industrial	C-U	College and University	NG-1 Core Northgate	RDD Redevelopment District	R-4 Multi-Family
RS Restricted Suburban	NAP Natural Area Protected	C-U	College and University	NG-2 Transitional Northgate	KO Krenek Tap Ovr.	R-6 High Density Multi-Family	R-8 Research and Dev.
GS General Suburban	O Office	Planned Districts	Planned Districts	NG-3 Residential Northgate	NPO Nbrhd. Prevailing Ovr.	RD Research and Dev.	M-1 Light Industrial
D Duplex	SC Suburban Commercial	P-MUD Planned Mixed-Use Dist.	P-MUD Planned Mixed-Use Dist.		NCO Nbrhd. Conservation Ovr.	M-1 Light Industrial	M-2 Heavy Industrial
T Townhome	GC General Commercial	PDD Planned Develop. Dist.	PDD Planned Develop. Dist.		HP Historic Preservation Ovr.	M-2 Heavy Industrial	
MF Multi-Family							

**MCGILL TRACT** Case: REZ2016-000023 **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 SC SUBURBAN COMMERCIAL TO PDD PLANNED DEVELOPMENT DISTRICT FOR APPROXIMATELY 6.89 ACRES BEING SITUATED IN THE MCGILL SUBDIVISION, LOT 1, BLOCK 1 RECORDED IN VOLUME 11610, PAGE 121 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, GENERALLY LOCATED AT 2381 EARL RUDDER FREEWAY SOUTH, MORE GENERALLY LOCATED NORTH OF RAINTREE DRIVE ALONG EARL RUDDER FREEWAY SOUTH. PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.**

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

**PART 1:** That Chapter 12, “Unified Development Ordinance,” Section 12-4.2, “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit “A”, and Exhibit “B” and as shown graphically in Exhibit “C”, and Exhibit “D”, attached hereto and made a part of this ordinance for all purposes.

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

**PART 3:** That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

**PASSED, ADOPTED and APPROVED this 10<sup>th</sup> day of November, 2016**

**ATTEST:**

**APPROVED:**

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

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

**APPROVED:**

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

**EXHIBIT "A"**

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

The following property being Lot 1, Block 1, of the McGill Subdivision is rezoned from SC Suburban Commercial to PDD Planned Development District.

**EXHIBIT “B”****General Notes:**

The base zoning districts and land uses for this property are as follows:

1. **Use – UDO Section 12-6.3.C “Use Table”:** The SC Suburban Commercial zoning district is the base district for uses for the development with the following being added as permitted uses.
  - Hotels
  - Drive-thru Restaurant
  - Retail sales and service uses not to exceed 50,000 square feet
2. **UDO Section 12-6.4.AB Retail Sales, and Services:** Single tenant retail sales and service uses will be capped at 50,000 square feet per tenant and will not be restricted to 15,000 square feet as required under the standard SC Suburban Commercial zoning district.
3. **UDO Section 12-7.2.H Height:** Buildings in this development will only be required to meet Single-Family Height Protection as applicable. The concept plan notes a maximum height of 49 feet for this property.
4. **UDO Section 12-7.3.C Dimensions, Access, and Location:** In order to keep the buildings as far away from the single-family residences as possible, parking will be permitted between the buildings and the residential area.
5. **UDO Section 12-7.10 Non-Residential Architectural Standards:** Buildings developed within this development will be regulated by the General Commercial Architectural standards as opposed to the Suburban Commercial standards.

**Additional Conditions**

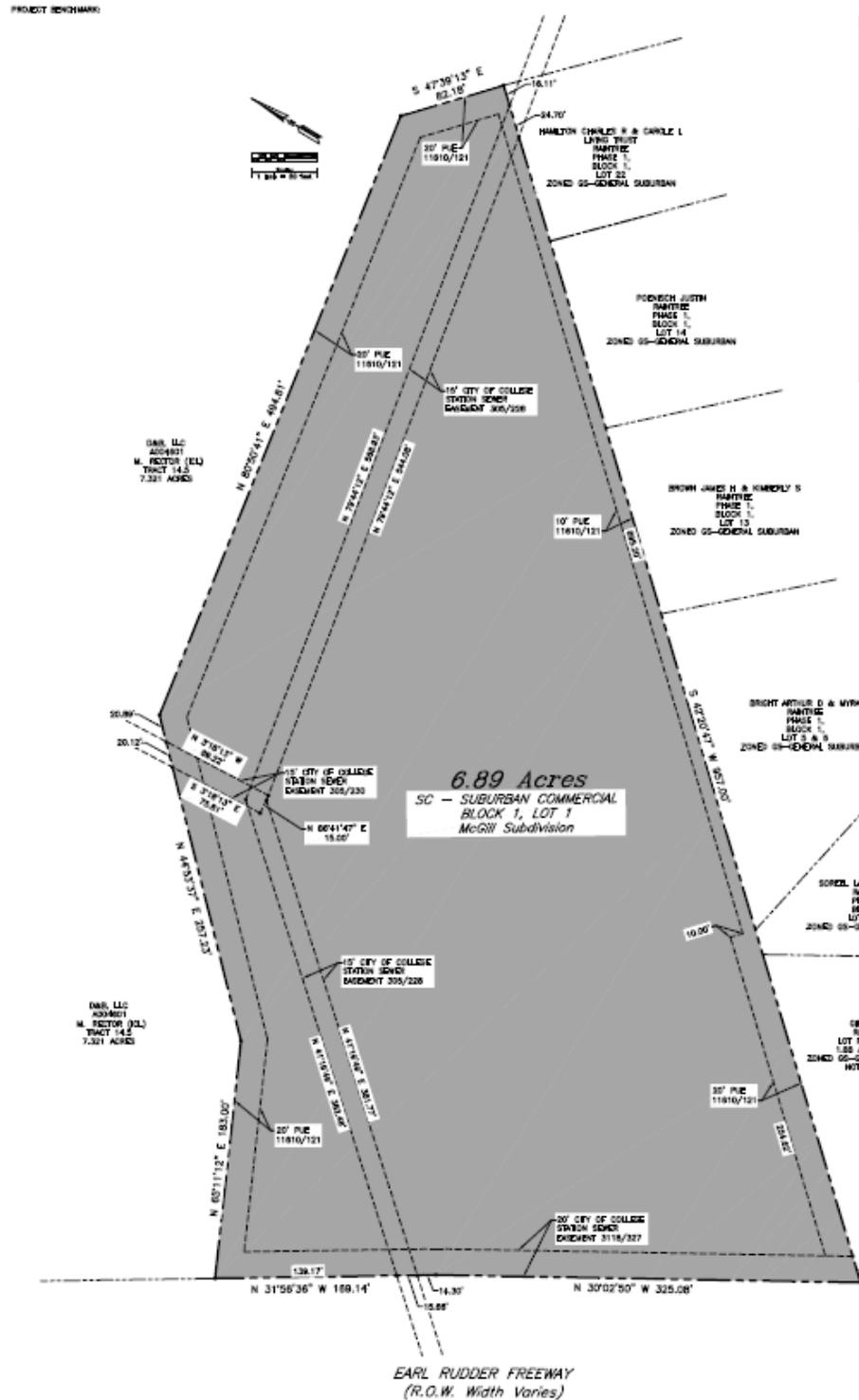
1. Retail, Sales, and Services uses will be restricted to no larger than 50,000 square feet.
2. Order boards, drive-thru windows, sanitation facilities, loading docks, or any outdoor amenity associated with a hotel use will be located on the façade of the building furthest away from the adjacent residential property.
3. Drive-thru restaurants shall only be located within phase one of the development, as indicated on the Concept Plan.

**NOTE:** Development on this property will be required to meet all standards within the SC Suburban Commercial zoning district unless stated otherwise within this ordinance.

