



College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Meeting Agenda - Final - Amended

City Council Regular

Thursday, May 25, 2017

7:00 PM

City Hall Council Chambers

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

Presentation(s):

- Presentation to the A&M Garden Club proclaiming June 4-10, 2017 as National Garden Week
- Presentation by the Arts Council awarding the annual College Arts Scholarship to four College Station I.S.D. seniors.

Hear Visitors: During this time 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 on the day of the Council meeting. Upon stepping to the podium the speaker must state their name and city of residence, including the state of residence if the city is located out of state. Each speaker's remarks are limited to three minutes. A series of timer lights will change from green to yellow and an alarm will sound after two and one-half minutes to signal thirty seconds remaining to conclude the remarks. At three minutes the timer light will change to red and the final alarm will sound. The speaker must then conclude the remarks. The City Council will listen and receive the information presented by the speaker, 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. [17-0250](#) Presentation, possible action, and discussion of minutes for:
- May 11, 2017 Workshop
 - May 11, 2017 Regular Meeting

Sponsors: Mashburn

Attachments: [WKSHP051117 DRAFT Minutes](#)
[RM051117 DRAFT Minutes](#)

- 2b. [17-0227](#) Presentation, possible action, and discussion regarding approval of a contract with Sungard Public Sector (SPS), formerly Sungard HTE, for services to move Click2Gov online payment engine to a new server in an amount not to exceed \$1,400.

Sponsors: Roper

Attachments: [SPS Quote - Amendment to Master Agreement](#)

- 2c. [17-0228](#) Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and Great South Texas Corporation (dba Computer Solutions) for additional electronic storage and services to repurpose existing storage as backup for a not to exceed price of \$418,256.26.

Sponsors: Roper

Attachments: [Professional Services - Computer Solutions.pdf](#)

- 2d. [17-0234](#) Presentation, possible action, and discussion on approval of a resolution amending the Bylaws of the Spring Creek Local Government Corporation.

Sponsors: Prochazka

Attachments: [Resolution](#)
[Background - Spring Creek LGC](#)
[Draft Minutes - Spring Creek LGC](#)

- 2e. [17-0235](#) Presentation, possible action, and discussion regarding construction contract 17300351 with Condie Construction Co., Inc., in the amount of \$1,794,314 for Phase 1 of the Northeast Sanitary Sewer Trunk Line.

Sponsors: Harmon

Attachments: [17-044 Bid Tabulation Summary](#)
[Project Location Map - Northeast Trunk Line - Phase 1](#)

- 2f. [17-0236](#) Presentation, possible action, and discussion regarding approval of Change Order #1 to the construction contract with Larry Young Paving in the amount of \$196,515.88 for the construction of the Rock Prairie Road Widening Project.

Sponsors: Harmon

Attachments: [Rock Prairie West location map GIS](#)
[Signed Change Order](#)

- 2g. [17-0237](#) Presentation, possible action, and discussion regarding an Interlocal Agreement between the City of College Station and the City of Bryan for maintenance of the Unity Plaza area.

Sponsors: Harmon

Attachments: [Unity Plaza ILA](#)

- 2h. [17-0238](#) Presentation, possible action, and discussion regarding awarding Construction Contract No. 17300335 to Dudley Construction in the amount of \$297,250 for the construction of the University Drive Loading Zone & Northgate Bollards Project and rejection of Bid No. 16-076 for same University Drive Loading Zone portion of the project.

Sponsors: Harmon

Attachments: [Project location map loading zone bollards](#)

- 2i. [17-0239](#) Presentation, possible action, and discussion regarding the award of an annual contract (Contract No. 17300379) to Larry Young Paving for the Repaving of Utility Cuts as Needed for an amount not to exceed \$100,000.

Sponsors: Harmon

Attachments: [Tabulation](#)

- 2j. [17-0247](#) Presentation, possible action, and discussion on a development agreement between CTX Land Investments, LLC and the City of College Station to facilitate the extension of the Dartmouth at the Harvey Mitchell intersection.

Sponsors: Ruiz

Attachments: [Dartmouth EDA with CTX Signature for CC 5-25-17](#)

- 2k. [17-0253](#) Presentation, possible action, and discussion concerning the passage and approval of an ordinance of the City of College Station, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division, regarding the Company's 2017 rate review mechanism filings and approving a settlement agreement with attached rate tariffs and proof of revenues.

Sponsors: Nettles

Attachments: [2017.05.02 Staff Report+Attachment](#)
[2017.05.02 ORDINANCE & Attachments -Settlement ACSC and Atmos 2017 R](#)

Regular Agenda

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. A speaker who wishes to include computer-based information while addressing the Council must provide the electronic file to the City Secretary by noon of the Council meeting day when the presentation is planned. The Mayor will recognize individuals who wish to come forward to speak for or against the item. Upon stepping to the podium the speaker must state their name and city of residence, including the state of residence if the city is located out of state. On items related to land use and those that would directly impact the speaker's residence or neighborhood, the speaker is encouraged to identify their College Station neighborhood. Each speaker's remarks are limited to three minutes. A series of timer lights will change from green to yellow and an alarm will sound after two and one-half minutes to signal thirty seconds remaining to conclude the remarks. At three minutes the timer light will change to red and the final alarm will sound. The speaker must then conclude the 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.

1. [17-0233](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance adopting standards of care for the City's Parks and Recreation Department's elementary age (5-13) Youth Recreation Programs.

Sponsors:

Schmitz

Attachments:[2017 Ordinance.docx](#)

2. [17-0242](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to RS Restricted Suburban for approximately 368.5 acres generally located east of Greens Prairie Road West and west of Arrington Road and to the south of Whites Creek Lane. Case #REZ2017-000004.

Sponsors:

Paz

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

3. [17-0246](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified

Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to GC General Commercial and NAP Natural Areas Protected for approximately 3 acres being the NE half of Block 4, Lot 1 of the Harvey Hillside Subdivision, located at 3500 Harvey Road, generally located east of Copperfield Parkway and Harvey Road. Case #REZ2016-000045.

Sponsors:

Thomas

Attachments:[Background Information](#)[Aerial and Small Area Map](#)[Ordinance Hwy 30 Exxon Rezone](#)[Exhibit A Hwy 30 Exxon Rezone](#)4. [17-0245](#)

Presentation, possible action, and discussion approving a resolution authorizing a License Agreement with Bracol Developers LLC pertaining to the 59 square foot encroachment in to the public utility easement area of a portion of a structure located at Lot 2R, Block 4, Prairie View Heights Subdivision, according to the plat recorded in Volume 13331, Page 121 of the Official Records of Brazos County, Texas.

Sponsors:

Cotter

Attachments:[1 - Vicinity Map](#)[2 - Location Map](#)[3 - Resolution](#)[4 - Exhibit A - License Agreements](#)[5 - Exhibit A-License Agreement \(Survey\)](#)[6- Application](#)5. [17-0240](#)

Presentation, possible action, and discussion regarding appointments to the Rock Prairie Management District No. 2 Board of Directors.

Sponsors:

Mashburn

Attachments:[MMD letter](#)6. [17-0201](#)

Presentation, possible action and discussion regarding an appointment to the Historic Preservation Committee.

Sponsors:

Mashburn

7. Presentation, possible action, and discussion on future agenda items and review of standing list of Council generated agenda items: A Council Member may inquire about a subject for which notice has not been given. A statement of specific factual

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

APPROVED


City Manager

I certify that the above Notice of Meeting was posted at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on May 19, 2017 at 5:00 p.m.


City Secretary

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

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

"Pursuant to Section 30.07, Penal Code (Trespass by License Holder with an Openly Carried Handgun) A Person Licensed under Subchapter H, Chapter 411, Government Code (Handgun Licensing Law), may not enter this Property with a Handgun that is Carried Openly."

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

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



Legislation Details (With Text)

File #: 17-0250 **Version:** 1 **Name:** Minutes
Type: Minutes **Status:** Consent Agenda
File created: 5/12/2017 **In control:** City Council Regular
On agenda: 5/25/2017 **Final action:**
Title: Presentation, possible action, and discussion of minutes for:
 • May 11, 2017 Workshop
 • May 11, 2017 Regular Meeting
Sponsors: Sherry Mashburn
Indexes:
Code sections:
Attachments: [WKSHP051117 DRAFT Minutes](#)
 [RM051117 DRAFT Minutes](#)

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

- May 11, 2017 Workshop
- May 11, 2017 Regular Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: None

Budget & Financial Summary: None

Attachments:

- May 11, 2017 Workshop
- May 11, 2017 Regular Meeting

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
MAY 11, 2017

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

Blanche Brick
Jerome Rektorik
Linda Harvell
Barry Moore
Julie Schultz
James Benham, arrived after roll call

City Staff:

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

Student Liaison

Jonah Chen, VP Municipal Affairs

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 Mooney at 4:32 p.m. on Thursday, May 11, 2017 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, and §551.087-Economic incentive Negotiations, the College Station City Council convened into Executive Session at 4:38 p.m. on Thursday, May 11, 2017 in order to continue discussing matters pertaining to:

- A. Consultation with Attorney to seek advice regarding pending or contemplated litigation; to wit:
- 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; and
 - Charlton F. Clayton v. City of College Station; Case: 4:16-cv-03485 in the US District Court for the Southern District of Texas Houston Division.

- McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas

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

- Economic incentives for a project located generally in the vicinity of Tarrow Street and University Drive in College Station

The Executive Session recessed at 4:52 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.

No items were pulled from Consent for clarification.

5. Presentation, possible action, and discussion regarding the 2017 Planning & Zoning Commission Plan of Work in a Joint Meeting with the Planning & Zoning Commission.

With a quorum present, the Joint Workshop with the College Station City Council was called to order by Chair Jane Kee at 6:04 p.m. on Thursday, May 11, 2017 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840. Present were: Johnny Burns, Jane Kee, Bill Mather, Casey Oldham, Jeremy Osborne, and Elianor Vessali.

The Planning and Zoning Commission presented their 2017 Plan of Work. Comp Plan items included the implementation of adopted plans, updating the Thoroughfare Plan, and updating the Bicycle, Pedestrian, and Greenways Plan. Issues regarding Neighborhood Integrity included a traffic calming tool kit and student housing (these are holdovers from 2016). UDO regulatory items includes two items held over from 2016 (the sign ordinance and off-street parking), suburban commercial land use and zoning, bike rack standards, non-residential landscape requirements, and an evaluation if UDO regulations. On-going items are the Pre-Application Conference Semi-Annual Report and economic development quarterly updates. The commissioners have also requested information regarding parkland dedication, a sidewalk fee-in-lieu, and block length and perimeter.

There being no further business, Chair Kee adjourned the joint workshop with the College Station City Council at 6:42 p.m. on Thursday, May 11, 2017.

6. Presentation, possible action, and discussion regarding participation in the Advanced Wireless Initiative & Platforms for Advanced Wireless Research (PAWR) Project.

Ben Roper, Director of Information Technology, introduced Dr. Walt Magnussen, who briefed the Council on “The Platform for Advanced Wireless Research”, and how we transition to 5G technology. Texas A&M is competing to be one of four universities selected to participate as a

Platform for Advanced Wireless Research (PAWR). The research project will invest \$400 million over the next seven years in advanced wireless platforms and research. Texas A&M proposed partnering with College Station and Bryan to establish a city-scale experimental open research and testing area to be utilized to test various platforms for experimental 5G equipment. Research focus areas include wireless research, transportation, energy, public safety, and health. The City will be asked to provide an agreement that provides access for three or four nodes in the city, rights of way, pole contact, etc. (the project should fund make ready, permitting and construction costs). Guidance will be sought from City IT, utilities, planning, economic development, etc.

Mayor Mooney recessed the Workshop at 7:01 p.m.

At 10:03 p.m., the Workshop reconvened.

7. Presentation, possible action, and discussion regarding a master plan for municipal property.

This item was postponed to the May 25 meeting.

8. Council Calendar

Council reviewed the calendar.

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, FBT/Texas Aggies Go to War, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Partnership, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Twin City Endowment, YMCA, Youth Advisory Council, Zoning Board of Adjustments.

Councilmember Schultz reported on the Chamber trip to Washington, D.C.

Councilmember Rektorik reported on the CVB.

Mayor Mooney reported on his trip to Austin to provide testimony and on the Blinn College Brazos Valley Advisory Committee

10. Adjournment

There being no further business, Mayor Mooney adjourned the workshop of the College Station City Council at 10:07 p.m. on Thursday, May 11, 2017.

Karl Mooney, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
MAY 11, 2017

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

Blanche Brick
Jerome Rektorik
Linda Harvell
Barry Moore
Julie Schultz
James Benham

City Staff:

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

Student Liaison

Jonah Chen, VP Municipal Affairs

Call to Order and Announce a Quorum is Present

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Mooney at 7:08 p.m. on Thursday, May 11, 2017 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

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

Presentation proclaiming May 7-13, 2017 as Bryan College Station Travel and Tourism Week.

Mayor Mooney presented a proclamation to Shannon Overby, Executive Director, Sydney Murrell, Director of Servicing and Events, proclaiming May 7-13, 2017 as Bryan College Station Travel and Tourism Week.

Presentation proclaiming May 21-27, 2017 as National Public Works Week

Mayor Mooney presented a proclamation to the Public Works Department, proclaiming May 21-27, 2017 as National Public Works Week.

Presentation proclaiming May as National Bike Month

Mayor Mooney presented a proclamation to representatives of the Bicycle, Pedestrian and Greenways Committee, proclaiming May as National Bike Month.

Presentation proclaiming May 7-13, 2017 as Municipal Clerks Week

Mayor Mooney presented a proclamation to the City Secretary's Office, proclaiming May 7-13, 2017 as Municipal Clerks Week.

Hear Visitors Comments

Ben Roper, College Station, came before Council to honor the service and sacrifice of Sgt. Christopher Ramirez.

Chance Rushing, University Heights Townhomes, representing iMatter Youth, an international non-profit and non-partisan environmental organization focused on empowering youth to take local action. The issue they are championing is renewable energy usage. He asked the City to commit to transition to a 100% renewal energy by 2040 or sooner for the economic benefits, the public health and safety benefits, the national security benefits, and to ensure a livable future. He asked for an Action Plan and Clean Energy resolutions to transition to renewable energy within the next 23 years.

Konstantine Giannopoulos, College Station, spoke regarding climate change and said we need to make conscious decisions regarding our environment. Switching to renewable energy is the quickest way to a sustainable future.

Kati Stoddard, College Station, spoke regarding the initiative to transitioning to renewable energy. This is necessary to reducing our carbon footprint. She spoke about human health effects due to burning fossil fuels.

Darian Davis, College Station, spoke in support of transitioning to 100% renewable energy. We need to lead by example and join the other 28 cities that have joined this movement.

Vince Chihak, Bryan, said there are economic benefits to utilizing renewable energy, and there is a 100% consensus that climate change is real.

Carlo Chunga Pizallo, College Station, said that College Station is a very car-dependent city. Building more roads will not solve the problem. The city needs to be more walkable, more sustainable, and more renewable.

Ashley Daspit, College Station, said reducing carbon emissions is the number one way to cleaner air. Climate change is real and is the greatest global health challenge in the 21st century. We are global citizens and leader on a global stage.

Aron Gabremicael, College Station, stated it is important to switch to renewable energy as soon as possible. He spoke about greenhouse gases and how they affect global warming.

Joshua Grotte, Bryan, spoke about the feasibility of becoming a completely sustainable city. There are federal subsidies available to help get started.

Nich Beer, College Station, said he sees the direct effects of poor air quality in his work. A recent study by MIT noted 200,000 premature deaths from air pollutants.

Adriane Beer, College Station, spoke on behalf of another citizen. She has an organic farm said the seasons are unpredictable due to climate change. She is also concerned about the water from the Brazos River and the underground water, due to fracking.

Dorothy Menefee, College Station, spoke about greenhouse balance and said climate change is very concerning. Switching to renewable energy can mitigate some of the effects. She reiterated the request for an action plan to transition to renewable energy. This will stimulate the economy and improve the quality of life.

CONSENT AGENDA

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

- **April 27, 2017 Workshop**
- **April 27, 2017 Regular Meeting**

2b. Presentation, possible action, and discussion regarding Change Order Numbers 1 and 2 to Greens Prairie Substation Contract Number 17300106 in the total amount of \$226,865.20.

2c. Presentation, possible action, and discussion on approval of Resolution 05-11-17-2c, stating that the City Council has reviewed and approved the City's Amended Investment Policy Broker-Dealer List.

2d. Presentation, possible action, and discussion to consider renewing an agreement with the Wellborn Special Utility District to transfer their water through the College Station water system.

2e. Presentation, possible action, and discussion regarding an inter local agreement with the Texas Department of Public Safety, State Administrator of the Texas Law Enforcement Telecommunications System for the use of the Texas Law Enforcement Telecommunications System (TLETS).

2f. Presentation, possible action, and discussion on approving a service contract with Global Payments Direct, Inc. for Merchant Card and Credit Card Payment Processing Services. This service contract is for an initial three (3) year term with an estimated annual not-to-exceed amount of \$850,000 for banking fees and service charges.

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

REGULAR AGENDA

Item 5 was taken out of order and heard first.

1. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2017-3882, amending the Comprehensive Plan - Future Land Use & Character Map from Suburban Commercial to Urban for approximately 4.74 acres located at 404 Harvey Mitchell Parkway South, generally located at the corner of Harvey Mitchell Parkway South and Raymond Stotzer Parkway.

Madison Thomas, Planning and Development, stated that the applicant has requested the proposed Comprehensive Plan Future Land Use and Character Map amendment to Urban as a step toward permitting a multi-family residential housing development with retail space at 404 Harvey Mitchell Parkway South. This development is intended to serve as housing for students at the nearby Texas A&M University. The retail will serve the students in the multi-housing portion and the employees at the adjacent business.

The Planning and Zoning Commission considered this item at their April 20 meeting and voted unanimously to recommend approval.

At approximately 9:20 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 9:20 p.m.

MOTION: Upon a motion made by Councilmember Moore and a second by Councilmember Benham, the City Council voted five (5) for and two (2) opposed, with Councilmembers Brick and Schultz voting against, to adopt Ordinance 2017-3882, amending the Comprehensive Plan - Future Land Use & Character Map from Suburban Commercial to Urban for approximately 4.74 acres located at 404 Harvey Mitchell Parkway South, generally located at the corner of Harvey Mitchell Parkway South and Raymond Stotzer Parkway. The motion carried.

2. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2017-3883, 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 CI Commercial Industrial to PDD Planned Development District for approximately 4.74 acres being situated in the City of College Station, Brazos County, Texas, at 404 Harvey Mitchell Parkway South, generally located at the corner of Harvey Mitchell Parkway South and Raymond Stotzer Parkway.

Madison Thomas, Planning and Development, stated that the applicant has requested a Planned Development District rezoning at this location to allow for multi-family development that will consist of attached units that meet the Multi-Family Zoning regulations and accessory commercial uses in the ground level of one of the buildings. Vehicular access will be taken through the adjacent property to the north, via a private access easement. There will be a multi-use path, for walkers and bikers that will be provided through the property.

The Planning and Zoning Commission considered this item at the April 20 meeting and voted 6-0 to recommend approval.

At approximately 9:36 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 9:36 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Rehtorik, the City Council voted five (5) for and two (2) opposed, with Councilmembers Brick and Schultz voting against, to adopt Ordinance 2017-3883, 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 Commercial Industrial to Planned Development District for approximately 4.74 acres being situated in the City of College Station, Brazos County, Texas, at 404 Harvey Mitchell Parkway South, generally located at the corner of Harvey Mitchell Parkway South and Raymond Stotzer Parkway. The motion carried.

3. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2017-3884, amending the Comprehensive Plan - Future Land Use & Character Map from Urban to General Commercial and Natural Areas Reserved for approximately 3.2 acres located 3500 Harvey Road, generally located east of Copperfield Pkwy and south of Harvey Road.

Madison Thomas, Planning and Development, stated that the applicant has requested the proposed Comprehensive Plan amendment to General Commercial and Natural Areas Reserved as a step toward permitting a commercial development at 3500 Harvey Road. The Commercial land use is intended to provide commercial development for the nearby residents and the greater community. The Natural Areas Reserved land use would protect the floodplain on the property and create a buffer at the south of the property.

The Planning & Zoning Commission unanimously recommended approval at their April 20 regular meeting.

At approximately 9:39 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 9:39 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Rehtorik, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2017-3884, amending the Comprehensive Plan - Future Land Use & Character Map from Urban to General Commercial and Natural Areas Reserved for approximately 3.2 acres located 3500 Harvey Road, generally located east of Copperfield Pkwy and south of Harvey Road. The motion carried unanimously.

4. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2017-3885, amending the Comprehensive Plan Thoroughfare Plan by changing the classification of the extension of Pavilion Avenue, generally located southeast of the intersection of State Highway 6 and Sebesta Road, from a major collector to a minor collector.

Jason Schubert, Planning and Development Services, stated that the proposed Thoroughfare Plan amendment changes the classification of the extension of Pavilion Avenue from a major collector to a minor collector.

The Planning & Zoning Commission considered the rezoning request at their May 4, 2017 regular meeting and recommended approval. Staff also recommends approval.

At approximately 9:44 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 9:44 p.m.

MOTION: Upon a motion made by Councilmember Brick and a second by Councilmember Benham, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2017-3885, amending the Comprehensive Plan Thoroughfare Plan by changing the classification of the extension of Pavilion Avenue, generally located southeast of the intersection of State Highway 6 and Sebesta Road, from a major collector to a minor collector. The motion carried unanimously.

5. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2017-3886, amending the Unified Development Ordinance Section 12-8.3.H.2, Platting and Replatting within Older Residential Subdivisions.

This item was taken out of order and heard first.

Molly Hitchcock, Planning and Development, stated that this amendment corrects language from 2012 that inadvertently allowed lots as small as 5,000 square feet in older residential neighborhoods designated as “Neighborhood Conservation” on the Land Use & Character Map. The proposed ordinance language will clarify the original intent of Section 12-8.3.H.2 and restore protection to older residential neighborhoods. Two versions of the amendment were provided for the Council’s consideration. Version One simply clarifies the original intent of the ordinance. At the suggestion of the P&Z Chair, Version Two includes additional language that provides flexibility when calculating the average lot width.

The Planning and Zoning Commission considered this item on May 4 and voted to recommend version two.

At approximately 8:15 p.m., Mayor Mooney opened the Public Hearing.

Suzanne Droleskey, College Hills Woodlands, said there had been comments the earlier amendment was intentional, but said the evidence indicates it was clearly unintentional. She thanked staff and P&Z for listening to their concerns. She noted Mr. Simms high ethical standards.

Gary Halter, College Hills Woodlands, made two points: subdivision changes are often more important than zoning changes, and that the City should change provisions that violate deed restrictions.

Lawrence Hunter, College Hills Woodlands, said there were no signs posted and nothing published to alert residents. The timing of public engagement is very important. Neighborhood integrity is the most often contested issue. A concise definition is needed. Restoring the verbiage in the UDO is a great start in that direction.

Dennis Berthold, College Hills Woodlands, stated his concern with the vagueness of the word “character” in the second version of the amendment endorsed by the P&Z. He said he prefers the first version and then explained what “character” means to him. He noted that neighborhood character is not just about block faces and lot sizes. He stated that community character is more than a guideline for replatting . . . it is a way of life.

Nan Crouse, College Hills Woodlands, said she hopes the Council will approve one of the versions tonight. She noted the amount of time she has had to spend defending her neighborhood. Those who have moved from the neighborhood have done so to move to places with more protections in place. Good neighborhoods make good communities.

George Dresser, Southside area, said the issue before the Council is driven by the conversion of single-family residences to stealth dorms. He noted that the Appraisal District appears to already be valuing the land as if it is already being used for construction of stealth dorms.

Dean Boyd, College Hills Woodlands, said he supported version one, but will be satisfied with either.

Joel Cantrell, College Hills Woodlands, said he favors both versions of the amendment. He recommended that rear tier, same tier and opposing block face be considered by the administrator.

There being no further comments, the Public Hearing was closed at 8:36 p.m.

MOTION: Upon a motion made by Councilmember Rektorik and a second by Councilmember Schultz, the City Council voted seven (7) for and none (0) opposed, to adopt Version Two of Ordinance 2017-3886, amending the Unified Development Ordinance Section 12-8.3.H.2, Platting and Replatting within Older Residential Subdivisions. The motion carried unanimously.

6. Presentation, possible action, and discussion on Ordinance 2017-3887, authorizing the issuance of up to \$70,000,000 in principal amount of “City of College Station, Texas Certificates of Obligation, Series 2017”; delegating the authority to certain City Officials to execute certain documents relating to the sale of the certificates; approving and authorizing instruments and procedures relating to the certificates; and enacting other provisions relating to the subject.

7. Presentation, possible action, and discussion on Ordinance 2017-3888, authorizing the issuance of up to \$36,600,000 in principal amount of “City of College Station, Texas General Obligation Improvement and Refunding Bonds, Series 2017”; with no more than \$19,000,000 of such amount to be issued to refund the Refunded Obligations and pay costs of issuance of the Bonds and no more than \$17,600,000 for new capital projects; delegating the authority to certain City Officials to execute certain documents relating to the sale of the Bonds; approving and authorizing instruments and other procedures relating to said bonds; and enacting other provisions relating to the subject.

Items 6 and 7 were taken together.

Mary Ellen Leonard, Director of Finance, stated they are looking at \$17,390,000 in General Obligation Bond projects, and \$63,840,000 for Certificates of Obligation projects. The total new money issuance is \$81,830,000 including \$600,000 in estimated debt issuance costs.

The recommended refunding includes \$1,740,000 for 2009 bonds (GO refunding), and \$12,920,000 for 2009 bonds (CO). The opportunity that is currently before the Council will save the City approximately 9.44% over the remaining life of the issues. The net present value savings includes the debt issuance costs.

MOTION: Upon a motion made by Councilmember Schultz and a second by Councilmember Rektorik, the City Council voted seven (0) for and none (0) opposed, to adopt Ordinance 2017-3887, authorizing the issuance of up to \$70,000,000 in principal amount of “City of College Station, Texas Certificates of Obligation, Series 2017”; delegating the authority to certain City Officials to execute certain documents relating to the sale of the certificates; approving and authorizing instruments and procedures relating to the certificates; and enacting other provisions relating to the subject. The motion carried unanimously.

MOTION: Upon a motion made by Councilmember Schultz and a second by Councilmember Rektorik, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2017-3888, authorizing the issuance of up to \$36,600,000 in principal amount of “City of College Station, Texas General Obligation Improvement and Refunding Bonds, Series 2017”; with no more than \$19,000,000 of such amount to be issued to refund the Refunded Obligations and pay costs of issuance of the Bonds and no more than \$17,600,000 for new capital projects; delegating the authority to certain City Officials to execute certain documents relating to the sale of the Bonds; approving and authorizing instruments and other procedures relating to said bonds; and enacting other provisions relating to the subject. The motion carried unanimously.

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

There were no proposed agenda items.

9. Adjournment.

There being no further business, Mayor Mooney adjourned the Regular Meeting of the City Council at 10:03 p.m. on Thursday, May 11, 2017.

Karl Mooney, Mayor

ATTEST:

Sherry Mashburn, City Secretary



Legislation Details (With Text)

File #:	17-0227	Version:	1	Name:	SPS Services for Click2Gov Server Move
Type:	Contract	Status:		Status:	Consent Agenda
File created:	5/5/2017	In control:		In control:	City Council Regular
On agenda:	5/25/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding approval of a contract with Sungard Public Sector (SPS), formerly Sungard HTE, for services to move Click2Gov online payment engine to a new server in an amount not to exceed \$1,400.				
Sponsors:	Ben Roper				
Indexes:					
Code sections:					
Attachments:	SPS Quote - Amendment to Master Agreement				

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 services to move Click2Gov online payment engine to a new server in an amount not to exceed \$1,400.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Sustainable City

Recommendation(s): Staff recommends approval.

Summary: The SPS Click2Gov module is the system in which utility bill payments are made online. These services will assist IT staff in moving the HTE application to a new server, minimizing HTE downtime of the services to citizens.

This contract 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: Funds for this purchase are available in the Information Technology FY17 operating budget.

Attachments:

Sungard Public Sector Quote, as an Amendment to original agreement.

Quote Prepared By:

Denise Pratt
1000 Business Center Drive
Lake Mary, FL 32746
Phone: (800) 727-8088 Fax: (407) 304-3301
Email: denise.pratt@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-00026396	04/17/2017	07/16/2017

Professional Services

eGovernment

Product Code	Product Name		Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
K1-3-Rebuild	NaviLine Click2Gov3 Server Rebuild	Ext Price:	-	1,400.00	-	-	-	-	-	1,400.00
Totals:			-	\$1,400.00	-	-	-	-	-	\$1,400.00

Product & Services

Professional Services:	\$1,400.00
Subtotal:	\$1,400.00
Total:	\$1,400.00

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 (Maintenance): Customer is committed to the initial term of Maintenance for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of Maintenance will be for twelve (12) month periods, commencing at the end of the prior support period. Maintenance 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 Maintenance will be due prior to the start of each term at the then prevailing rate. Except for the second term of Maintenance 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 #:	17-0228	Version:	1	Name:	Electronic Storage and Upgrade Services Contract
Type:	Contract	Status:		Status:	Consent Agenda
File created:	5/8/2017	In control:		In control:	City Council Regular
On agenda:	5/25/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and Great South Texas Corporation (dba Computer Solutions) for additional electronic storage and services to repurpose existing storage as backup for a not to exceed price of \$418.256.26.				
Sponsors:	Ben Roper				
Indexes:					
Code sections:					
Attachments:	Professional Services - Computer Solutions.pdf				

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 and Great South Texas Corporation (dba Computer Solutions) for additional electronic storage and services to repurpose existing storage as backup for a not to exceed price of \$418.256.26.

Relationship to Strategic Goals: (Select all that apply)

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval

Summary: In January 2014, the City purchased approximately 80TB of electronic storage to provide file and document storage and redundancy and backup of servers. This storage was anticipated to meet city needs for the next 5 years. Electronic storage needs have increased faster than anticipated and additional storage is needed.

This project will replace the existing primary storage system with a newer, more capable system, with almost 3 times the capacity, and will repurpose the existing storage for use as a backup for disaster recovery purposes.

Budget & Financial Summary: Funding for this project is included in the Technology Capital Projects Fund as part of the Storage Upgrade Project, CO 1703.

Attachments: Professional Services Contract

PROFESSIONAL SERVICES CONTRACT

This Contract is by and between the **City of College Station**, a Texas Municipal Home-Rule Corporation (the "City") and **Great South Texas Corporation (dba Computer Solutions)**, a Maryland Corporation (the "Contractor"), whereby Contractor agrees to perform and the City agrees to pay for the work described herein.