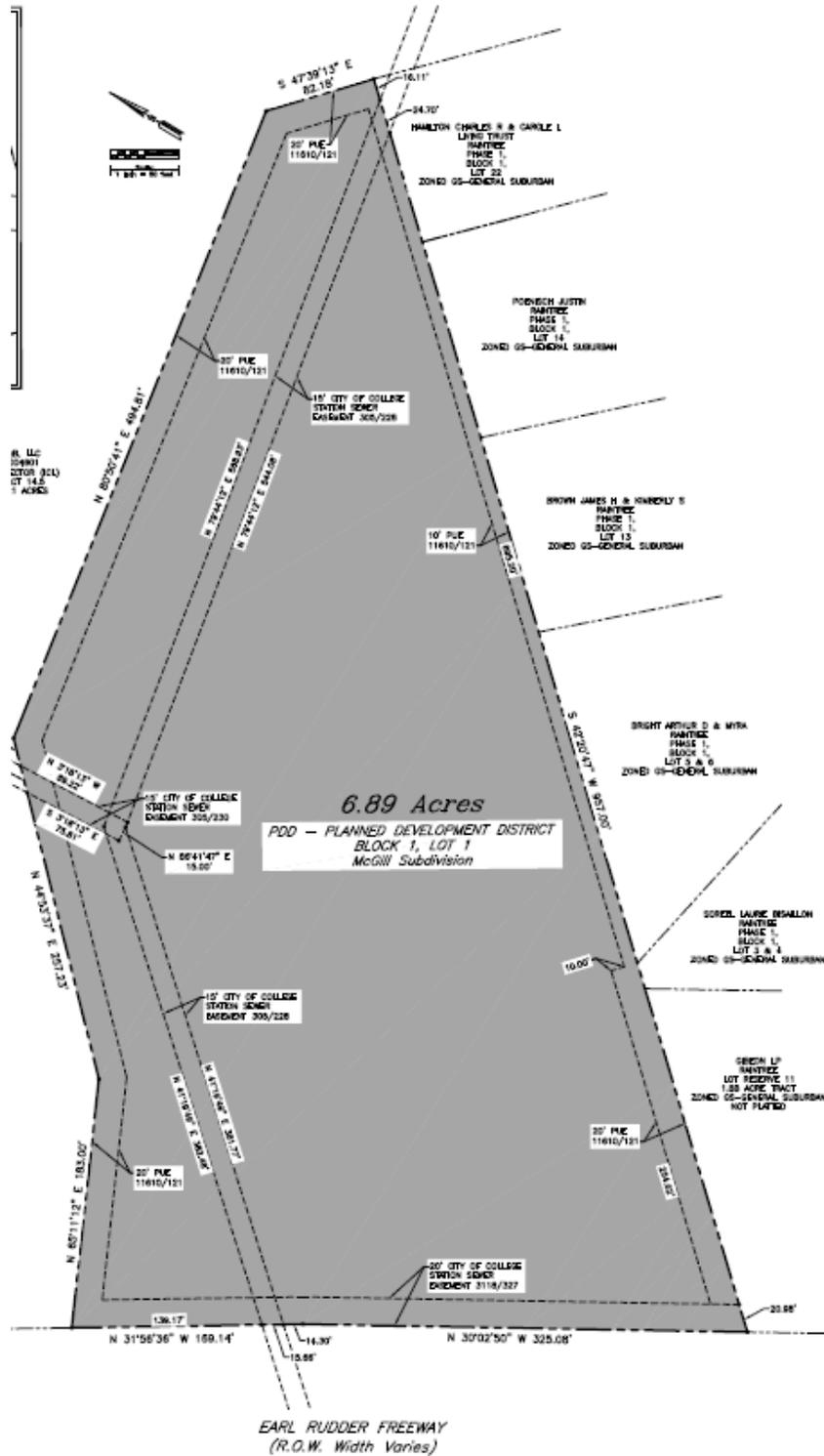
**Community Benefits:** The following community benefit will be provided by the development to offset the modifications requested under the PDD Planned Development District: “According to the UDO, Suburban Commercial properties developing next to an existing single-family residence are required to provide a 20-foot buffer yard and a fence. In order to further reduce the impacts of development, we will be providing an additional 10 feet to make a 30-foot buffer yard and a fence. Within the buffer yard, we will double the required plantings.”



### EXHIBIT "D" – Rezoning Map



## EXISTING ZONING



# PROPOSED ZONING



## Legislation Details (With Text)

**File #:** 16-0724      **Version:** 1      **Name:** Roadway Impact Fees  
**Type:** Ordinance      **Status:** Agenda Ready  
**File created:** 10/28/2016      **In control:** City Council Regular  
**On agenda:** 11/10/2016      **Final action:**  
**Title:** Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 15, "Impact Fees," of the Code of the City of College Station, Texas, providing for roadway impact fees within the City.  
**Sponsors:** Alan Gibbs  
**Indexes:**  
**Code sections:**  
**Attachments:** [Roadway Impact Fees Ordinance](#)

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 15, "Impact Fees," of the Code of the City of College Station, Texas, providing for roadway impact fees within the City.

### Relationship to Strategic Goals:

- Core Services and Infrastructure
- Diverse Growing Economy

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

**Summary:** On January 28<sup>th</sup>, the City Council approved a contact with Kimley-Horn and Associates, Inc. for the roadway impact fee study. On July 14, 2016, City Council approved the resulting land use assumptions and capital improvements plan for the entire city limits divided into four service areas or quadrants. On October 27, 2016, City Council provided guidance to staff regarding a potential Ordinance to implement roadway impact fees for the entire city limits divided into four service areas.

The attached Ordinance, with an effective date of December 1, 2016, implements the collection of roadway impact fees (in three phases) within the entire city limits consistent across the entire city limits divided into four service areas. Please note that \$375.00 per vehicle mile equates to a \$1,500.00 impact fee for a single-family home.

Build. permit app	12/1/2016		12/1/2017		12/1/2018	
Service Areas	Land Use Type		Land Use Type		Land Use Type	
	Res.	Non-Res.	Res.	Non-Res.	Res.	Non-Res.
A	\$0.00	\$0.00	\$187.50	\$40.00	\$375.00	\$80.00

<b>B</b>	\$0.00	\$0.00	\$187.50	\$40.00	\$375.00	\$80.00
<b>C</b>	\$0.00	\$0.00	\$187.50	\$40.00	\$375.00	\$80.00
<b>D</b>	\$0.00	\$0.00	\$187.50	\$40.00	\$375.00	\$80.00

**Budget & Financial Summary:** The proposed new roadway impact fees are estimated to generate approximately \$12.0 million over the next ten years, to partially fund road capital costs require to meet the demands of growth.

**Legal Review: Yes**

Attachments:

1. Ordinance

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CHAPTER 15 OF ITS CODE OF ORDINANCES; ESTABLISHING SERVICE AREAS THROUGHOUT THE CITY AND IMPOSING CITY WIDE ROADWAY IMPACT FEES; PROVIDING FOR SEVERALBILITY; DECLARING A PENALTY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT MATTER.**

WHEREAS, on or about January 28, 2016, the City of College Station (“City”) acting by and through its City Council secured the professional services of Kimley Horn (“Consultant”) to consider establishing several service areas and to consider the imposition of city-wide roadway impact fees; and

WHEREAS, Chapter 395, Texas Local Government Code, sets forth the requirements and procedures to be followed when considering the imposition of such fees; and

WHEREAS, on or about March 31, 2016 the City appointed an advisory committee; and

WHEREAS, the City adopted Resolution No. 06-09-16-2k on or about June 9, 2016 setting a public hearing to consider land use assumptions and capital improvements plan; and

WHEREAS the City made such land use assumptions and capital improvements plans available to the public by when notice of the public hearing to consider same was timely published; and

WHEREAS, following such public hearing regarding the land use assumptions and capital improvements plans, the City Council of the City adopted Resolution No. 07-14-16-02 on or about July 14, 2016 approving same; and

WHEREAS, the City adopted Resolution No. 09-22-16-2u on or about September 22, 2016 setting a public hearing to consider the imposition of roadway impact fees within four service areas within the City and timely published notice of same; and

WHEREAS, on or about October 13, 2016 the City Council of the City received the advisory committee’s written comments; and

WHEREAS, on or about November 10, 2016 a public hearing was held to consider the imposition of impact fees for roadway impact fees for four service areas located within the City; and

WHEREAS, the City has duly complied with all applicable requirements to consider the imposition of impact fees as described herein and as allowed and required by law, and now desires to adopt city-wide roadway impact fees within four service areas; now therefore

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

**Part 1:** That Chapter 15, titled "Impact Fees" Section 15-8, titled "System-wide Roadway Impact Fees" of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as set out in Exhibit "A" attached hereto and made a part of this Ordinance for all purposes.