ARTICLE I

1.01 This Contract is for Upgrade and Expansion of the City of College Station Electronic Storage Environment (the "Project"). The scope and details of the work to be provided to the City by Contractor are set forth in **Exhibit "A"** to this Contract and are incorporated as though fully set forth herein by reference. Contractor agrees to perform or cause the performance of all the work described in **Exhibit "A."**

1.02 Contractor agrees to perform the work described in **Exhibit "A"** hereto and the City agrees to pay Contractor a fee based on the rates set forth in **Exhibit "B"** to this Contract for the services performed by Contractor. The invoices shall be submitted to the City following the 15th day and the last day of each month. The payment terms are net payable within thirty (30) calendar days of the City's receipt of the invoice. Upon termination of this Contract, payments under this paragraph shall cease, provided, however, that Contractor shall be entitled to payments for work performed in accordance with this Contract before the date of termination and for which Contractor has not yet been paid.

1.03 The total amount of payment, including reimbursements, by the City to Contractor for all services to be performed under this Contract may not, under any circumstances, exceed **Four Hundred Eighteen Thousand Two Hundred Fifty Six Dollars and 26/100 (\$418,256.26)**.

1.04 The City may from time to time request changes in the scope and focus of the activities, investigations, and studies conducted or to be conducted by Contractor pursuant to this Contract, provided, however, that any such change that in the opinion of Contractor, the City Manager, or the City's Project Manager varies significantly from the scope of the work set out herein and would entail an increase in cost or expense to the City shall be mutually agreed upon in advance in writing by Contractor and the City's Project Manager.

1.05 a. When the original Contract amount plus all change orders is \$100,000 or less, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than \$100,000. For such contracts, when a change order results in a total contract amount that exceeds \$100,000, the City Council of the City must approve such change order prior to commencement of the services or work; and

b. When the original contract amount plus all change orders is greater than \$100,000, the City Manager or his designee may approve the written change order provided the change

order does not exceed \$50,000, and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds \$50,000 or when the sum of all change orders exceeds 25% of the original contract amount, the City Council of the City must approve such change order prior to commencement of the services or work; and

c. Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived. If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

1.06 Except as provided in Article VI herein below, the Contractor shall complete all of the work described in Exhibit "A" by the dates set forth below:

Within 60 days of contract execution.

1.07 **Time is of the essence of this Contract.** The Contractor shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified.

1.08 Contractor promises to work closely with the City Manager or his designee (the "Project Manager") or other appropriate City officials. Contractor agrees to perform any and all Project-related tasks reasonably required of it by the City in order to fulfill the purposes of the work to be performed. The work of Contractor under this Contract may be authorized by the Project Manager in various phases as set forth in **Exhibit "A."**

1.09 In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. Except for materials furnished by the City, the Contractor shall supply all materials, equipment and labor required for the execution of the work on the Project. The Contractor shall have ultimate control over the execution of the work under this Contract. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors except to the limited extent provided for in this Contract. Contractor shall be liable for any misrepresentations. Any negotiations by the Contractor on the City's behalf are binding on the City only when within the scope of work contained herein and approved by the City.

ARTICLE II

2.01 The City shall direct Contractor to commence work on the Project by sending Contractor a "letter of authorization" to begin work on the Project.

2.02 Upon receipt of the letter of authorization to begin work on the implementation of the Project, Contractor shall meet with the City for the purpose of determining the nature of the Project, including but not limited to the following: meeting with the City's staff to coordinate Project goals, schedules, and deadlines; coordinating data collection; briefing the City's management staff; documenting study assumptions and methodologies; devising the format for any interim reports and the final report to the City.

2.03 Contractor shall consult with the City and may, in some limited circumstances, act as the City's representative, but it is understood and agreed by the parties that for all purposes related to this Contract, Contractor shall be an independent contractor at all times and is not to be considered either an agent or an employee of the City.

ARTICLE III

3.01 As an experienced and qualified professional, Contractor warrants that the information provided by Contractor reflects high professional and industry standards, procedures, and performances. Contractor warrants the design, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, the fitness and operation of its recommendations, and the performance of other services under this Contract, pursuant to a high standard of performance in the profession. Contractor warrants that it will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval or acceptance by the City of any of Contractor's work product under this Contract shall not constitute, or be deemed, a release of the responsibility and liability of Contractor, its employees, agents, or associates for the exercise of skill and diligence necessary to fulfill Contractor's responsibilities under this Contract. Nor shall the City's approval or acceptance be deemed to be the assumption of responsibility by the City for any defect or error in the Project's work products prepared by Contractor, its employees, associates, agents, or subcontractors.

3.02 Contractor shall keep the City informed of the progress of the work and shall guard against any defects or deficiencies in its work.

3.03 Contractor shall be responsible for using due diligence to correct errors, deficiencies or unacceptable work product. Contractor shall, at no cost to the City, remedy any errors, deficiencies or any work product found unacceptable, in the City's sole discretion, as soon as possible, but no longer than fifteen (15) calendar days after receiving notice of said errors, deficiencies or unacceptable work product.

3.04 Contractor's work product shall be the exclusive property of the City. Upon completion or termination of this Contract, Contractor shall promptly deliver to the City all

records, notes, data, memorandum, models, and equipment of any nature that are within Contractor's possession or control and that are the City's property or relate to the City or its business.

ARTICLE IV

4.01 Indemnity. The Contractor agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents (separately and collectively referred to in this paragraph as "Indemnatee"), from and against any and all claims, losses, damages, causes of action, suits, judgments, settlements made by Indemnatee, and liability of every kind, including all expenses of litigation, court costs, attorney's fees, and other reasonable costs for damage to or loss of use of any property, for injuries to, or sickness or death of any person, including but not limited to Contractor, any of its subcontractors of any tier, or of any employee or invitee of Contractor or of any such subcontractors, that is caused by, arises out of, related to, or in connection with, the negligence of and/or negligent performance of this Contract by Contractor or by any such subcontractors of any tier, under this Contract.

4.02 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 4.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

4.03 Release. The Contractor releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Contractor or its employees and any loss of or damage to any property of the Contractor or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Contractor's work to be performed hereunder. Both the City and the Contractor expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Contractor or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Contractor, or any third party.

ARTICLE V Insurance

5.00 The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth on **Exhibit "C"**.

ARTICLE VI

6.01 At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Contractor, in writing, who shall cease work immediately. Contractor shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred prior to the date of termination.

6.02 No term or provision of this Contract shall be construed to relieve the Contractor of liability to the City for damages sustained by the City or because of any breach of contract by the Contractor. The City may withhold payments to the Contractor for the purpose of setoff until the exact amount of damages due the City from the Contractor is determined and paid.

ARTICLE VII

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

7.02 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

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

Contractor:
Computer Solutions
Attn: Ken Knight
814 Arion Parkway, Suite 101
San Antonio, Texas 78216

7.03. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.

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

7.05 No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

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

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

7.08 This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

7.09 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

7.10 This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

GREAT SOUTH TEXAS CORPORATION
d/b/a COMPUTER SOLUTIONS

CITY OF COLLEGE STATION

By: 
Printed Name: Gary Noel
Title: Director of Service Operations
Date: 5-5-2017

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____

Exhibit A

Scope of Services

Overview: This project will install new Nimble storage to upgrade the current storage environment for the City of College Station's (City) VMware vSphere environment and at least two physical servers' attached storage. A Computer Solutions Senior Systems Engineer will install one (1) Nimble storage array in the IT building data center and (1) Nimble storage array in the City Hall data center and present storage to the City's existing VMware vSphere hosts, GIS server, and Document Management Server. The Senior Systems Engineer will migrate the City's existing virtual machines (using VMware vMotion) to the new storage arrays and configure array replication. The Senior Systems Engineer will also migrate the GIS Server storage and the Document Management Server storage to the new storage arrays and configure array replication. Finally, the Computer Solutions Senior Systems Engineer will repurpose the City's existing EMC VNX storage arrays as backup storage for the City's existing Commvault backup environment and assist the City in migrating all additional data from the EMC storage arrays to the new Nimble storage array.

Primary Tasks:

- A. Project Plan – A Project Planning/Kick-off meeting will be held between the Computer Solutions Project Team and the City Project Team. This meeting will review the overall project. Other discussion items will include:
 - a. Discuss City expectations for transitioning to the new systems and desired functionality.
 - b. Define project requirements, roles and responsibilities, dependencies, schedule, project change control, communications plan, and access needs.
- B. Discovery
 - a. Perform a network discovery on the existing network infrastructure as needed.
 - b. Perform a systems discovery on the existing systems/storage environment as needed.
- C. Design Review
 - a. Review the proposed design and data flows using "Block Diagrams" showing all equipment locations, connectivity and physical rack space needs.
 - b. Create a test plan with City team to validate success criteria for the project.
 - c. Review the proposed design and test plans with City team.
 - d. Modify the plans as necessary and obtain agreement.
- D. Implementation
 - a. Primary Data Center (IT Building)
 - 1. Physically install one (1) Nimble storage array. Connect the array to the environment and present the storage to the existing VMware vCenter/vSphere hosts.

2. Migrate the existing virtual machines from the existing EMC array to the newly configured Nimble storage array.
3. Re-initialize the EMC storage array and present it to City's Commvault environment for backups.
- b. Secondary Data Center (City Hall)
 1. Physically install one (1) Nimble storage array. Connect the array to the environment and present the storage to the existing VMware vCenter/vSphere hosts.
 2. Migrate the existing virtual machines from the existing EMC array to the newly configured Nimble storage array. Migrate GIS Server and Document Management Server data and assist the City in seamlessly transitioning each server's use of the attached storage. Assist the City in migrating/copying all additional data from the EMC array(s) to the Nimble storage array.
 3. Re-initialize the EMC storage array and present it to City's Commvault environment for backups.
 4. Setup array replication between the Nimble storage arrays.
- c. Included products:
 1. Nimble Storage vCenter Plug-in
 2. Nimble Storage InfoSight online support service access
 3. Nimble Connection Manager
 4. vStorage APIs for Array Integration
 5. Virtual Machine-level Analytics with VM-Vision and InfoSight

E. Testing

- a. Execute the Customer-approved test plan. Document and remediate any issues discovered.

F. Closure

- a. Create as-built documentation that includes IP Addresses, user accounts, serial numbers, and diagrams.

Major tasks and responsibilities

Computer Solutions Responsibilities

- A. Computer Solutions will complete the tasks listed as "Primary Tasks" in this Scope of Work.
- B. Computer Solutions Project Management - Computer Solutions will assign a Project Manager to lead this project. The Project Manager will oversee project planning, coordination, and reporting activities as well as:
 - a. Serve as the single point of contact for project activities, milestones, roles and responsibilities, and project tasks;
 - b. Coordinate status meetings and schedule, as well as management of the change control process;



- c. Engage with City and vendor resources to execute project tasks;
 - d. Assist in reporting guidelines, risk and issue identification, and contingency planning;
 - e. Continually assess scope, timing, and resource requirements;
 - f. Have the authority to act on behalf of Contractor for all matters related to this Statement of Work;
 - g. Be available;
 - h. Attend all meetings and provide signatures as requested by City.
- C. Escalation: Computer Solutions will provide City with escalation procedure as well as names and multiple methods of contact for Computer Solutions personnel including office, cell phone numbers, and email addresses to be used in the event that City requires support or escalation beyond the capabilities of Computer Solutions' primary Point of Contact.

City of College Station Responsibilities

- A. Access: City of College Station will:
- a. Provide Computer Solutions with secure remote access to City's network,
 - b. Grant escorted access to physical sites including restricted areas, and
 - c. Provide Computer Solutions with login credentials as required to provide the services stated herein.
- B. Escalation: City will provide Computer Solutions with Customer's escalation procedure as well as names and multiple methods of contact for City personnel including office, cell phone numbers, and email addresses to be used in the event that Computer Solutions requires support or escalation beyond the capabilities of City's primary Point of Contact.
- C. Point of Contact: City will establish business and technical Points of Contact to whom Computer Solutions may address all correspondence regarding this Statement of Work and associated Computer Solutions services. The technical Point of Contact must be familiar with all aspects of City's information technology environment. The business and technical Point of Contact will:
- a. Have the authority to act on behalf of City for all matters related to this Statement of Work;
 - b. Be available;
 - c. Assist Computer Solutions in the scheduling of services;
 - d. Assist Computer Solutions in evaluating issues and executing diagnostic tests or other procedures as needed for problem resolution; and
 - e. Attend all meetings and provide signatures as requested by Computer Solutions.
- D. Current State Documentation: City will provide Computer Solutions with available documentation regarding the current state of City's environment as required and as available.

- E. Environment Stability: City will ensure their environment is properly staged and prepared throughout this project. [Computer Solutions is not responsible for preexisting conditions within City's environment that affect the delivery of Computer Solutions services. Computer Solutions is not responsible for pre-existing conditions or failure of City's equipment.]
- F. Environment Changes: City will notify and consult Computer Solutions prior to initiating changes to City's IT environment or implementing 3rd party vendor changes that affect the delivery of Computer Solutions' services as stated herein. Computer Solutions will review the proposed changes and inform City if said changes will impact Computer Solutions' ability to provide services in accordance with this Statement of Work. Should Computer Solutions determine that said changes will impact Computer Solutions' services and City opts to perform said changes through any means, Computer Solutions will not be held liable for any services failures or disruptions. If Computer Solutions' labor is required to correct said disruptions, City will be charged the appropriate time and materials hourly rates associated with remediation.
- G. Data Backup: City will take necessary precautions to secure and backup sensitive data prior to the start of services. In the event that data loss occurs, Computer Solutions will not be held liable. Data loss includes but is not limited to corrupt, inaccurate, lost, and damaged data or unrecoverable media errors.
- H. Licensing/Software/Hardware availability: City is responsible for all Software and Hardware availability, as well as licensing compliance, and agrees to make it available in its entirety no later than the commencement of project work, or within a reasonable time period after being informed of the need for not previously identified Licensing/Software/Hardware. All Licensing required for the Nimble storage system proposed by Computer Solutions and listed in the attached quote is included with the purchase of listed equipment and services.
- I. Use of Tools: City is aware that software tools may be used in the City's environment for data migration, device discovery, or service provisioning. Computer Solutions will coordinate installation of properly licensed software tools with the City POC.

Timeframes

This project will require one to two days of onsite work. The project is estimated to be completed within one (1) month of contract execution.

Upgrades/Updates

The City is entitled to all software and firmware upgrades, updates and, patches at no additional cost as long as a current maintenance and support agreement is in effect. Computer Solutions will provide remote technical assistance if needed, to install upgrades, updates and, patches.

Training

City staff will be involved throughout the implementation, setup and configuration of the Nimble storage arrays, repurpose of the EMC storage and data migration. Computer Solutions will work closely with City staff to provide maximum opportunity for knowledge transfer during this project. The City is responsible for obtaining formal training on Nimble storage administration and management.

Support

5 years of "Premium 4-Hour" Support is provided on all Nimble Storage products provided with this purchase.



Exhibit B

Payment Terms

Payment is a fixed fee in the amount listed in Article I, Section 1.03 of this Contract, except for data migration services and travel expenses, which will be billed as actual. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City.

Schedule of Payment for each phase:

Equipment and materials – City will be invoiced when equipment and material is delivered to the City.

Professional Services (except data migration) – Billed as Services are delivered and accepted by City of College Station

Travel and Data Migration Services – Billed as actual expenses and time is incurred.