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

**Part 3:** That any person, firm, or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine of not less than Twenty-Five Dollars (\$25.00) or more than Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective not less than 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.

**Part 4:** This Ordinance shall go into effective December 1, 2016.

**PASSED, ADOPTED and APPROVED this 10<sup>th</sup> day of November, 2016.**

**APPROVED:**

**ATTEST:**

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

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

**APPROVED:**

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

**EXHIBIT “A”**

That Chapter 15, titled “Impact Fees” Section 15-8, titled “System-wide Roadway Impact Fees” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

**“15.8 System-Wide Roadway Impact Fees.**

- A. Purpose.** This Section 15-8 is intended to ensure the provision of adequate public facilities to serve new development in an identified service area by requiring each such development to pay its pro rata share of the costs of roadway improvements necessitated by and attributable to such new development as set forth herein and consistent with Chapter 395, Texas Local Government Code.
- B. Authorization.** This Ordinance is adopted pursuant to Chapter 395 Texas Local Government Code and other applicable law. Chapter 395 supplements this Ordinance to the extent that its provisions may be applicable hereto and, to such extent, its provisions are incorporated herein by reference. The provisions of this Ordinance shall not be construed to limit the power of the City to utilize other methods authorized under state law or pursuant to other City powers to accomplish the purposes set forth herein, either in substitution or in conjunction with this Ordinance. Guidelines may be developed by ordinance, resolution, or otherwise to implement and administer this Ordinance.

Impact fees established by this Section are additional and supplemental to, and not in substitution of, any other requirements imposed by the City on the development or subdivision of land or the issuance of building permits.

- C. Service Area.** There are four roadway service areas established for this Section, consisting of land within the City limits as shown in Exhibit 1 of the Roadway Impact Fee Study prepared by Kimley Horn dated July 2016 and which is attached hereto as Exhibit “O” incorporated herein for all purposes and a copy of which shall be made available to view at the City Secretary’s office along with a copy of the entire study.
- D. Land Use Assumptions.** The land use assumptions for the impact fee imposed under this Section upon which the capital improvements plan for roadway facilities are based are as set forth in Table 1 of the Roadway Impact Fee Study prepared by Kimley Horn dated July 2016 and which is attached hereto as Exhibit “P” incorporated herein for all purposes and a copy of which shall be made available to view at the City Secretary’s office along with a copy of the entire study.
- E. Capital Improvements Plan.** The capital improvements plan for this Section identifying capital improvements for the provision of roadway services in the four service areas is as set forth in Tables 2A-D and Exhibits 2A-D of the Roadway Impact Fee Study prepared by Kimley Horn dated July 2016 and which is attached hereto as Exhibit “Q” incorporated herein for all purposes and a copy of which shall be made available to view at the City Secretary’s office along with a copy of the entire study.
- F. Service Units.** Service units used to determine the amount of impact fees under this Section shall be expressed in terms of vehicle-mile which shall be the capacity consumed in a single lane in the PM peak hour by a vehicle making a trip one mile in length and as further described in the Roadway Impact Fee Study prepared by Kimley Horn dated July 2016 a copy of which shall be made available to view at the City Secretary’s office.
- G. Impact fee.** In accordance with this Section and based upon the land use assumptions and capital improvements plan herein, the maximum impact fee per service unit for each

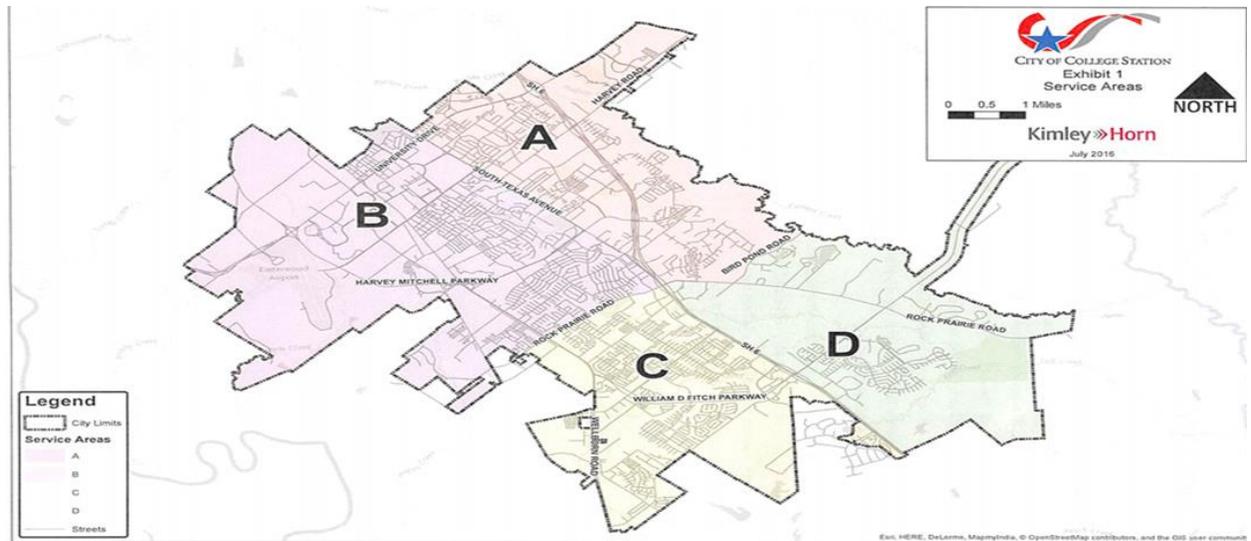
service area for roadway impact fees is as set forth in Table 9 of the Roadway Impact Fee Study prepared by Kimley Horn dated July 2016 and which is attached hereto as Exhibit "R" and a copy of which shall be made available to view at the City Secretary's office. In accordance with this Section and based upon the land use assumptions and capital improvements plan herein there is hereby imposed a roadway impact fee per service unit for each service area for roadway impact fees again as set forth in Exhibit "R" but with a waiver for the actual amount to be collected as set forth in Exhibit "S" attached hereto, incorporated herein for all purposes and a copy of which shall be made available to view at the City Secretary's office.

- H. Assessment and Collection.** Assessment and collection of the impact fee established under this Section shall be as set forth herein and in accordance with applicable state law. Assessment shall occur at time of final plat approval by the City Planning and Zoning Commission when platting is required. If platting is not required, assessment shall occur at the earliest time allowed by law or by agreement as allowed by law.
- I. Credits.** The City may credit the contribution of land, construction of improvements or funding for construction of any capital improvement that is a part of the capital improvements plan adopted under this Section or that otherwise affects it and that is required or agreed to by the City, pursuant to rules established in this Section or pursuant to administrative guidelines promulgated by the City which may be amended from time to time.

In determining such credit, the maximum impact fee set forth in Exhibit "R" may be used to assist in approximating and determining the appropriate roadway contributions related to new development. It is expressly declared that where the roadway impact fee collected is less than the maximum, same shall not automatically create a credit equal to the maximum impact fee, nor automatically create an exception to other applicable rules and regulations.

- J. Accounting.** Funds collected through the adoption of the impact fees set forth in this Section shall be deposited in interest-bearing accounts clearly identifying the category of capital improvements or facility expansions within the service area for which the fee is adopted.
- K. Certification.** The City Council of the City certifies that none of the impact fees under this section will be used or expended for an improvement or expansion not identified in the capital improvements plan

### EXHIBIT O: SERVICE AREAS FOR CITY-WIDE ROADWAY IMPACT FEES



### EXHIBIT P: LAND USE ASSUMPTIONS FOR CITY-WIDE ROADWAY IMPACT FEES

**Table 1. Residential and Non-Residential/Employment 10-Year Projections**

Service Area	Residential		Non-Residential/ Employment		
	Single Family	Multi-Family	Basic	Service	Retail
	Dwelling Units		Sq. Ft.	Sq. Ft.	Sq. Ft.
A	459	1,520	80,000	1,133,000	320,000
B	587	2,251	100,000	599,000	604,000
C	2,316	861	307,000	483,000	729,000
D	1,552	24	348,000	495,000	625,000
<b>Sub-Total</b>	<b>4,914</b>	<b>4,656</b>	<b>835,000</b>	<b>2,670,000</b>	<b>2,278,000</b>
<b>Total</b>	<b>9,570</b>		<b>5,783,000</b>		

## EXHIBIT Q: CAPITAL IMPROVEMENTS PLANS FOR CITY-WIDE ROADWAY IMPACT FEES

### Table 2.A. 10-Year Roadway Impact Fee Capital Improvements Plan – Service Area A

Service Area	Proj. #	IF Class	Roadway	Limits	Length (mi)	% In Service Area
SA A	A-1	MAJ2	Pavilion Ave. Extension	Sebesta Rd. to SH 6 NBFR	0.48	100%
	A-2	MAJ2	Dartmouth St. Extension	Emerald Pkwy. to S Texas Ave.	0.48	100%
	A-3	MAJ2	Lassie Ln. Extension	Sterling St. to Manuel Dr.	0.06	100%
	A-4, B-1	MAJ6 (1/3)	S Texas Ave.	Harvey Mitchell Pkwy. to Deacon Dr.	0.68	50%
	A-5, D-1	MAJ4	Rock Prairie Rd. (1)	Medical Ave. to Bird Pond Rd.	0.45	50%
	A-6	MAJ4	Harvey Rd.	Appomattox Dr. to Boonville Rd. (CL)	2.18	100%
	A-7, D-2	MIN4	Bird Pond Rd.	Rock Prairie Rd. to 4,830' NE of Bird Pond Estates (CL)	1.33	50%
	A-8	MIN4	Linda Lane	Harvey Rd. to 560' SE of Harvey Rd. (CL)	0.11	100%
	I-1			S Texas Ave. and Deacon Dr. Signal		50%
	I-2			Holleman Rd. and S. Texas Ave. Improvement		50%
	I-3			S Texas Ave. and Walton Dr. Signal		50%
	I-4			University Dr. and University Towne Center Signal		100%

Note: The 10-Year Roadway Impact Fee CIP is not in a prioritized order.

### Table 2.B. 10-Year Roadway Impact Fee Capital Improvements Plan – Service Area B

Service Area	Proj. #	IF Class	Roadway	Limits	Length (mi)	% In Service Area
SA B	A-4, B-1	MAJ6 (1/3)	S Texas Ave.	Harvey Mitchell Pkwy. to Deacon Dr.	0.68	50%
	B-2, C-1	MAJ6	Rock Prairie Rd. (1)	Normand Dr. to SH 6	0.48	50%
	B-3, C-2	MAJ2	Rock Prairie Rd. (2)	1,500' E. of Holleman Dr. (CL) to Wellborn Rd.	0.64	50%
	B-4	MAJ2	Rock Prairie Rd. (3)	360' W. of Great Oaks Dr. (CL) to Holleman Dr.	0.74	100%
	B-5	MIN4	Holleman Dr. (1)	Rock Prairie Rd. to N Graham Rd.	0.31	100%
	B-6	MIN4	Holleman Dr. (2)	N Dowling Rd. to Rock Prairie Rd.	1.54	100%
	B-7	MAJ6 (1/3)	Wellborn Rd.	University Dr. to Harvey Mitchell Pkwy.	2.40	100%
	B-8	MAJ2	Luther St.	Penberthy Rd. to Marion Pugh Dr.	0.27	100%
	B-9	MIN4	Penberthy Rd.	George Bush Dr. to Luther St.	0.40	100%
	B-10	MAJ2	Turkey Creek Rd.	S Traditions Dr. to Raymond Stotzer Pkwy.	0.63	100%
	B-11	MAJ2	F and B Rd.	Turkey Creek Rd. to Harvey Mitchell Pkwy.	0.46	100%
	B-12	MAJ6 (1/3)	University Dr.	Harvey Mitchell Pkwy. to Wellborn Rd.	1.31	100%
	I-1			S Texas Ave. and Deacon Dr. Signal		50%
	I-2			Holleman Rd. and S. Texas Ave. Improvement		50%
	I-3			S Texas Ave. and Walton Dr. Signal		50%
I-5			Wellborn Rd. and George Bush Dr.		100%	

Note: The 10-Year Roadway Impact Fee CIP is not in a prioritized order.

**Table 2.C. 10-Year Roadway Impact Fee Capital Improvements Plan – Service Area C**

Service Area	Proj. #	IF Class	Roadway	Limits	Length (mi)	% In Service Area
SA C	B-2, C-1	MAJ6	Rock Prairie Rd. (1)	Normand Dr. to SH 6	0.48	50%
	B-3, C-2	MAJ2	Rock Prairie Rd. (2)	1,500' E. of Holleman Dr. (CL) to Wellborn Rd.	0.64	50%
	C-3	MAJ2	N Graham Rd.	Old Wellborn Rd. to 2,075' W of Old Wellborn Rd. (CL)	0.39	100%
	C-4	MAJ4	Wellborn Rd. (1)	Capstone Dr. to Greens Prairie Rd.	1.24	100%
	C-5	MAJ4	Wellborn Rd. (2)	Greens Prairie Rd. to 540' S of Greens Prairie Trl.	1.13	100%
	C-6	MIN4	Capstone/Barron Realignment	Wellborn Rd. to 210' W of Piccadilly Cir.	0.31	100%
	C-7	MIN4	Barron Rd. (1)	210' W of Piccadilly Cir. to Barron Cut Off Rd.	0.13	100%
	C-8	MIN4 (1/2)	Barron Rd. (2)	Barron Cut Off Rd. to William D Fitch Pkwy.	0.13	100%
	C-9	MIN4	Barron Rd. (3)	William D Fitch Pkwy. to Decatur Dr.	1.27	100%
	C-10	MIN4 (1/2)	WS Phillips Pkwy. (1)	Barron Rd. to 1740' S of Barron Cut Off Rd.	0.52	100%
	C-11	MIN4 (1/2)	WS Phillips Pkwy. (2)	1740' S of Barron Cut Off Rd. to Odell Ln.	0.44	100%
	C-12	MAJ2	Etonburg	Barron Cut Off Rd. to McCullough Rd. Extension	0.33	100%
	C-13	MAJ2	McCullough Rd. Extension	2530' E of Wellborn Rd. to WS Phillips Pkwy.	0.60	100%
	C-14	MAJ2	S. Dowling/McCullough	I & G Rd. to 2485' E of I & G Rd.	0.47	100%
	C-15	MAJ2	Future 2 Lane Major Collector	S. Dowling/McCullough to Greens Prairie Rd. Extension	0.27	100%
	C-16	MAJ2	Greens Prairie Rd. Extension (1)	I & G Rd. to 565' E of I & G Rd. (CL)	0.11	100%
	C-17	MAJ2	Greens Prairie Rd. Extension (2)	965' W of Wellborn Rd. (CL) to Wellborn Rd.	0.19	100%
	C-18	MIN4	Greens Prairie Rd. (1)	Wellborn Rd. to Royder Rd.	0.08	100%
	C-19	MAJ2	Greens Prairie Rd. (2)	Royder Rd. to 750' E of Turnberry Cir.	0.64	100%
	C-20	MAJ2	Greens Prairie Rd. (3)	750' E of Turnberry Cir. to Greens Prairie Trl.	0.52	100%
	C-21	MIN4	Royder Rd.	Greens Prairie Rd. to 885' S of Greens Prairie Trl.	1.07	100%
	C-22	MIN4	Greens Prairie Trl. (1)	Wellborn Rd. to 1000' W of Woodlake Dr.	1.28	100%
	C-23	MIN4	Greens Prairie Rd. (4)	465' E of Future Etonburg to Arrington Rd.	1.44	100%
	C-24	MIN4	WS Phillips Pkwy. Extension	Greens Prairie Rd. to Arrington Rd.	1.54	100%
	C-25	MAJ2	Victoria Ave.	Southern Plantation Dr. to William D Fitch Pkwy.	0.48	100%
I-6			William D Fitch Pkwy. and Victoria Ave. Signal		100%	
I-7			Wellborn Rd. and S Dowling Rd. Signal		100%	