**Great South Texas Corp dba
Computer Solutions**
814 Arlon Parkway, Suite 101
San Antonio, Texas 78216
United States
http://www.comsoltx.com
(P) (210) 369-0300
(F) 210-369-0389

Quote (Open)

Date Apr 06, 2017 11:57 AM CDT	Expiration Date 2017-05-06
Doc # 69746 - rev 1 of 1	
Description Nimble Storage CS3000, 210TB	
Sales Rep Owens, Rose (P) 210-369-0343 (F) 210-369-0389	
Customer Contact Roper, Ben (P) (979) 764-3457 broper@cstx.gov	

Customer
City of College Station (COCS)
Roper, Ben
1101 Texas Ave
PO Box 9960
College Station, TX 77842
United States
(P) 9797643555

Bill To
City of College Station
Accounts Payable
1101 Texas Ave
PO Box 9960
College Station, TX 77842
United States
(P) 9797643555

Ship To
City of College Station
Roper, Ben
1101 Texas Ave
PO Box 9960
College Station, TX 77842
United States
(P) 979-764-3457
broper@cstx.gov

DIR Program: Cerahsoft DIR-
SDD-2035 Expires 05/03/2017
Certifications: WBE/SBE/HUB#
1942650013800
Exp:05/13/2018
Sales Order Type: Drop
Ship

Customer PO:	Terms: Net 30 Days	Ship Via: FedEx Ground
Special Instructions:		Carrier Account #:

#	Description	Part #	List Price	Qty	Unit Price	Total
Nimble CS3000 Storage Array, 210TB						
1	Nimble Storage CS3000, 2x10GbeseT, Dual 10GbE Optical (Qty. 1 pair), 21 x 10TB HDD, Qty 1 x 3 x 3840GB SSDs, Qty 1 x 3 x 1920GB SSDs	C3K2P- 210T-GF	\$375,500.00	2	\$147,331.60	\$294,663.20
2	Nimble Storage 4Hr Parts Del, SW Sup & InfoSight - Adaptive Flash Array SYR	SLA-4HR	\$55,083.36	2	\$48,560.33	\$97,120.66
Computer Solutions Professional Services						
3	Computer Solutions Professional Services Engineer & Sr. Engineer Level Services/Project Manager Project overview: Computer Solutions will assist the City of College Station (Customer) with refreshing their current storage environment for their VMware VSphere environment. A Computer Solutions senior systems engineer will install one (1) Nimble Storage array in each of the customer's data centers and present storage to the customer's existing VMware VSphere hosts. The senior systems engineer will migrate the customer's existing virtual machines (using VMware vMotion) to the new storage arrays and configure array replication. Finally, the Computer Solutions senior systems engineer will repurpose their existing EMC VNX storage arrays as backup storage for the Customer's existing ComVault backup environment.	COMSOL- PS	\$0.00	1	\$21,054.20	\$21,054.20
4	Computer Solutions Professional Services Travel Expenses	COMSOL- TVL	\$0.00	1	\$378.20	\$378.20
5	Computer Solutions Professional Services Sr Engineer Level Services - 24 Hours X \$210.00/Hr DIR/Preferred Customer Rate	COMSOL- PS	\$0.00	24	\$210.00	\$5,040.00
Professional Services for Data File Migrations - **Time & Materials Bid Not to Exceed \$5040.00**						

Thank you for the opportunity to provide this quote. This quote is valid for 30 days. Freight charges are estimates only. Returns are subject to approval and may include a restocking fee.

This document and the information contained is PROPRIETARY and CONFIDENTIAL, and may not be duplicated, retransmitted or displayed in any other party without the written permission of Computer Solutions.

Subtotal: \$418,256.26
Tax (8.250%): \$0.00
Shipping: \$0.00
Totals: \$418,256.26

Contract No.17300396

Professional Services Contractor

Form Revised on: 01-03-17

Page 13

Exhibit C

Insurance Requirements

I. The Contractor agrees to maintain the types and amounts of insurance required in this Contract throughout the term of the Contract. The following insurance policies shall be required:

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

II. For each of these policies, the Contractor's insurance coverage shall be primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City *before* work commences.

III. General Requirements Applicable to All Policies.

- A. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
- B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
- C. "Claims made" policies are not accepted, except for Professional Liability insurance.
- D. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of College.
- E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
 - 1. The insurance company is licensed and authorized to do business in the State of Texas
 - 2. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
 - 3. All endorsements and coverages are included according to the requirements of this Contract
 - 4. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment



- F. The City of College Station, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

V. Commercial General Liability requirements:

- A. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000 per occurrence per project for bodily injury and property damage with a \$2,000,000 annual aggregate limit.
- C. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- E. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.
- F. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

VI. Business Automobile Liability requirements:

- A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- D. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

VII. Workers' Compensation Insurance requirements:

- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Contractor, the Contractor, *all* employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring contractor agrees to provide



coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

B. The workers compensation insurance shall include the following terms:

1. Employer's Liability limits of \$1,000,000 for each accident is required.
2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
3. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

C. Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Agreement, the bid specifications, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

"A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

*C. The Contractor must provide a certificate of coverage to the governmental entity **prior** to being awarded the contract.*

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section

401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may

subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."

VIII. Professional Liability requirements:

- A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- B. Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City upon request.
- C. For "claims made" policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.





Legislation Details (With Text)

File #:	17-0234	Version:	1	Name:	Spring Creek LGC Bylaws Amendment
Type:	Resolution	Status:		Status:	Consent Agenda
File created:	5/9/2017	In control:		In control:	City Council Regular
On agenda:	5/25/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on approval of a resolution amending the Bylaws of the Spring Creek Local Government Corporation.				
Sponsors:	Jennifer Prochazka				
Indexes:					
Code sections:					
Attachments:	Resolution Background - Spring Creek LGC Draft Minutes - Spring Creek LGC				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on approval of a resolution amending the Bylaws of the Spring Creek Local Government Corporation.

Relationship to Strategic Goals:

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

Recommendation(s): Staff recommends approval of the amendment to the Bylaws. The Spring Creek Local Government Corporation approved the Bylaws, as amended, at their meeting on April 19, 2017.

Summary: City Council approved the creation of the Spring Creek Local Government Corporation (LGC), including the Certificate of Formation and Bylaws, on February 23, 2017.

The Spring Creek LGC held their first meeting on April 19, 2017. At that time, the Board adopted the Bylaws with an amendment to Section 6.03 concerning conflicts of interest to mirror the requirements of Section 116 of the City of College Station's City Charter.

Budget & Financial Summary: N/A

Attachments:

- 1) Resolution
- 2) Background - Spring Creek LGC

3) Draft Minutes - Spring Creek LGC

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING RESOLUTION NO. 02-23-17-04 BY APPROVING AN AMENDED VERSION OF THE SPRING CREEK LOCAL GOVERNMENT CORPORATION'S BYLAWS.

WHEREAS, on February 23, 2017, the City Council of the City of College Station, Texas, adopted Resolution No. 02-23-17-04 approving the proposed Spring Creek Local Government Corporation's Bylaws; and

WHEREAS, on April 19, 2017, the Spring Creek Local Government Corporation's Board of Directors held its first organizational meeting to consider adoption of its Bylaws; and

WHEREAS, on that date the Board of Directors took action to adopt the proposed Bylaws with an amendment to Section 6.03 of the Bylaws concerning conflicts of interest to mirror the requirements of Section 116 of the City of College Station's City Charter; and

WHEREAS, the City Council of the City of College Station, Texas, desires to take action to approve the Bylaws of the Spring Creek Local Government Corporation as amended by the Board of Directors; now, therefore,

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

PART 1: That the City Council hereby amends Resolution No. 02-23-17-04 by approving Spring Creek Local Government Corporation's Bylaws as amended by the Corporation's Board of Directors on April 19, 2017.

PART 2: That this Resolution shall take effect immediately from and after its passage.

ADOPTED this 25th day of May, 2017.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

City Attorney

Background on the Local Government Corporation:

The Spring Creek Local Government Corporation was created by the City Council on February 23, 2017.

The purpose of a public non-profit corporation is to assist with economic development efforts and oversee the implementation of the Spring Creek Corporate Campus. The Local Government Corporation is a local tool to promote, develop, and encourage employment and economic development anchored by the City of College Station's next business park.

The City purchased the Spring Creek Campus property in 2000 and 2001 with two purposes. First, to develop the City's next business park to recruit primary jobs, including light industrial and manufacturing uses. Second, to protect existing greenways along Spring Creek as part of the Greenways Master Plan. Additional acreage was purchased more recently for the electrical substation and the preservation of greenways north of the substation. The total size is approximately 484 acres of which roughly 260 acres is available for private development. The Spring Creek Local Government Corporation will oversee the development of this property.

The corporation is governed by a Board of five Directors that was appointed by the City Council on February 23, 2017, at the time the Articles of Incorporation and Bylaws were adopted. The corporation has the power to acquire, own, and dispose of real estate subject to the approval of the City Council. The corporation may also authorize improvements to real estate including basic infrastructure, streets, buildings and signage.

The Certificate of Formation and Bylaws for the corporation provides the overall framework. Additional City Council action is required to activate this corporation, including transfer of property into the corporation and funding the activities of the corporation.

**Minutes
of
Spring Creek Local Government Corporation
Board of Directors Meeting
Wednesday, April 19, 2017 at 1:00 p.m.
College Station City Hall – Council Chambers
1101 Texas Avenue
College Station, Texas 77840**

Directors Present:

Karl Mooney, President
Julie Schultz, Vice President
James Benham, Treasurer
Jane Kee, Secretary
John Nichols, Director

City Staff Present:

Kelly Templin, City Manager
Chuck Gilman, Deputy City Manager
Carla Robinson, City Attorney
Natalie Ruiz, Director of Economic Development
Jennifer Prochazka, Economic Development Manager

1. Call to order.

With a quorum present, the Spring Creek Local Government Corporation Board of Directors meeting was called to order by President Mooney at 1:07 p.m. on Wednesday, April 19, 2017 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Presentation and discussion relating to the Articles of Incorporation, Bylaws of the Spring Creek Inc., and procedures related to the Spring Creek Inc. Board of Directors.

Jennifer Prochazka, Economic Development, presented an overview of the Articles of Incorporation and Bylaws of the Board.

No action was taken.

3. Discussion, consideration, and possible action relating to the election of Officers to the Spring Creek Inc. Board of Directors.

MOTION: Upon motion made by Director Benham and a second by Director Nichols, the Board voted five (5) for and none (0) opposed to the following Officer appointments:

President: Karl Mooney
Vice President: Julie Schultz
Treasurer: James Benham
Secretary: Jane Kee

4. Discussion, consideration, and possible action relating to the adoption of the Bylaws of the Spring Creek Local Government Corporation.

Director Benham recommended amending the Bylaws to mirror the City Council's policy related to conflict of interest.

MOTION: Upon motion made by Director Benham and a second by Director Schultz, the Board voted five (5) for and none (0) opposed to adopt the proposed Bylaws with an amendment to Section 6.03 of the Bylaws concerning conflicts of interest to mirror the requirements of Section 116 of the City of College Station's City Charter.

5. Discussion, consideration, and possible action relating to next steps and upcoming activities of the Spring Creek Local Government Corporation.

Natalie Ruiz, Economic Development Director, discussed potential upcoming Board activities, including a budget for next fiscal year, an update of projects in the Spring Creek area, potential land sale in the Spring Creek Business Park, and a potential master plan for the Spring Creek Business Park.

Director Benham recommended that future Spring Creek LGC meetings be held on the same day as Council Economic Development Committee Meetings.

No action was taken.

6. Adjourn.

There being no further business, President Mooney adjourned the Spring Creek LGC Board Meeting. At approximately 1:45 p.m. on Tuesday, April 19, 2017.

Karl Mooney, President
Spring Creek, Inc.

ATTEST:

Jane Kee, Secretary



Legislation Details (With Text)

File #:	17-0235	Version:	1	Name:	Northeast Sanitary Sewer Trunk Line Phase 1
Type:	Contract	Status:		Status:	Consent Agenda
File created:	5/10/2017	In control:		In control:	City Council Regular
On agenda:	5/25/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding construction contract 17300351 with Condie Construction Co., Inc., in the amount of \$1,794,314 for Phase 1 of the Northeast Sanitary Sewer Trunk Line.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	17-044 Bid Tabulation Summary Project Location Map - Northeast Trunk Line - Phase 1				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding construction contract 17300351 with Condie Construction Co., Inc., in the amount of \$1,794,314 for Phase 1 of the Northeast Sanitary Sewer Trunk Line.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: This project includes the installation of approximately 4,400 LF of 42 -inch fiberglass sewer pipe, 700 LF of 24-inch fiberglass sewer pipe, and 500 LF of 54-inch steel casing pipe, generally located along an existing 50-foot public utility easement south of State Highway 30 (Harvey Road) northwest of the Windwood and Horse Haven Estates subdivisions.

Reviewed and Approved by Legal: Yes

Budget & Financial Summary: Public Facility Community Development Block Grant (CDBG) funds in the amount of \$1,496,306 have been allocated for design and construction of the Northeast Sewer Trunkline Phase I project. The contracted design portion of the project is \$347,250. The difference between the contracted design and construction amounts and the Public Facility CDBG funds available for the project will come from the Wastewater Capital Improvement Projects Fund. Twelve bids were received for the project.

Attachments:

1. Construction Contract on file in the City Secretary's Office
2. Bid Tabulation ITB #17-044
3. Project Location Map

CONTRACTOR'S PROPOSAL
17-044
Northeast Trunk Line Phase I

BRH-Garver Construction, LP.	Base Bid total: <u>\$345,145.00</u> **Alternate 1 total: <u>\$10,863,220.00</u> **Alternate 2 total: <u>\$2,728,500.00</u>
Condie Construction Company	Base Bid total: <u>\$219,840.00</u> Alternate 1 total: <u>\$1, 574,474.00</u> Alternate 2 total: <u>\$1,538,378.00</u>
Doughtie Construction Co. Inc.	Base Bid total: <u>\$277,296.00</u> Alternate 1 total: <u>\$ 2,230,991.00</u> Alternate 2 total: <u>\$ 2,401, 085.00</u>
Dudley Construction	**Base Bid total: <u>\$266,560.82</u> Alternate 1 total: <u>\$ 1,790,583.30</u> Alternate 2 total: <u>\$ 1,918,952.02</u>
Elliot Construction, LLC.	Base Bid total: <u>\$359,138.00</u> Alternate 1 total: <u>\$ 1,813,839.00</u> Alternate 2 total: <u>\$ 1,854,098.00</u>
E.P. Brady LTD.	Base Bid total: <u>\$260,918.45</u> Alternate 1 total: <u>\$ 1,980,909.00</u> Alternate 2 total: <u>\$ 2,090,112.00</u>
Huff & Mitchell, Inc.	**Base Bid total: <u>\$349,838.50</u> Alternate 1 total: <u>\$ 1,905,850.00</u> Alternate 2 total: <u>\$ 2,125,940.00</u>
Kieschnick General Contractors	Base Bid total: <u>\$253,505.75</u> Alternate 1 total: <u>\$ 1,940,640.00</u> Alternate 2 total: <u>\$ 2,031,900.00</u>
S&J Construction Co., Inc.	**Base Bid total: <u>\$300,544.10</u> Alternate 1 total: <u>\$ 2,410,176.52</u> Alternate 2 total: <u>\$ 2,424,592.84</u>

S.J. Louis Construction of Texas LTD.	Base Bid total:\$<u>214,744.13</u> **Alternate 1 total:\$ <u>1,616,283.80</u> Alternate 2 total:\$ <u>1,687,537.80</u>
Skyblue Utilities, Inc.	Base Bid total:\$<u>146,346.27</u> Alternate 1 total:\$ <u>2,004,089.71</u> Alternate 2 total:\$ <u>2,076,849.82</u>
Whitestone Civil Construction, LLC	Base Bid total:\$<u>189,399.00</u> Alternate 1 total:\$ <u>1,828,640.00</u> Alternate 2 total:\$ <u>2,009,720.00</u>

*Note: An itemized bid tabulation will be published after further review of the bids.