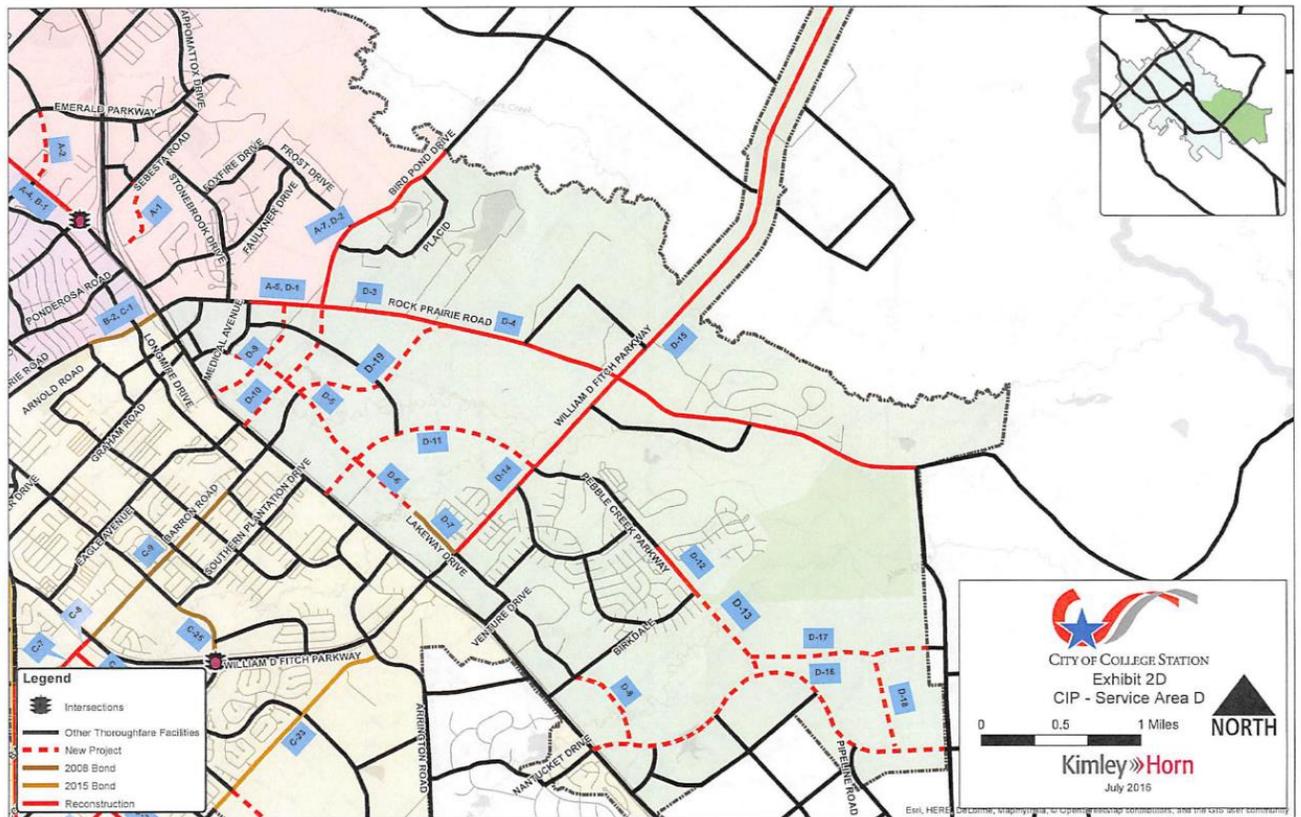
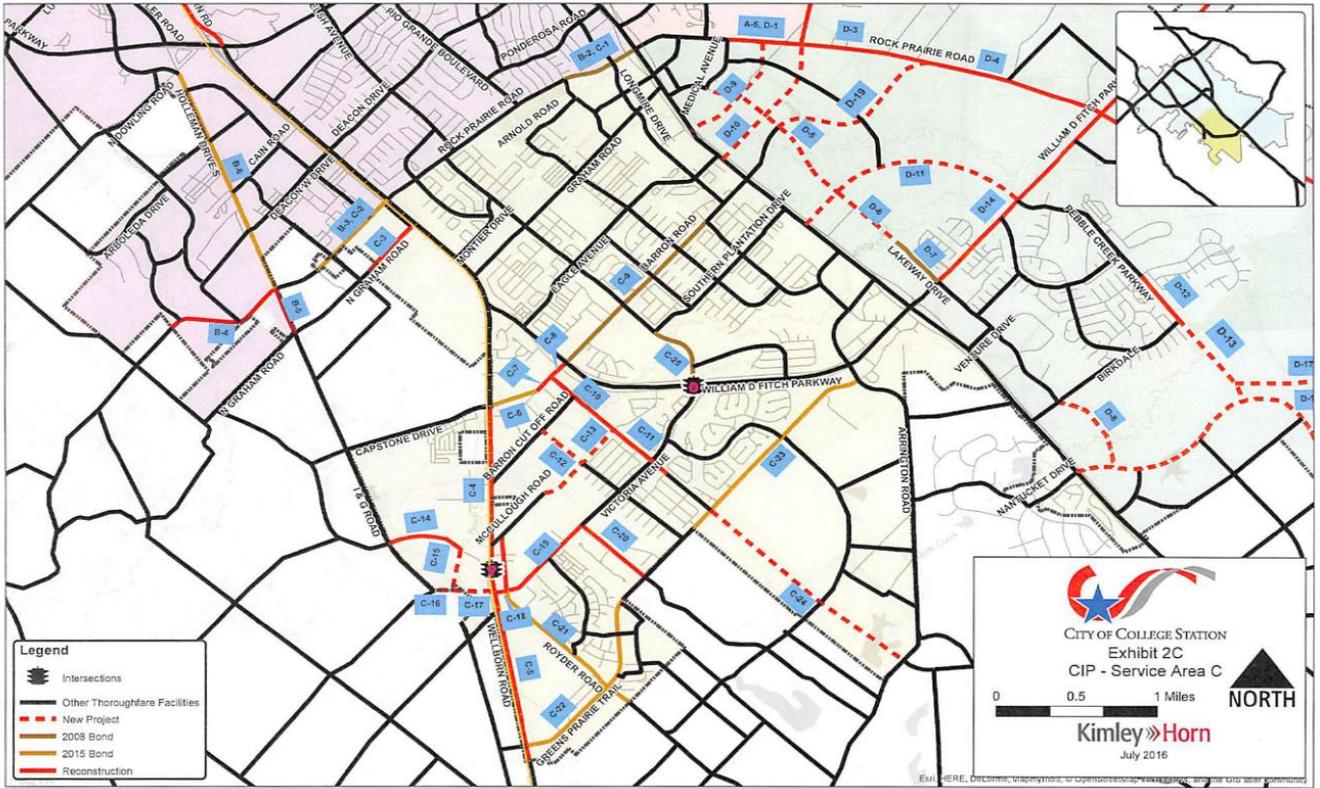
Notes: The 10-Year Roadway Impact Fee CIP is not in a prioritized order.

**Table 2.D. 10-Year Roadway Impact Fee Capital Improvements Plan – Service Area D**

Service Area	Proj. #	IF Class	Roadway	Limits	Length (mi)	% In Service Area
	A-5, D-1	MAJ4	Rock Prairie Rd. (1)	Medical Ave. to Bird Pond Rd.	0.45	50%
	A-7, D-2	MIN4	Bird Pond Rd.	Rock Prairie Rd. to 4,830' NE of Bird Pond Estates (CL)	1.33	50%
	D-3	MAJ4	Rock Prairie Rd. (2)	Bird Pond Rd. to Bradley Rd.	0.68	100%
	D-4	MIN4	Rock Prairie Rd. (3)	Bradley Rd. to 2,610' E of Campbell Ct. (CL)	3.21	100%
	D-5	MAJ2	Lakeway Dr. (1)	Medical Ave. to Pebble Creek Pkwy.	1.10	100%
	D-6	MAJ2	Lakeway Dr. (2)	Pebble Creek Pkwy. to 1,910' N of William D. Fitch Pkwy.	0.49	100%
	D-7	MAJ2	Lakeway Dr. (3)	1,910' N of William D. Fitch Pkwy. to William D. Fitch Pkwy.	0.36	100%
	D-8	MAJ2	Lakeway Dr. (4)	940' S of Technology Way to Future Nantucket Dr.	0.61	100%
	D-9	MAJ2	Ritchey Rd.	SH 6 NBFR to Rock Prairie Rd.	0.79	100%
	D-10	MIN4	Bird Pond Rd. Extension	SH 6 to Rock Prairie Rd.	0.94	100%
	D-11	MAJ2	Pebble Creek Pkwy. (1)	SH 6 NBFR to William D. Fitch Pkwy.	1.52	100%
	D-12	MAJ2	Pebble Creek Pkwy. (2)	Royal Adelaide Dr. to St. Andrews Dr.	0.36	100%
	D-13	MAJ2	Pebble Creek Pkwy. (3)	St. Andrews Dr. to Future Nantucket Dr.	0.69	100%
	D-14	MAJ6 (1/3)	William D. Fitch Pkwy. (1)	Lakeway Dr. to Rock Prairie Rd.	1.51	100%
	D-15	MAJ6	William D. Fitch Pkwy. (2)	Rock Prairie Rd. to 9,700' E of Tonkaway Lake Rd. (CL)	3.74	100%
	D-16	MIN4	Future Nantucket Dr.	SH 6 to East City Limits	2.60	100%
	D-17	MAJ2	Future East-West Major Collector	Pebble Creek Pkwy. to East City Limits	1.11	100%
	D-18	MAJ2	Future North-South Major Collector	Future East-West Major Collector to Future Nantucket Dr.	0.63	100%
	D-19	MIN4	Barron Rd. Extension	Lakeway Dr. to Rock Prairie Rd.	1.14	100%

Note: The 10-Year Roadway Impact Fee CIP is not in a prioritized order.





**EXHIBIT R: MAXIMUM FEE PER SERVICE UNIT FOR ROADWAY IMPACT FEES**

<b>Service Areas</b>	<b>Maximum Assessable Roadway Impact Fee Per Service Unit</b>
<b>Service Area A</b>	\$ 1,061
<b>Service Area B</b>	\$ 1,072
<b>Service Area C</b>	\$ 2,556
<b>Service Area D</b>	\$ 4,037

**EXHIBIT S: COLLECTION RATE PER SERVICE UNIT FOR ROADWAY IMPACT FEES**

Date of building permit application	12/1/2016-11/30/2017		12/1/2017-11/30/2018		On or After 12/1/2018	
	Land Use Type		Land Use Type		Land Use Type	
Service Areas	Res.	Non-Res.	Res.	Non-Res.	Res.	Non-Res.
<b>A</b>	\$0.00	\$0.00	\$187.50	\$40.00	\$375.00	\$80.00
<b>B</b>	\$0.00	\$0.00	\$187.50	\$40.00	\$375.00	\$80.00
<b>C</b>	\$0.00	\$0.00	\$187.50	\$40.00	\$375.00	\$80.00
<b>D</b>	\$0.00	\$0.00	\$187.50	\$40.00	\$375.00	\$80.00



## Legislation Details (With Text)

<b>File #:</b>	16-0726	<b>Version:</b>	1	<b>Name:</b>	College Hills Rezoning
<b>Type:</b>	Rezoning	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	10/31/2016	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	11/10/2016	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Public Hearing, presentation, possible action, and discussion on an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from GS General Suburban to GC General Commercial for approximately 1.229 acres being Lots 1, 2, 3, 4, 7, 8, and 10, Block 18, of College Hills Estates 4th Installment, according to the plat thereof recorded in Volume 104, Page 243 of the Deed Records of Brazos County, Texas, and located at 100, 102, 104, 106, 112, and 204 George Bush Drive East.				
<b>Sponsors:</b>	Jennifer Prochazka				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Aerial &amp; Small Area Map</a> <a href="#">Background</a> <a href="#">Ordinance</a>				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion on an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from GS General Suburban to GC General Commercial for approximately 1.229 acres being Lots 1, 2, 3, 4, 7, 8, and 10, Block 18, of College Hills Estates 4th Installment, according to the plat thereof recorded in Volume 104, Page 243 of the Deed Records of Brazos County, Texas, and located at 100, 102, 104, 106, 112, and 204 George Bush Drive East.

### Relationship to Strategic Goals:

- Diverse Growing Economy

Recommendation(s): The Planning & Zoning Commission unanimously recommended approval of the request at their October 20, 2016 regular meeting.

### Summary:

#### PROPOSAL

The proposed rezoning from GS General Suburban to GC General Commercial is to allow for infill commercial redevelopment opportunities in proximity to Texas A&M University. The subject properties are located along the south side of George Bush Drive East, just north of existing commercial development. The lots are currently developed as single-family residential homes. While the properties are likely too small to redevelop for commercial uses on their own, there is opportunity for consolidation of lots for a larger redevelopment effort. As currently zoned, the properties could redevelop on a lot-by-lot basis, potentially precluding future commercial redevelopment in the area. This area was recently identified by Staff as a prime location for

needed general commercial redevelopment and as a targeted area for commercial preservation.

## REZONING REVIEW CRITERIA

- 1. Consistency with the Comprehensive Plan:** The subject area is currently designated on the Comprehensive Plan Future Land Use and Character Map as Urban and Redevelopment. This area is included in Redevelopment Area II in the Comprehensive Plan, stating the following: includes a number of underperforming land uses that, due to their proximity to two of the busiest corridors in the City, are poised for redevelopment. Much of the area is currently subdivided into small lots, making it difficult to assemble land for redevelopment. A portion of this area includes the current City Hall, which offers the opportunity to redevelop a larger parcel if City Hall is relocated to the Municipal Center District. The proximity of existing neighborhoods and the Texas A&M University campus requires careful site planning and appropriate building design. These efforts should be complimentary to the Area V: Hospitality corridor plan, the neighborhood plan for the Eastgate area, and the Texas A&M University Campus Master Plan and should focus on bringing vertical mixed-use and other aspects of urban character to this portion of the City.