Project Location Map

Northeast Sewer Trunk Line

Phase 1

Legend

Project Location

Standard

Drop

Junction Box

Cleanouts

Grease Traps

Fittings

Gravity

Streets

Functional Classification

FREEWAY

MAJOR ARTERIAL

MINOR ARTERIAL

MINOR COLLECTOR

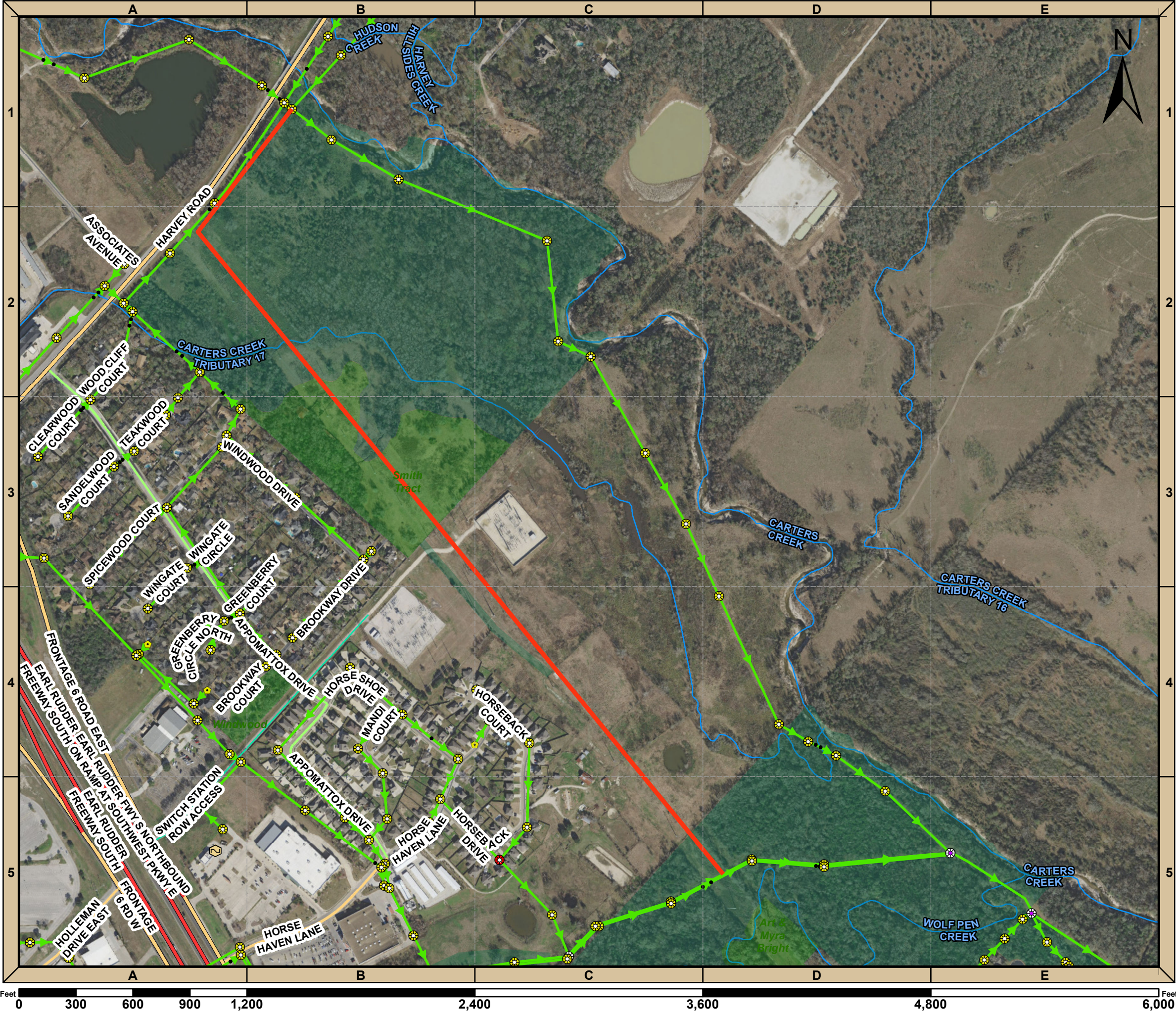
LOCAL STREET

ACCESS ROADS

Greenways

Parks

Rivers



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 #:	17-0236	Version:	1	Name:	Rock Prairie Road West Change Order No. 1
Type:	Change Order	Status:		Status:	Consent Agenda
File created:	5/10/2017	In control:		In control:	City Council Regular
On agenda:	5/25/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding approval of Change Order #1 to the construction contract with Larry Young Paving in the amount of \$196,515.88 for the construction of the Rock Prairie Road Widening Project.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Rock Prairie West location map GIS Signed Change Order				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of Change Order #1 to the construction contract with Larry Young Paving in the amount of \$196,515.88 for the construction of the Rock Prairie Road Widening Project.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the change order.

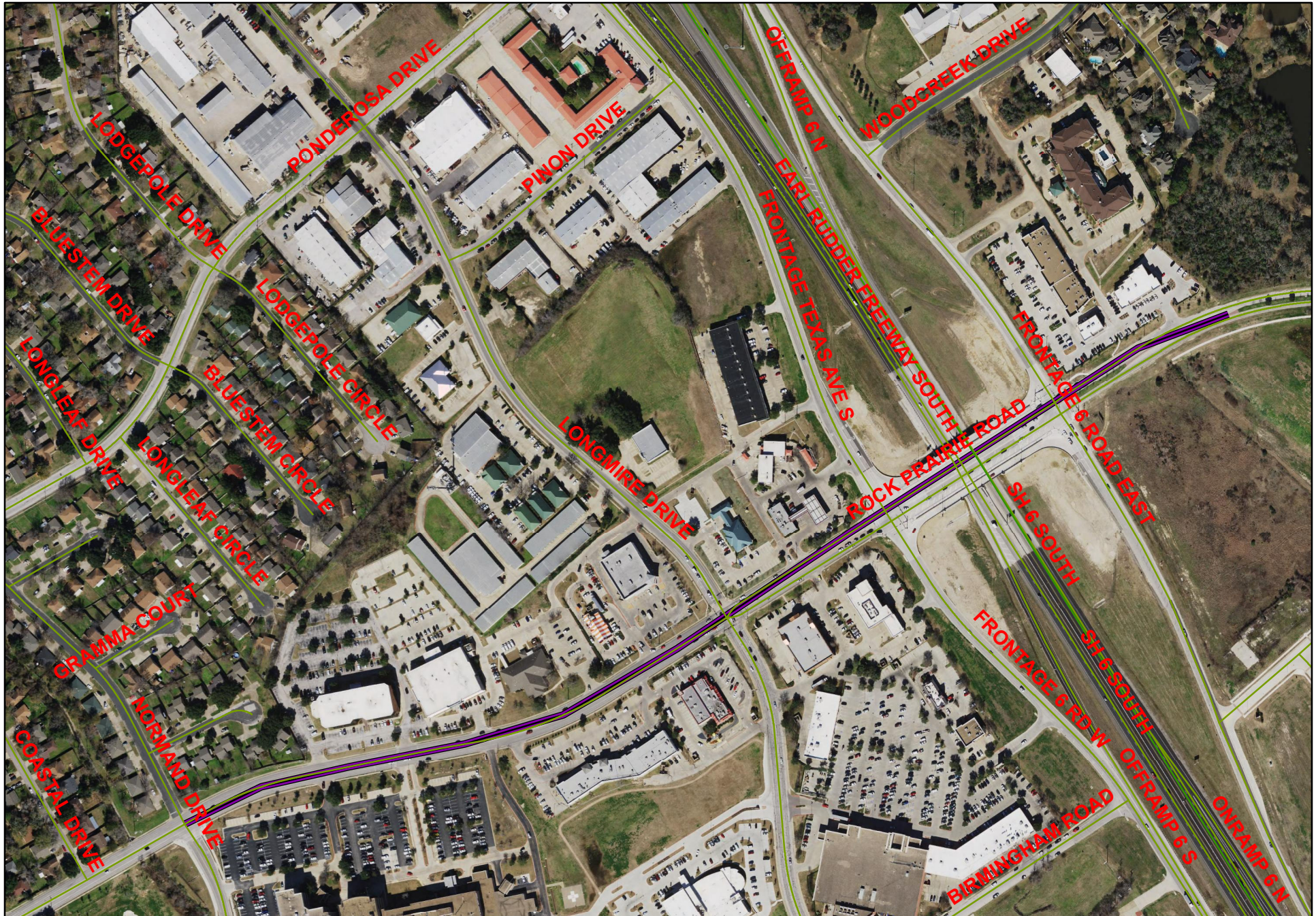
Summary: The scope of this contract is for the construction of the Rock Prairie Road West Widening Project. This project will improve the capacity of the street and align additional lanes with the Rock Prairie Road overpass. This project will extend from Normand Drive to the east approximately 450' past the northbound feeder road of State Highway 6. Improvements include concrete pavement, 8' and 10' sidewalks, new traffic signal at Longmire, and an underground duct bank for electrical utilities.

Change Order #1 includes the relocation of an 8" waterline and related items at the intersection of Rock Prairie Rd. and Longmire Dr. that was in conflict with storm sewer being installed with the project. The change order also includes the relocation of a 12" and 24" waterline and related items at the intersection of Rock Prairie Rd and the southbound feeder road of SH 6. This waterline was also in conflict with storm sewer being installed with the project.

Budget & Financial Summary: Budget was not included in the Water Capital Improvement Projects Fund in FY17 for this portion of the project as it was not known that the lines would need to be relocated when the budget was developed. Budget will be transferred from the Dowling Road Equipment Shed project in order to proceed with this change order.

Attachments:

1. Change Order
2. Project Map



Rock Prairie Road West Widening Location

CHANGE ORDER NO. 1	DATE: 5/10/2017	Contract No. 16300230
P.O. # 16203477	PROJECT: Rock Prairie Widening	Funded in Whole/Part w CO's Y/N

OWNER: City of College Station P.O. Box 9960 College Station, Texas 77842	CONTRACTOR: Larry Young Paving P.O. Box 11779 College Station, Tx 77842 Ph: 979-823-4888
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PURPOSE OF THIS CHANGE ORDER:
 This change order adds work to the contract to relocate waterlines at the intersection of Rock Prairie Road and Longmire Dr and at Rock Prairie Road and the south bound feeder road of SH 6 to avoid conflicts with the storm sewer being installed with the project.

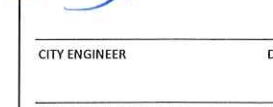
*This change order acceptance is by ratification for work already completed

ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LF	18" arch pipe	176.19	0	127	\$ 22,376.13
2	LF	Open cut casing	223.69	0	88	\$ 19,684.72
3	EA	Replace existing 8" valve	4121.18	0	1	\$ 4,121.18
4	LS	Additional Traffic control	1546.18	0	1	\$ 1,546.18
5	LS	Sawcut and temp patch	3821.18	0	1	\$ 3,821.18
6	LF	8" C-900 w/ Structural Backfill	113.18	0	275	\$ 31,124.50
7	EA	Fire Hydrant	4321.18	0	1	\$ 4,321.18
8	EA	Wet connections	2571.18	0	2	\$ 5,142.36
9	LS	Mobilization	4042.37	0	1	\$ 4,042.37
10	LS	Pot hole utilities	3141.07	0	1	\$ 3,141.07
11	LF	24" D.I. Structural Backfill	231.07	0	80	\$ 18,485.60
12	EA	24" x 12" MJ Tee	2601.07	0	1	\$ 2,601.07
13	EA	24" Butterfly valve	15386.07	0	1	\$ 15,386.07
14	EA	24" MJ bends	2491.07	0	3	\$ 7,473.21
15	EA	24" connections	2871.07	0	2	\$ 5,742.14
16	EA	Plug by-passes and remove valve box	2641.07	0	1	\$ 2,641.07
17	LF	12" locking casing	151.07	0	140	\$ 21,149.80
18	EA	12" tee	721.07	0	1	\$ 721.07
19	EA	12" MJ bend	581.07	0	4	\$ 2,324.28
20	EA	12" valve	2841.07	0	2	\$ 5,682.14
21	EA	8" valve	1691.07	0	3	\$ 5,073.21
22	EA	6" valve	1391.07	0	2	\$ 2,782.14
23	EA	12" x 8" reducer	521.07	0	1	\$ 521.07
24	LS	6" temporary connection	12341.07	0	1	\$ 12,341.07
25	EA	12" connections	\$ 1,871.07	0	1	\$ 1,871.07
26	LS	24" RCP	100	140	64	\$ (7,600.00)
27						
28						
					Total	\$ 196,515.88

THE NET AFFECT OF THIS CHANGE ORDER IS 4.99% INCREASE.

Line-OBJ: water services	\$ 181,739.75	
Line-OBJ: 6561 ORG: 41399971	\$ 14,776.13	
TOTAL CHANGE ORDER	\$ 196,515.88	
ORIGINAL CONTRACT AMOUNT	\$ 3,935,724.15	
CHANGE ORDER NO.1	\$ 196,515.88	4.99% Change
REVISED CONTRACT AMOUNT	\$ 4,132,240.03	4.99% Total Change
ORIGINAL CONTRACT TIME	485	Days
TIME EXTENSION NO. 1	0	Days
REVISED CONTRACT TIME	485	Days
SUBSTANTIAL COMPLETION DATE	11-Oct-17	
REVISED SUBSTANTIAL COMPLETION DATE	11-Oct-17	

APPROVED

 05-11-17
 A/E CONTRACTOR Date
 5-10-17
 CONSTRUCTION CONTRACTOR Date
 5/11/17
 PROJECT MANAGER Date

 CHIEF FINANCIAL OFFICER Date

 CITY ATTORNEY Date

 CITY MANAGER Date

 CITY ENGINEER Date

 DEPARTMENT DIRECTOR Date

Legislation Details (With Text)

File #:	17-0237	Version:	1	Name:	Unity Plaza Interlocal Agreement
Type:	Agreement	Status:		Status:	Consent Agenda
File created:	5/10/2017	In control:		In control:	City Council Regular
On agenda:	5/25/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding an Interlocal Agreement between the City of College Station and the City of Bryan for maintenance of the Unity Plaza area.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Unity Plaza ILA				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding an Interlocal Agreement between the City of College Station and the City of Bryan for maintenance of the Unity Plaza area.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: This agreement formalizes the responsibilities of both cities for the ongoing maintenance of the Unity Plaza area. In general, the City of College Station will be responsible for landscape and irrigation maintenance costs, and the City of Bryan will be responsible for water and electricity costs.

Reviewed and Approved by Legal: Yes

Budget & Financial Summary: Funds are budgeted and available for landscaping and irrigation maintenance in the Streets Maintenance operations budget.

Attachments:

1. Agreement

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

INTERLOCAL AGREEMENT
UNITY PLAZA LANDSCAPE MAINTENANCE AND UTILITY AGREEMENT

This Landscape Maintenance and Utility Agreement ("Agreement") is made by and between the City of Bryan, Texas ("Bryan") and the City of College Station, Texas ("College Station"), acting by and through their respective authorized representatives, pursuant to Chapter 791, Texas Government Code, as amended. The City of Bryan and the City of College Station are collectively referred to herein as the "Cities" and each individually as a "City".