The Eastgate Neighborhood Plan includes discussion of this area and specifically states the following: The block bounded by George Bush Drive East, Texas Avenue South and Dominik Drive is split with two character designations. The lots on the north side of the block that front George Bush Drive East are designated as Urban and Redevelopment in the Comprehensive Plan and are developed as single-family residential. The lots on the block face fronting Dominik Drive are designated as Urban Mixed Use and Redevelopment and are developed with commercial uses. With aging commercial properties and single-family rental dwellings, the area is poised for redevelopment and consolidation of property on both sides of the block. In addition, given the block's location in the City and proximity to major thoroughfares, Texas Avenue South (six-lane major arterial) and George Bush Drive East (four-lane major collector), more intense development is anticipated. To create more consistency in the future development pattern, both block faces should be designated Urban with an emphasis on creating mixed-use opportunities.

Additionally, the City adopted the Economic Development Master Plan in 2012, with an over-arching goal of a diversified economy generating quality, stable, full-time jobs; bolstering the sales and property tax base; and contributing to a high quality of life. One of the strategic initiatives for continued economic success is to support retail development by ensuring that there are opportunities to locate and expand businesses that make College Station a regional destination for retail services. The stated Master Plan goal for retail is as follows: "The City of College Station will continue to recognize the significance of retail expenditures to the local economy and will ensure that locations are ready to accommodate the development of such opportunities and that the City remains responsive to an ever-changing market."

The proposed rezoning is in compliance with the Comprehensive Plan and related master plans.

- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** Discrepancies currently exist in zoning and future land use and character in the area that could lead to unintended development scenarios that are contrary to the character desired by area residents. Lots along the south side of George Bush Drive East are currently zoned GS General Suburban and developed as single-family homes. Properties to the south are zoned GC General Commercial and are developed as such. As the block is rezoned, consolidated, and redeveloped, the proposed GC General Commercial zoning will be consistent and compatible. The subject area is located at the periphery of the Eastgate neighborhood in a redevelopment area.
- 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 block is surrounded by major thoroughfares. The proposed rezoning is for seven lots along the south side of George Bush Drive

East. The south side of the block (facing Dominik Drive) is already zoned GC General Commercial. As properties continue to rezone for redevelopment in this area and properties consolidate, the area becomes most suitable for General Commercial uses such as retail and restaurant.

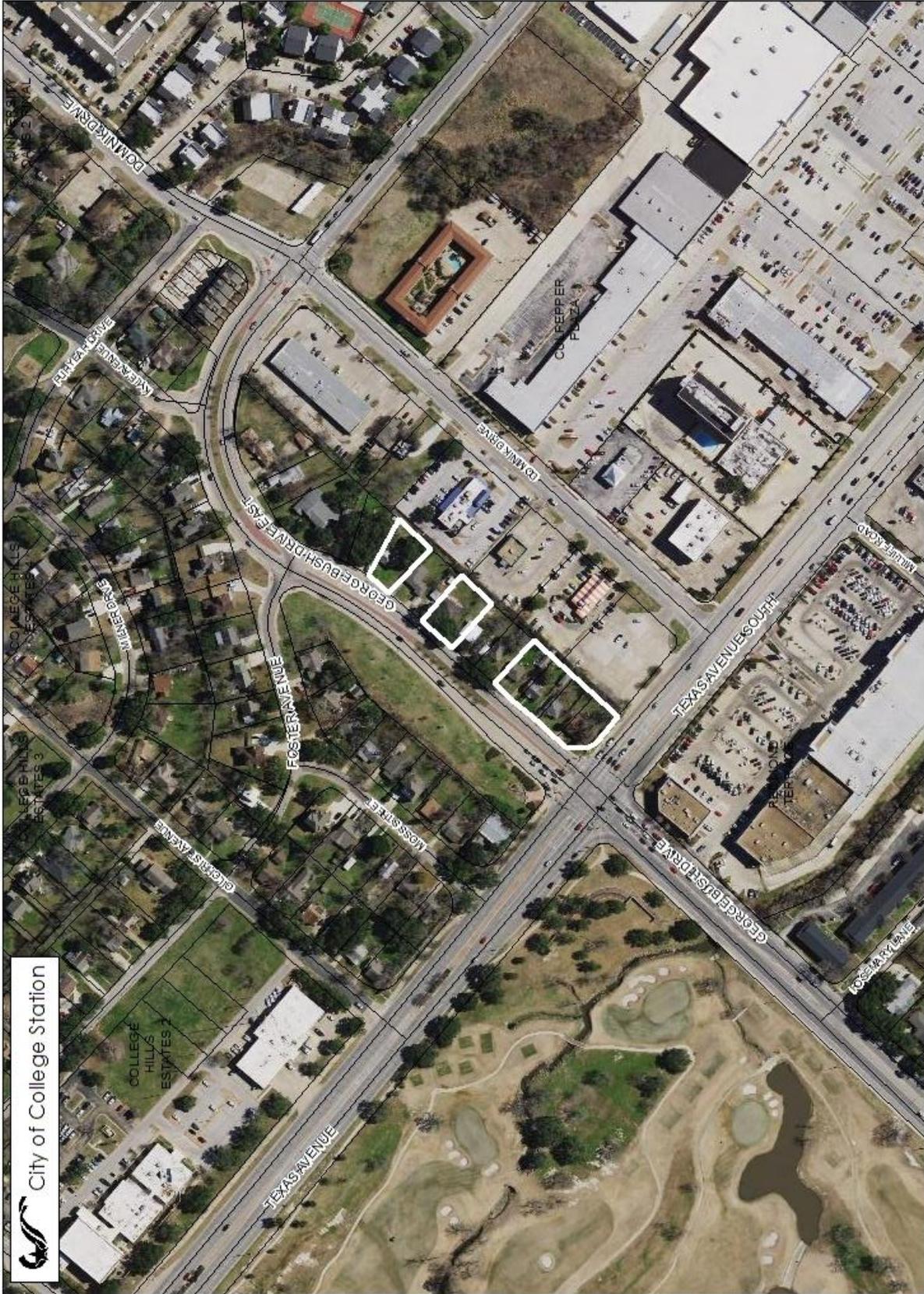
- 4. Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The subject properties along George Bush Drive East are currently zoned GS General Suburban. The property is suitable for single-family residential uses, as they are currently developed as such. The lots currently abut commercially zoned and developed properties and are generally separated from the larger Eastgate neighborhood by George Bush East Drive.
- 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 properties are marketable with their current zoning of GS General Suburban; however, the requested rezoning provides an opportunity for additional commercial redevelopment near Texas A&M University. The existing zoning allows for the existing single-family homes to be redeveloped for new single-family housing on a lot-by-lot basis, potentially precluding redevelopment envisioned by the Comprehensive Plan.
- 6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** Water service is available to the properties from existing 8-inch waterline along the south side of George Bush Drive East. A 6-inch sewer main is located at the rear of the lots closest to Texas Avenue and an 8-inch sewer main is located in front of the properties that are located further from Texas Avenue. Drainage is mainly to the southwest toward Texas Avenue. Drainage and other public infrastructure required with site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines. Existing and proposed infrastructure appear to be adequate for the proposed general commercial use at this time.

The subject properties have individual residential driveways along George Bush Drive East, designated a Major Collector on the City's Thoroughfare Plan. As properties consolidate and redevelop, driveway access points will be consolidated and reduced.