RECITALS:

WHEREAS, in 2005, Keep Brazos Beautiful, Inc. applied and was awarded a grant from the Governor's Community Achievement Award for the installation of the "Children of Peace" sculpture and surrounding plaza ("Plaza") intended to unify the community and provide a sense of place on the border between the Cities; and

WHEREAS, sometime in or about 2006, the Plaza was completed on Texas Department of Transportation ("TxDOT") property and/or TxDOT right-of-way on the west side of Texas Avenue (a.k.a. Texas Highway Business 6) near the border of the Cities; and

WHEREAS, there is no existing written agreement between the Cities regarding the landscape maintenance and utilities of the Plaza; and

WHEREAS, pursuant to this Agreement, the Cities acknowledge and agree that on the Effective Date (hereinafter defined), Bryan will continue to pay for utility expenses associated with the Plaza, and College Station will continue to provide landscape maintenance for the Plaza; and

WHEREAS, in the event of an unexpected or incidental cost associated with the Plaza both Cities shall determine whether they want to participate in bearing an equal burden of the expense; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth the Cities agree as follows:

Article I
Purpose

The purpose of this Agreement is for the Cities to acknowledge and agree upon a sharing of responsibility for the landscape maintenance and utilities necessary to maintain the Plaza.

Article II

Term

2.1 Effective Date. This Agreement shall become effective on the date this Agreement has been signed by both Cities and shall continue thereafter on an annual basis, unless sooner terminated as provided herein.

2.2 Termination. This Agreement may be terminated with thirty (30) days' written notice by either City.

Article III

Definitions

3.1 Landscape Maintenance. The standard upkeep necessary to preserve the landscaping and irrigation within the Plaza area. Landscaping for the two sides (north and south) will mirror each other, and upkeep and maintenance will be similar to or greater than that of other College Station landscaped areas. Unforeseen repairs, additions, or other expenses are addressed as part of Unexpected Costs.

3.2 Utilities. The lighting and water, including taps and/or meters, and the provision thereof, necessary for landscape irrigation and Plaza illumination; utilities are limited to providing electricity and water. Unforeseen repairs, additions, or other expenses are addressed as part of Unexpected Costs.

3.3 Unexpected Costs. Unforeseen repairs, desired improvements, significant changes, or events impacting the Plaza (e.g. a traffic accident damaging the Plaza); does not include normal maintenance/repairs.

Article IV

Responsibility

4.1. Based on the Municipal Maintenance Agreement each of the Cities have with TxDOT, the Cities may maintain the Plaza.

4.2. Bryan is responsible for paying utility costs regarding the Plaza. Utility costs are solely for providing electricity and water for existing Plaza amenities; unforeseen repairs and additional amenities are not included in utility costs.

4.3. College Station is responsible for landscape maintenance regarding the Plaza; unforeseen repairs, additions, or other expenses are not included in landscape maintenance costs.

4.4. Maintenance and repairs of the decorative pedestrian lights to the north of the Plaza are Bryan's responsibility. Maintenance and repairs of the decorative pedestrian lights to the south of the Plaza are College Station's responsibility.

4.5 In the event of any Unexpected Costs, or in the event that one or both parties desires a significant change to the Plaza, the Cities may agree upon a course of action and an equitable apportionment of costs. Neither City may take unilateral action which increases the cost to the other City. Each City is responsible only for costs agreed upon, in writing, in advance. Except in the case of an emergency, neither City will materially alter the Plaza without approval of the other City.

Article V Notifications

5.1 Notifications and communication between the Cities shall be channeled through the City Manager of each City via the information contained herein:

Kean Register
City Manager, City of Bryan
P.O. Box 1000
Bryan, Texas 77805-1000
Phone: (979) 209-5100
Fax: (979) 209-5106

Kelly Templin
City Manager, City of College Station
P.O. Box 9960
1101 Texas Avenue
College Station, Texas 77842
Phone: (979) 764-3510
Fax: (979) 764-6377

Article VI Miscellaneous

6.1 If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective while this Agreement is in effect, such provision shall be automatically deleted from this Agreement and the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such deleted provision, there shall be added as part of this Agreement a provision that is legal, valid, and enforceable and that is as similar as possible in terms and substance as possible to the deleted provision.

6.2 This Agreement constitutes the sole and only Agreement of the Parties hereto respecting the subject matter covered by this Agreement, and supersedes any prior understandings or written or oral agreements between the parties. No amendment, modification, or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.

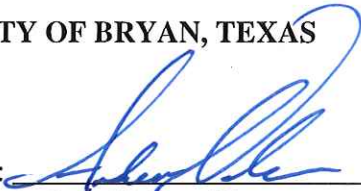
6.3 The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs.

6.4 This Agreement may be executed in duplicate originals, each of equal dignity.

[signatures to follow]

EXECUTED to be effective on this _____ day of _____, 2017.

CITY OF BRYAN, TEXAS

By: 
Andrew Nelson, Mayor
Date: 4-7-17

APPROVED AS TO FORM

ATTEST:

By: 
Janis K. Hampton, City Attorney

By: 
Mary Lynne Stratta, City Secretary

CITY OF COLLEGE STATION, TEXAS

By: _____
Karl P. Mooney, Mayor
Date: _____

APPROVED AS TO FORM

ATTEST:

By: _____
City Attorney

By: _____
Sherry Mashburn, City Secretary



Legislation Details (With Text)

File #:	17-0238	Version:	1	Name:	University Drive Loading Zone and Northgate Bollards
Type:	Contract	Status:		Status:	Consent Agenda
File created:	5/10/2017	In control:		In control:	City Council Regular
On agenda:	5/25/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding awarding Construction Contract No. 17300335 to Dudley Construction in the amount of \$297,250 for the construction of the University Drive Loading Zone & Northgate Bollards Project and rejection of Bid No. 16-076 for same University Drive Loading Zone portion of the project.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Project location map loading zone bollards				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding awarding Construction Contract No. 17300335 to Dudley Construction in the amount of \$297,250 for the construction of the University Drive Loading Zone & Northgate Bollards Project and rejection of Bid No. 16-076 for same University Drive Loading Zone portion of the project.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the Construction Contract No. 17300335 with Dudley Construction in the amount of \$297,250 and the rejection of Bid No. 16-076.

Summary: The scope of this contract is for the construction along University Drive to close off the current loading area which is delineated with flexible bollards and to construct additional paved sidewalks and drainage structure. Additionally removable bollards will be installed in four locations where the current pneumatic bollards do not function properly. This project will improve safety and aesthetics in the Northgate area. This project will occur within the blocks bordered by College Main, University Drive, Lodge Street and Church Street.

The University Drive Loading Zone portion of this project was initially bid under Bid No 16-076. The bid received was significantly over budget and it was determined that it would be in the best interest of the City to rebid the project in combination with the Northgate Bollard project and formally reject the bid received in response to Bid No. 16-076.

Budget & Financial Summary: The budget for the University Drive Loading Zone portion of the project will come from the University Drive Pedestrian Improvements project. The budget for the Bollard portion of the project will come from funds available in the Streets Capital Improvement Projects Fund and the Northgate Parking Garage Fund that have been budgeted for this purpose.

Attachments:

1. Contract on file in the City Secretary's office
2. Project Map

**University Drive Loading Zone
& Nothgate Bollards
Project Location Map**



CHURCH AV

LODGE ST

BOLLARDS

LOADING ZONE

UNIVERSITY DR

PATRICIA ST

BOLLARDS

COLLEGE MAIN

BOLLARDS

BOLLARDS

HOUSTON ST

Legislation Details (With Text)

File #:	17-0239	Version:	1	Name:	Utility Cut Pavement Repair Contract
Type:	Contract	Status:		Status:	Consent Agenda
File created:	5/10/2017	In control:		In control:	City Council Regular
On agenda:	5/25/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding the award of an annual contract (Contract No. 17300379) to Larry Young Paving for the Repaving of Utility Cuts as Needed for an amount not to exceed \$100,000.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Tabulation				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the award of an annual contract (Contract No. 17300379) to Larry Young Paving for the Repaving of Utility Cuts as Needed for an amount not to exceed \$100,000.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the contract 17300379 with Larry Young Paving.

Summary: On Wednesday, April 12, 2017 bids were opened for the Annual Repaving of Utility Cuts on City Streets as Needed. This contract will be for repaving asphalt paving for utility cuts including all labor, equipment, and materials associated with repaving utility cuts in asphalt streets. Traffic Control is included with the bid.

Two bids were received, one by Larry Young Paving in the amount of \$250.00 per ton. The second bid received by Lone Star Paving was for \$1,875.00 per ton. Based on the bids received, Larry Young Paving is the lowest responsible bidder. The contract will be for a maximum of 400 tons annually, for a maximum amount of \$100,000.00 annually. This is the first agreement term and will be available for two additional renewal terms.

Budget & Financial Summary: Funds to purchase are budgeted and available in the General Fund within the Operations Budget of the Streets Division.

Attachments:

1. Bid Tabulation
2. Contract on file at the City Secretary's office



City of College Station - Purchasing Division
 Bid Tabulation for #17-041
 "Annual Repaving of Utility Cuts
 on City Streets as Needed"
 Open Date: Wednesday, April 12, 2017 @ 2:00 p.m.

				Larry Young Paving College Station, TX	Lone Star Paving Austin, TX
ITEM	QTY	UNIT	DESCRIPTION		
GENERAL CONSTRUCTION ITEMS				UNIT PRICE	UNIT PRICE
1	400	Tons	Repaving Asphalt paving for utility cuts including all labor, equipment, and materials associated with repaving utility cuts in asphalt streets. Traffic Control included.	\$250.00	\$1,875.00
Total Price				\$100,000.00	\$750,000.00
Bid Certification				Y	Y
Bid Bond				Y	Y



Legislation Details (With Text)

File #:	17-0247	Version:	1	Name:	CTX Land Investments, LLC agreement
Type:	Minutes	Status:		Status:	Consent Agenda
File created:	5/11/2017	In control:		In control:	City Council Regular
On agenda:	5/25/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on a development agreement between CTX Land Investments, LLC and the City of College Station to facilitate the extension of the Dartmouth at the Harvey Mitchell intersection.				
Sponsors:	Natalie Ruiz				
Indexes:					
Code sections:					
Attachments:	Dartmouth EDA with CTX Signature for CC 5-25-17				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a development agreement between CTX Land Investments, LLC and the City of College Station to facilitate the extension of the Dartmouth at the Harvey Mitchell intersection.

Relationship to Strategic Goals:

- Diverse Growing Economy
- Core Infrastructure
- Financially Sustainable City

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

Summary: CTX Land Investments, LLC owns approximately 28 acres near the future intersection of Harvey Mitchell Parkway and Southwest Parkway. CTX is partnering with the adjacent owner of the 6.99 acre tract on future development of residential and commercial land uses. The extension of Dartmouth from Harvey Mitchell Parkway to Texas Avenue is shown on the City's Thoroughfare Plan as a future 3-lane major collector roadway. The construction of this roadway cannot be borne by one land owner given the estimated cost of construction, extent of the roadway and physical conditions including smaller tracts of land and the 100 year floodplain.

The Comprehensive Plan identified the larger area as a potential small area plan in which a more detailed study would be given with respect to land uses, transportation and development intensity. A majority of the property owners met in 2015 to initiate that effort and examined more commercial land uses and an alignment of Dartmouth. At that time, the group determined that a larger partnership and funding sources are needed to facilitate the extension of Dartmouth. Staff has taken two approaches to funding Dartmouth:

1. Tax Reinvestment - Partner with Brazos County to fund design and construction

through a synthetic tax increment reinvestment zone. Simply stated, a portion of County and City taxes generated from new value will be dedicated to the construction of Dartmouth. This agreement has been drafted and should be considered by the Commissioner's Court.

2. Property Owners - Partner with land owners to construct Phase I of Dartmouth to activate the majority of the property for development. This development agreement may be duplicated near the intersection of Dartmouth and Texas Avenue to insure that the developer pays for their fair share of the roadway.

The agreement with CTX provides for the construction of Phase I of Dartmouth through the adjacent Timberjack property. This provides for the initial connection to Harvey Mitchell Parkway into the 28 acre property. Instead of constructing a portion of roadway that does not connect to Harvey Mitchell, CTX is building Dartmouth through the Timberjack tract. The City will also participate in the initial construction costs of 25%, not to exceed \$250,000.

Budget & Financial Summary: The City's participation up to \$250,000 is available through the Economic Development Fund.

Legal Review: Yes.

Attachments:

Infrastructure Agreement with CTX Land Investments, LLC

**DEVELOPMENT AGREEMENT
BETWEEN CTX LAND INVESTMENTS, LLC
AND CITY OF COLLEGE STATION**

This Agreement ("Agreement") is entered into by and between CTX Land Investments, LLC, a Texas limited liability company ("CTX Land"), and the City of College Station, Texas, a Texas home-rule municipal corporation ("City").

WHEREAS, Dartmouth is a public roadway that currently dead ends at its intersection with Harvey Mitchell Parkway aka Farm to Market Road 2818 ("FM 2818") both located within the City; and

WHEREAS, Texas Timberjack, Inc. owns approximately 6.99 acres of land immediately adjacent to FM 2818 which is further shown in Exhibit "A" attached hereto and made a part hereof ("Timberjack Property");

WHEREAS, CTX Land owns approximately 27.87 acres of land, a portion of which is immediately adjacent to the Timberjack Property which is further shown in Exhibit "A" attached hereto and made a part hereof ("CTX Land Property");

WHEREAS, the City's Thoroughfare Plan shows Dartmouth to be extended from FM 2818 through a portion of the Timberjack Property and the CTX Land Property and through other properties to Texas Avenue as roughly depicted in Exhibit "A" attached hereto and made a part hereof ("Dartmouth Extension"); and

WHEREAS, the Dartmouth Extension is anticipated to be constructed in phases beginning with constructing a portion through the Timberjack Property; and

WHEREAS, in order to have the initial phase of the Dartmouth Extension through the Timberjack Property constructed up to the CTX Land Property, CTX Land desires to assume responsibility for the construction of the Dartmouth Extension through the Timberjack Property under the terms and conditions of this Agreement; and

WHEREAS, CTX Land represents to City it desires to prepare the CTX Land Property so as to be developed in a manner consistent and in accordance with appropriate zoning designations, the City's Unified Development Ordinance and other applicable rules and regulations, and which currently includes plans to develop a portion situated along FM 2818 commercially and a portion as high density residential; and

WHEREAS, based upon this and other information the parties agree that it is reasonable and desirable for CTX Land to construct the first phase of the Dartmouth Extension through the Timberjack Property and for the City to assist constructing and otherwise assisting in the funding of a subsequent phase of the Dartmouth Extension through the CTX Land Property in accordance with the terms and conditions set forth in this Agreement to enhance the economic viability of this area to the mutual benefit of the parties; and

WHEREAS, the parties agree and understand that doing the foregoing will improve access to CTX Land Property for its purposes and will assist the City and its citizens overall in the construction of much-needed public infrastructure; and

WHEREAS, the City is authorized under Chapter 380 Texas Local Government Code to create certain economic development programs for public purposes, including the promotion of local economic development and the stimulation of business and commercial activity within the City, including mechanisms for building much-needed public infrastructure such as portions of the Dartmouth Extension; and

WHEREAS, as authorized under Article III, Section 52-a of the Texas Constitution and related statutory authority the parties desire to adopt a program as set forth herein and recognize that doing so will promote economic development activity including one or more of the following: job creation, increased tax revenues, increased opportunity for expediting construction of public infrastructure projects, creation of new businesses, infrastructure commitments and streamlined implementation; and

WHEREAS, the parties hereto agree to share in the costs and construction of a portion of the Dartmouth Extension as set forth herein; now therefore

For and in consideration of the promises and the mutual agreements set forth herein, the parties hereby agree as follows:

Article I General Terms

- 1.1 Incorporation of Recitals. The recitals to this Agreement are hereby incorporated for all purposes.
- 1.2 Definitions and Terms. In addition to the terms identified in the recitals, the following additional definitions and terms shall apply:

“Commencement of Construction” means that plans have been prepared and all approvals required by applicable governmental authorities have been obtained for construction of a portion of Dartmouth Extension including all necessary permits for the applicable phase. Where the City is to perform construction, this term also means that all public procurement requirements to proceed with construction have been met, such as award of bid.