Budget & Financial Summary: N/A

Attachments:

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



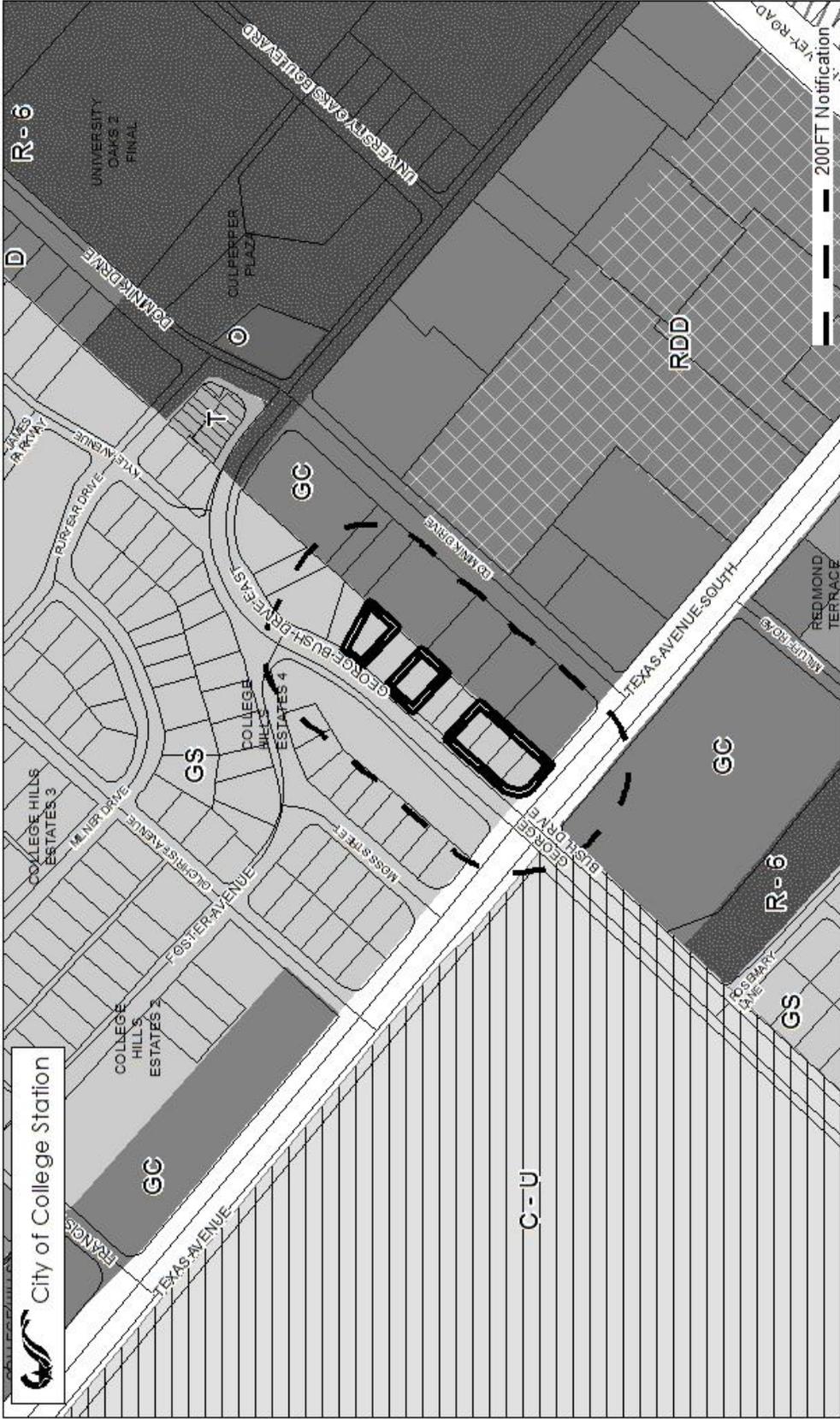
City of College Station

REZONING

Case:  
REZ2016-000032

COLLEGE HILLS ESTATES





City of College Station

**ZONING DISTRICTS (In Grayscale)**

R	Residential	MU	Mixed-Use	CI	Commercial Industrial	Design Districts	Overlay Districts	Retired Districts
R	Rural	MHP	Manufactured Home Pk.	BP	Business Park	WPC	OV	R-1B
E	Estate			BPI	Business Park Industrial	NG-1	RDD	Single-Family Residential
RS	Restricted Suburban	Non-Residential		C-U	College and University	NG-2	KO	R-4
GS	General Suburban	NAP	Natural Area Protected			NG-3	NPO	Multi-Family
D	Duplex	O	Office				NCO	R-6
T	Townhome	SC	Suburban Commercial	Planned Districts			HP	High Density Multi-Family
MF	Multi-Family	GC	General Commercial	P-MUD	Planned Mixed-Use Dist.			RD
		PDD	Planned Develop. Dist.					Research and Dev.
								M-1
								Light Industrial
								M-2
								Heavy Industrial

**COLLEGE HILLS ESTATES**

Case: REZ2016-000032

**REZONING**

**NOTIFICATIONS**

Advertised Commission Hearing Date: October 20, 2016  
Advertised Council Hearing Date: November 10, 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:

College Hills Estates

Property owner notices mailed: 27  
Contacts in support: Four (4) at the time of staff report.  
Contacts in opposition: None at the time of staff report.  
Inquiry contacts: Two (2) at the time of staff report.

**ADJACENT LAND USES**

<b>Direction</b>	<b>Comprehensive Plan</b>	<b>Zoning</b>	<b>Land Use</b>
<b>North</b> (Across George Bush Drive East)	Natural Areas, Urban & Redevelopment	GS General Suburban	City-owned, undeveloped
<b>South</b>	Urban & Redevelopment	GC General Commercial	Retail and Restaurant
<b>East</b> (Across Texas Avenue)	Urban & Redevelopment	GS General Suburban	Retail and Restaurant
<b>West</b>	General Commercial & Redevelopment	GC General Commercial	Single-Family Residential

**DEVELOPMENT HISTORY**

**Annexation:** 1939  
**Zoning:** 1939 - Zoned for single-family use upon annexation.  
2013 – R-1 Single-Family Residential renamed GS General Suburban  
**Final Plat:** 1940- College Hills Estates, Fourth Installment  
**Site development:** Existing single-family homes

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

**AN ORDINANCE AMENDING CHAPTER 12, “UNIFIED DEVELOPMENT ORDINANCE,” SECTION 12-4.2, “OFFICIAL ZONING MAP,” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM GS GENERAL SUBURBAN TO GC GENERAL COMMERCIAL ON APPROXIMATELY 1.229 ACRES BEING LOTS 1, 2, 3, 4, 7, 8, AND 10, BLOCK 18, FOURTH INSTALLMENT OF COLLEGE HILLS ESTATES 4<sup>TH</sup> INSTALLMENT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 104, PAGE 243 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, AND LOCATED AT 100, 102, 104, 106, 112, AND 204 GEORGE BUSH DRIVE EAST, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.**

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

**PART 1:** That Chapter 12, “Unified Development Ordinance,” Section 12-4.2, “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit “A” and as shown graphically in Exhibit “B”, attached hereto and made a part of this ordinance for all purposes.

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

**PART 3:** That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

**PASSED, ADOPTED and APPROVED this 10<sup>th</sup> day of November, 2016**

**ATTEST:**

**APPROVED:**

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

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

**APPROVED:**

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

**EXHIBIT “A”**

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

The following properties are rezoned from GS General Suburban to GC General Commercial: approximately 1.229 acres being Lots 1, 2, 3, 4, 7, 8, and 10, Block 18, Fourth Installment of College Hills Estates 4<sup>th</sup> Installment, according to the plat thereof recorded in Volume 104, Page 243 of the Deed Records of Brazos County, Texas, and located at 100, 102, 104, 106, 112, and 204 George Bush Drive East; and as graphically depicted in Exhibit “B”:

**EXHIBIT "B"**