“Completion of Construction” means that the construction of the applicable phase of the Dartmouth Extension has been substantially completed such that the City Engineer has issued a Letter of Completion for all associated public infrastructure for acceptance and maintenance by the City following a one year maintenance period in accordance with applicable City standards, rules and regulations.

“Dartmouth Extension” means the extension of Dartmouth roadway from Farm to Market Road 2818 to Texas Avenue excluding traffic signalization proposed to be constructed in phases as set forth herein depicted in Exhibit “A” attached hereto and made a part hereof.

“Effective Date” means the date this Agreement is duly approved by the parties hereto.

“Event of Bankruptcy or Insolvency” means the dissolution or termination of a party’s existence as a going business, insolvency, appointment of receiver for any significant part of such party’s property or specifically the Timberjack Property or the CTX Land Property, including foreclosure, and such appointment is not terminated within 90 days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against a party, or foreclosure laws relating to the Timberjack Property or the CTX Land Property, and such proceeding is not dismissed within 90 days after the filing thereof.

“Force Majeure” means 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), terroristic acts, fires, explosions or floods, strikes, slowdowns or work stoppages.

“Public Procurement” means the process by which the City must purchase work for construction of public works, including public roadways.

“Phase 1” means the portion of the Dartmouth Extension that runs through the Timberjack Property as shown in Exhibit “A” attached hereto and made a part hereof, as a three lane major collector including construction of the roadway and all associated improvements such as drainage, sidewalk, and lighting improvements but excluding turning lanes, landscaping and other requirements directly related to private development under applicable laws.

“Phase 2” means the portion of the Dartmouth Extension that runs through the CTX Land Property as shown in Exhibit “A” attached hereto and made a part hereof, as a three lane major collector including construction of the roadway and all associated improvements such as drainage, sidewalk, and lighting improvements but excluding turning lanes, landscaping and other requirements directly related to private development under applicable laws.

Article II Dartmouth Extension

2.1 Design of the Dartmouth Extension.

2.1.1 Timing and costs. Upon the earliest of the following events to occur: a) application for development of the Timberjack Property for final plat approval; b) application by CTX Land for development of the CTX Land Property for final plat approval; or c) earlier as mutually agreed upon by the parties, CTX Land shall be responsible for the design of Phase 1 of the Dartmouth Extension from FM 2818 through the Timberjack Property and ending with a temporary turnaround as required by the Unified Development Ordinance on CTX Land Property. The design of Phase I will take into consideration the signalization of Dartmouth at its intersection with FM 2818, but will exclude the design of the signal itself. CTX Land shall assume responsibility

for securing and paying a professional engineering firm to perform the design of the Dartmouth Extension.

The currently anticipated cost of design of Phase 1 of the Dartmouth Extension is approximately \$45,000.

The design phase of the Dartmouth Extension shall be completed within 180 days from entering into the contract with an appropriate engineering firm for design of same unless agreed upon otherwise in writing by the City.

2.1.2 Standards for Design. The design of Phase 1 of the Dartmouth Extension must adhere to all applicable rules and regulations, including City standards. CTX Land agrees to perform a traffic impact analysis and to comply with all additional development requirements not addressed in this Agreement as it progresses through the development process relating to CTX Land Property pursuant to applicable rules and regulations. The parties agree and understand that the design of Dartmouth will be for a Portland cement concrete, 3-lane, major collector roadway. Additional lane width may be required in order to transition from the ultimate signalized intersection at FM 2818 to the main roadway. Since it is anticipated by the parties that the Dartmouth Extension will be constructed in phases, design of Phase 1 must include a temporary turnaround or other alternative street terminus as provided for in the Bryan/College Station Joint Design Guidelines.

2.1.3 Notification and Approval. CTX Land agrees to advise the City when it has entered into a contract with an engineering firm to design the Dartmouth Extension. CTX Land agrees to provide the City a copy of any and all written documents relating to said design, including all working documents, payment schedules and proofs, other information from consultant as same become available and to provide a copy of the final accounting of costs.

CTX Land shall provide City with a final accounting of all costs associated with the design of the Dartmouth Extension.

CTX Land agrees to consult with the City when the design process is approximately 30%, 60% and 90% complete, in the engineering firm's estimation, before providing the City with the proposed final design.

The design of Phase 1 of the Dartmouth Extension shall be considered complete upon written approval by the City, which approval will not be unreasonably withheld.

2.2. Construction of Phase 1.

2.2.1 Timing and Costs. CTX Land agrees to bear responsibility, including cost, of construction of Phase 1 of the Dartmouth Extension as set forth herein.

Within 120 days after the later of successful completion of the design of Dartmouth Extension and public dedication of the Phase I portion of the Dartmouth Extension by Timberjack, CTX Land agrees to Commencement of Construction of Phase 1. CTX Land must have Completion of Construction of Phase 1 within 18 months after Commencement of Construction except to the degree the force majeure provisions of this Agreement may apply.

2.2.2 Standards and Responsibilities. CTX Land agrees to assume all responsibilities associated with securing and managing one or more contracts for the construction of Phase 1, including, without limitation, making all payments due under said contract or contracts. CTX Land shall be responsible for securing any and all required permits, authorizations, and approvals, and for adhering to applicable rules, regulations and standards. It is specifically agreed and understood by the parties that Phase 1 shall be a Portland cement concrete roadway and shall be constructed in a manner that meets all the requirements associated therewith and as set forth in this Agreement.

Since Phase 1 is intended to become a public roadway, CTX Land is responsible for ensuring there is a guarantee of performance for acceptance of public infrastructure as required under Section 12-8.7 of the City Code of Ordinances. Upon Commencement of Construction, this requirement shall survive termination of this Agreement.

2.2.3 Notifications, Approvals and Access. CTX Land shall provide copies of all construction documentation relating to the construction of Phase 1, including plans, specifications, contracts, contract amendments and change orders, test results, payment schedules, proof of payment, and other related matters as same become available. Upon Completion of Construction, CTX Land will provide copies of the as-builts to the City as well as a copy of the final accounting setting forth all costs and expenditures relating to Phase 1 construction.

Upon Completion of Construction of Phase 1, CTX Land shall provide a final accounting of all costs associated therewith and provide a copy of same to the City.

CTX Land shall allow the City reasonable access to its records and books and all other relevant records related to the construction of Phase 1 during normal business hours. The confidentiality of such records and information shall be maintained by the parties unless disclosure of such records and information shall be required by a court order, a lawfully issued subpoena or at the direction of the Office of the Texas Attorney General.

2.2.4 Operation and Maintenance. Upon successful Completion of Construction of Phase 1 the City shall assume ownership of same and be responsible for its operation and maintenance in accordance with applicable rules and regulations as set forth in City's Uniform Development Ordinance.

2.2.5 Reimbursement by City. Upon Completion of Construction of Phase 1 and upon a final accounting by CTX Land to City of all costs related thereto as required pursuant to this Agreement, CTX Land may request reimbursement for a portion of its actual costs from City as set forth herein. Upon a properly submitted written request from CTX Land, City shall reimburse CTX Land for 25% of its actual costs of construction of Phase 1 up to a maximum of \$250,000 within 30 days of receipt of such written request. Nothing herein shall prevent City from reimbursing itself for the costs it incurs in paying this amount pursuant to an agreement it may enter into with Brazos County relating to the funding of improvements in the Dartmouth & Harvey Mitchell Parkway Development Area.

2.2.6 Credit Toward Road Impact Fees. Upon Completion of Construction of Phase 1, CTX Land, its affiliated entity CTX Development Company or any third party that develops all or a portion of CTX Land Property, will be entitled to a dollar for dollar credit for funds CTX Land expends without reimbursement or payment from others not a party to this Agreement, on Phase 1 up to the maximum amount of roadway impact fees which may be assessed on new development in the future within the CTX Land Property. Such dollar for dollar credit must be supported by an affidavit submitted with proof of the expenditure of such funds by CTX Land without reimbursement establishing same to the satisfaction of the City. Upon assessment of impact fees on some or all of the CTX Land Property, such credit shall be applied first and any additional amount due shall occur only after application of such credit thereto.

2.2.7 Platting and Development of CTX Land. Upon Completion of Construction of Phase 1 of the Dartmouth Extension and compliance with all terms of this agreement, CTX Land, or its successors and assigns in accordance with Article 8 of this Agreement, shall be entitled to proceed with platting, development, construction of improvements and sale of lots within the CTX Land in accordance with the Unified Development Ordinance. Compliance with all terms of this Agreement satisfies CTX Land's responsibility to construct Phase II of the Dartmouth extension. The fact that CTX Land is engaged in design and construction of Phase 1 of the Dartmouth

Extension shall not, by itself, be a cause for a delay by City in processing applications for platting and other approvals related to developing CTX Land Property. Nothing in this Agreement shall serve as a waiver of or as having satisfied other applicable rules, regulations, ordinances and other laws relating to developing CTX Land Property other than with respect to constructing Phase 1 and Phase 2 as set forth herein.

2.3 Construction of Phase 2.

2.3.1 Construction by City. The City shall be obligated to construct Phase 2 at their discretion upon the occurrence of all of the following:

- a. When there is adequate funding available to City as established pursuant to its agreement with Brazos County relating to the funding of improvements in the Dartmouth & Harvey Mitchell Parkway Development Area;
- b. Upon Completion of Construction of Phase 1;
- c. Upon CTX Land obtaining City final plat approval within the area of the CTX Land Property through which Phase 2 is to run or earlier as may be mutually agreed upon by the parties; and
- d. Upon dedication by CTX Land to City in fee of such property for Phase 2 and of such temporary construction easements as needed in order for City to construct Phase 2 in accordance with this Agreement. Notwithstanding any provision to the contrary, in the event CTX Land conveys some or all of the CTX Land Property to another, CTX Land is still obligated to dedicate the property needed to construct Phase 2 as determined by the City and as set forth in this Agreement. The form of dedications shall be by plat and as set forth in Exhibit "B" and shall be of a standard width and nature in accordance with the City's applicable practices, rules and regulations.

Upon the occurrence of the above, Commencement of Construction of Phase 2 shall occur as soon as reasonably possible following the Public Procurement process.

2.3.2 Construction by CTX Land. Alternatively, in lieu of constructing Phase 2 in accordance with Section 2.3.1 above, CTX Land may construct Phase 2, but is under no obligation to construct Phase 2, under any circumstances. The parties understand that it is not the present intention of CTX Land to construct Phase 2. If CTX Land elects to construct Phase 2, the costs of design and construction will be reimbursed by the City a) upon Completion of Construction of Phase 2; b) as funds become available to the City pursuant to the terms of its agreement with Brazos County relating to the funding of improvements in the Dartmouth & Harvey Mitchell Parkway Development Area; and c) provided there is Commencement of Construction of Phase 2 by CTX Land on or before January 1, 2021.

The City shall reimburse CTX Land for its costs for design and construction of Phase 2 up to the amount of funds available to City pursuant to its agreement with Brazos County relating to the funding of improvements in the Dartmouth & Harvey Mitchell Parkway Development Area as set forth herein. The parties understand there is a Phase 3 of the Dartmouth Extension beginning where Phase 2 ends to Texas Avenue, the design and construction for which is not the subject matter of this Agreement. The parties expressly agree the City may reimburse or expend funds available to City pursuant to its agreement with Brazos County for both Phase 2 and Phase 3 of the Dartmouth Extension at a rate and amount among the two phases determined appropriate by the City in order to best meet the development and transit needs in the area.

2.3.3 Standards and Responsibilities. If Phase 2 is constructed pursuant to Section 2.3.1 above, City assumes all responsibilities associated with securing, making all payments and managing one or more contracts for the construction of Phase 2. Likewise, if Phase 2 is constructed pursuant to Section 2.3.2 above, CTX Land assumes all responsibilities associated with securing, making all payments and managing one or more contracts for the construction of Phase 2.

Such responsibilities include following public procurement requirements when applicable, securing any and all required permits, authorizations, and approvals, and adhering to applicable rules, regulations and standards. It is specifically agreed and understood by the parties that Phase 2 shall be a Portland cement concrete roadway and shall be constructed in a manner that meets all the requirements associated therewith and as set forth elsewhere in this Agreement.

Since Phase 2 is intended to become a public roadway, if CTX Land assumes responsibility for construction it shall ensure there is a guarantee of performance for acceptance of public infrastructure as required under Section 12-8.7 of the City Code of Ordinances which requirement shall survive termination of this Agreement.

Since Phase 2 is intended to become a public roadway, and as a home-rule municipality of the state of Texas, if City is responsible for construction it shall ensure there are both payment bonds and performance bonds relating to its construction of Phase 2 pursuant to Chapter 2253 Texas Government Code and other applicable law. Upon Commencement of Construction, this requirement shall survive termination of this Agreement.

2.3.4 Notifications and Approvals.

a. CTX Land. If CTX Land constructs Phase 2 pursuant to the terms of this Agreement, CTX Land shall do so in accordance with the public procurement process and shall provide copies of all construction documentation relating to the construction of Phase 2 including plans, specifications, contracts, contract amendments and change orders, test results, payment schedules, proof of payment, and other related matters as same become available. Upon Completion of Construction, CTX Land will provide copies of the as-builts to the City as well as a copy of the final accounting setting forth all costs and expenditures relating to Phase 2 construction.

CTX Land shall allow the City reasonable access to its records and books and all other relevant records related to the construction of Phase 2 during normal business hours. The confidentiality of such records and information shall be maintained by the parties unless disclosure of such records and information shall be required by a court order, a lawfully issued subpoena or at the direction of the Office of the Texas Attorney General.

b. If City constructs Phase 2 pursuant to the terms of this Agreement, the City shall make any and all records available to CTX Land to review during normal business hours except those as may be protected by applicable law.

2.3.5 Operation and Maintenance. Upon Completion of Construction of Phase 2, and upon acceptance by the City if constructed by CTX Land following the warranty period, the City shall assume ownership of same, and shall be responsible for its operation and maintenance.

2.4 Later phases of Construction of Dartmouth Extension. The parties agree and understand that Phase 1 and Phase 2 are only portions of the Dartmouth Extension. In order to complete the Dartmouth Extension, it will be necessary for the City to acquire additional property through which to construct the remaining part. To the degree reasonable and appropriate, and at no cost to CTX Land, CTX Land agrees to assist the City in identifying possible opportunities to procure land necessary to complete the Dartmouth Extension.

Article III

Representations of the Parties

3.1 Authorization. The parties hereto represent to the other that each is duly authorized to enter into this Agreement and that each will abide by the terms and obligations recited herein. The parties further represent that the individuals signing on behalf of each is duly authorized to do so.

3.2 Additional Requirements. Except for the design and construction of a portion of the Dartmouth Extension as set forth under this Agreement, and except as provided in Sections 2.2.6 and 2.2.7, the terms and obligations herein 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 for the Timberjack Property and the CTX Land Property.

3.3 No litigation. Each party hereto represents to the other there are no litigation or governmental proceedings pending or, to the knowledge of a party or their officers, threatened against or affecting such party that may result in any material adverse change in such party's business, properties or operation as relates to their respective obligations hereunder. Each party represents that no further consent, approval or authorization of or registration or declaration within any governmental authority or other authority is required in connection with the execution of this Agreement or the transactions contemplated hereby.

3.4. Incentive under Chapter 380. The parties understand and agree that this Agreement is to implement an economic development program, and each expressly understands and agrees that the obligations, terms and conditions herein for the Dartmouth Extension are for such purpose.

CTX Land specifically understands and agrees that to the degree this Agreement may provide a "public subsidy" pursuant to Chapter 2264 Texas Government Code and 8 U.S.C. Section 1324a(f) that CTX Land certifies it and any branch, division or department of its business does not and will not knowingly employ an undocumented worker. In the event of a final conviction of an offense under 8 U.S.C. Section 1324a(f), related to knowingly employing an undocumented worker, CTX Land will refund the City the full value of the public subsidy amount provided to it with interest as provided for herein not later than the 120th day after the date the City notifies CTX Land of the violation of this Section. The interest shall be at the rate equal to the 90-day Treasury Bill plus one-half percent (½%) per annum, and shall begin accruing thirty (30) days after the date the City notifies the applicable party of the violation.

If convicted of an offense under 8 U.S.C. Section 1324a(f) related to knowingly employing an undocumented worker, CTX Land shall also reimburse the City for any and all court costs and reasonable attorney's fees and costs incurred by the City as a result of any action required to obtain reimbursement of such public subsidy under any circumstance. Such court costs and reasonable legal fees reimbursement shall be due and payable thirty (30) days after CTX Land receives written notice of default beyond the cure period pursuant to other provisions in this Agreement.

3.5 Ability to Perform. Subject to the conditions precedent set forth below, the parties hereto each and separately represent that to the best of their respective knowledge, each has acquired and maintained all necessary rights, funding, licenses, permits and authority to carry on its business and to fulfill its obligations under this Agreement and that each will continue to use its best efforts to maintain same. Furthermore, the parties each and separately represent there is no Event of Bankruptcy or Insolvency currently pending or contemplated, nor any potential

Event of Bankruptcy or Insolvency involuntarily or similar actions relating to insolvency or inability to meet the respective obligations herein.

Article IV Default and Remedy

4.1 Default and Remedies. CTX Land or the City shall be deemed in default under this Agreement which shall be deemed a breach hereunder if either fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement; but only if performance has not been cured within 30 days from the receipt of written notice from the other party, which 30 day period may be extended pursuant to the Force Majeure provisions in this Agreement and/or by written mutual agreement of the parties. Thereafter CTX Land and the City shall be entitled to any and all remedies available in this Agreement or otherwise at law or equity unless otherwise stated herein.

Article V Events of Force Majeure

5.1 Event of Force Majeure. It is expressly understood and agreed by the parties that if the performance by a party of any obligation hereunder is delayed by reason of an event of Force Majeure, the party so obligated or permitted shall be excused from doing or performing the same for the time and to the extent necessary to allow the affected party to overcome the event of Force Majeure and resume performance thereof. The party claiming the delay of performance as a result of an event of Force Majeure shall deliver written notice of the commencement of such delay to the other party as soon as reasonably practicable after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of delay caused by a Force Majeure event, the claiming party shall not be entitled to extend the time for performance as provided herein.

Article VI Termination and Condition Precedent

6.1 Termination. This Agreement shall remain in effect until there is completion of all the obligations of the parties hereto unless this Agreement is terminated upon the occurrence of one or more of the following:

6.1.1 in the event there is no Commencement of Construction of Phase 1 within two years from the Effective Date;

6.1.2 in the event of default following an opportunity to cure in accordance with the provisions of this Agreement;

6.1.3 the execution by the parties of a written agreement terminating this Agreement;

6.1.4 at the option of the City, a violation of 8 U.S.C. Section 1324a(f) relating to employing undocumented workers; or

6.1.5 at the option of the City, upon an Event of Bankruptcy or Insolvency for CTX Land, or its successors and assigns.

6.2 Condition Precedent.

6.2.1. Condition Precedent for City. The obligations of the parties relating to the construction of the Dartmouth Extension as set out in Article II hereof shall not apply until the City enters into an agreement with Brazos County relating to the funding of improvements in the Dartmouth & Harvey Mitchell Parkway Development Area.

6.2.2 Condition Precedent for CTX Land. The obligations of the parties relating to the construction of the Dartmouth Extension as set out in Article II hereof shall not apply unless CTX Land, at no cost to CTX Land, obtains the public dedication in fee of land needed to construct Phase 1 from Timberjack or the owner of the Timberjack Property if not Timberjack.

Article VII Indemnification

7.1 INDEMNIFICATION. CTX LAND COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS THE CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO CTX LAND'S OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING ACTS OR OMISSIONS OF ITS AGENTS, OFFICERS, DIRECTORS, REPRESENTATIVES, EMPLOYEES, CONSULTANTS, CONTRACTORS OR SUBCONTRACTORS WHILE IN THE PERFORMANCE OF THE RIGHTS AND DUTIES UNDER THIS AGREEMENT.

7.2 NOTIFICATION. CTX LAND AGREES TO PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST IT RELATING TO THIS AGREEMENT, AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND IN A TIMELY MANNER AND AT NO COST TO THE CITY.

7.3 DUTY TO DEFEND. CTX LAND AGREES TO DEFEND AT ITS OWN EXPENSE AND ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, ANY CLAIM OR LITIGATION BROUGHT AGAINST THE CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES, IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE. THIS OBLIGATION FOR CTX LAND SHALL SURVIVE TERMINATION OF THIS AGREEMENT. FURTHERMORE, THE CITY SHALL HAVE THE RIGHT BUT NOT AN OBLIGATION AT ITS OPTION AND AT ITS OWN EXPENSE TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CTX LAND OF ANY OF ITS OBLIGATIONS UNDER THIS ARTICLE.

7.4 NO WAIVER. NOTHING IN THIS AGREEMENT SHALL CONSTITUTE ANY WAIVER OF GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND DOES NOT WAIVE ANY OF ITS DEFENSES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

Article VIII Assignability

8.1 Assignability. Except as provided in this Section, this Agreement may not be assigned without the express written consent of the non-assigning party. CTX Land may assign this Agreement to CTX Development Company, provided CTX Development Company assumes legally in writing all of the obligations of CTX Land under this Agreement. Any assignment by CTX Land must be furnished in a form acceptable to the City and be provided at least 30 days prior to the effective assignment date. The City agrees to notify the potential assignee of any known defaults, but such notification shall not excuse defaults that are not yet known to the City.

Article IX Miscellaneous

9.1 Time of the Essence. Time is of the essence of this Agreement. The parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

9.2 Entire Agreement. This Agreement, including any exhibits hereto, contains the entire agreement between the parties with respect to the transactions contemplated herein.

9.3 Exhibits, Titles of Articles, Sections and Subsections. The exhibits attached to this Agreement, if any, are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein. All titles or headings are only for the convenience of the parties and shall not be construed to have any effect or meaning as to the agreement between the parties hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

9.4 Amendments. Unless otherwise expressly provided for otherwise, this Agreement may only be amended, altered or terminated by written instrument signed by both parties.

9.5 Successors and Assigns. Except as expressly set forth otherwise, no party may assign its rights or obligations hereunder without the written consent of the other. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.

9.6 Applicable Law and Venue. This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas. Venue for any legal proceedings shall lie in state courts located in Brazos County, Texas. Venue for any matters in federal court will be in the United States District Court for the Southern District of Texas, Houston, Division.

9.7 Notices. Notices under this Agreement are sufficient if given by nationally recognized overnight courier service, certified mail, return receipt requested, facsimile with electronic confirmation, or personal delivery to the other party at the address below. If no address is listed for a party, notice to such party will be effective if given to the last known address. Notice is effective: (a) when delivered personally, (b) three business days after sending by certified mail, (c) on the business day after sending by a nationally recognized overnight courier service, or (d) on the business day after sending by facsimile with electronic confirmation to the sender. Each party may update its contact information by notice to the other. Routine business and technical correspondence may be in electronic form. The contact information for each party is as follows:

CTX Land:

CTX Land Investments, LLC
4090 Highway 6 South
College Station, TX 77840

City:

City of College Station
Attn: Mayor
1101 Texas Avenue
P.O. Box 9960
College Station, Texas 77842
Telephone: (979) 764-3500
Facsimile: (979) 764-6377

With a copy to:

College Station City Attorney
1101 Texas Avenue
P.O. Box 9960
College Station, Texas 77842

9.8 Severability. In the event any provision of this Agreement is illegal, invalid, or unenforceable under the applicable present or future laws, then, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision held to be illegal, invalid or unenforceable.

9.9 No Waiver. Failure of either 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 this Agreement, nor any part hereof, nor the right of any 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 unless expressly so stated therein.

9.10 Third Parties. The parties intend that this Agreement shall not benefit nor create any right or cause of action in or on behalf of any third-party beneficiary, nor any individual or entity other than the parties hereto and their respective assignees in accordance with this Agreement.

9.11 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

9.12 Interpretation. This Agreement has been jointly negotiated by the parties and shall not be construed against a party because that party may have primarily assumed responsibility for the drafting of this Agreement.

9.13 No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties.

IN TESTIMONY OF WHICH this instrument has been executed in multiple counterparts, each of equal dignity and effect, on behalf of the parties effective as set forth above.

Exhibits:

"A" Map of Dartmouth Extension

"B-1" Dedication Deed Form

"B-2" Temporary Construction Easement Form

CTX Land Investments, LLC



Name: Douglas D. French

Title: Manager and President

Date: _____

City of College Station

Karl Mooney, Mayor

ATTEST:

City Secretary

[illegible]

EXHIBIT "B-1"
DEDICATION DEED FORM

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEDICATION DEED

DATE: _____, 2016

GRANTOR:

GRANTOR'S MAILING ADDRESS:
(including County)

_____ County

GRANTEE: CITY OF COLLEGE STATION, TEXAS

GRANTEE'S MAILING ADDRESS:

1101 Texas Avenue
Brazos County
College Station, Texas 77842

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration.

PROPERTY:

INSERT PROPERTY DESCRIPTION

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

INSERT INFORMATION FROM TITLE REPORT/COMMITMENT

GRANTOR waives all rights with respect to the surface and no owner of the mineral estate shall ever have rights of ingress or egress except as may have been reserved by GRANTOR under the reservations and exceptions expressly listed in this deed or its predecessors in title.

GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GIVES and DEDICATES to GRANTEE the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE's successors and assigns forever. GRANTOR bind GRANTOR and GRANTOR's successors and assigns, to warrant and forever defend all and singular the property to GRANTEE and GRANTEE's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

**APPROVED AS TO FORM
THIS DOCUMENT MAY NOT
BE CHANGED WITHOUT
RE-SUBMISSION FOR APPROVAL.**

City Attorney

THE STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged before me on this _____ day of _____,
_____, by _____.

Notary Public in and for the State of Texas

PREPARED IN THE OFFICE OF:

City of College Station
Legal Department
P.O. Box 9960
College Station, TX 77842-9960

AFTER RECORDING, RETURN TO:

City of College Station
Legal Department
P.O. Box 9960
College Station, TX 77842-9960

EXHIBIT "B-2"
TEMPORARY CONSTRUCTION EASEMENT FORM

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TEMPORARY CONSTRUCTION EASEMENT

DATE: _____

GRANTOR: _____

GRANTOR'S MAILING ADDRESS:
(including County)

Brazos County
_____, Texas _____

GRANTEE: CITY OF COLLEGE STATION, TEXAS

GRANTEE'S MAILING ADDRESS:
(including County)

P. O. Box 9960
Brazos County
College Station, Texas 77842

CONSIDERATION: Ten Dollars (\$10.00) and other good
and valuable consideration.

PROPERTY:

(INSERT PROPERTY DESCRIPTION)

GRANTOR grants to GRANTEE a temporary construction easement only as to the above-described Property more particularly described by metes and bounds on the attached Exhibit "A", known as the "Temporary Construction Easement Area", which area is necessary for _____ (i.e. the construction of various improvements and utilities, the installation of sidewalks, etc.) in connection with the City of College Station Project.

It is understood and agreed that any and all equipment and facilities placed upon said Property shall remain the property of GRANTEE.

It is further understood and agreed that this Temporary Construction Easement shall exist from the date construction begins on this project until completion of the project.

GRANTEE expressly agrees to return the Temporary Construction Easement Area to its original condition, or as close thereto as is reasonably possible.

It is expressly understood that the GRANTOR or future Owners of this property reserve the right to use this Temporary Construction Easement Area during the construction phase for all purposes which do not interfere with or prevent its use by the GRANTEE.

GRANTOR expressly subordinates all rights of surface use incident to the mineral estate to the above described uses of said surface by GRANTEE, and agrees to lenders' subordinations on behalf of GRANTEE, if any. GRANTORS will provide GRANTEE with the names and addresses of all lenders, if any.

TO HAVE AND TO HOLD the rights and interests herein described unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, forever, and GRANTOR does hereby bind herself, her heirs and administrators, to warrant and forever defend, all and singular, these rights and interests unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

APPROVED AS TO FORM

THIS DOCUMENT MAY NOT
BE CHANGED WITHOUT
RE-SUBMISSION FOR APPROVAL.

City Attorney

CONSENT AND SUBORDINATION BY LIENHOLDER

Lienholder, as the holder of liens(s) on the fee simple title to the Easement Property, consents to the above grant of an easement, including the terms and conditions of such grant, and Lienholder subordinates its lien(s) to the rights and interests of the easement, such that a foreclosure of the lien(s) will not extinguish the rights and interests of the easement.

By: _____
Printed Name: _____
Title: _____

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____,
20____, by _____.

Notary Public in and for the State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

ACKNOWLEDGMENT

 This instrument was acknowledged before me on this the ____ day of _____,
20____, by _____, _____ of
_____, on behalf of
_____.

Notary Public in and for the State of Texas

PREPARED IN THE OFFICE OF:

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

RETURN ORIGINAL DOCUMENT TO:

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

Legislation Details (With Text)

File #:	17-0253	Version:	1	Name:	Atmos Rate Ordinance and ACSC Negotiated Settlement
Type:	Presentation	Status:		Status:	Consent Agenda
File created:	5/15/2017	In control:		In control:	City Council Regular
On agenda:	5/25/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion concerning the passage and approval of an ordinance of the City of College Station, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division, regarding the Company's 2017 rate review mechanism filings and approving a settlement agreement with attached rate tariffs and proof of revenues.				
Sponsors:	Aubrey Nettles				
Indexes:					
Code sections:					
Attachments:	2017.05.02 Staff Report+Attachment 2017.05.02 ORDINANCE & Attachments -Settlement ACSC and Atmos 2017 RRM.pdf				
Date	Ver.	Action By	Action		Result

Presentation, possible action, and discussion concerning the passage and approval of an ordinance of the City of College Station, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division, regarding the Company's 2017 rate review mechanism filings and approving a settlement agreement with attached rate tariffs and proof of revenues.

Relationship to Strategic Goals:

- Good Governance
- Core Services and Infrastructure

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

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

The 2017 RRM filing is the fifth RRM filing under the renewed RRM Tariff. On March 1, 2017, Atmos made a filing requesting \$57.4 million additional revenues on a system-wide basis. Because the City of Dallas has a separate rate review process, exclusion of Dallas results in the Company requesting \$46.4 million from other municipalities.

Environs customers (ratepayers outside municipal limits) remain under the Railroad Commission's

exclusive original jurisdiction and have their rates set through the GRIP process. If the Company had used the GRIP process rather than the RRM process it would receive a \$52.4 million increase, or about \$4.4 million more than will be approved by the Ordinance. ACSC and the Company have reached an agreement, reflected in the Ordinance, to reduce the Company's request by \$9.4 million, such that the Ordinance approving new rates reflects an increase of \$48 million on a system-wide basis, or \$38.8 million for Mid-Tex Cities, exclusive of the City of Dallas.

The tariffs attached to the Ordinance approve rates that will increase the Company's revenues by \$38.8 million for the Mid-Tex Rate Division, effective for bills rendered on or after June 1, 2017. The monthly residential customer charge will be \$19.60. The consumption charge will be \$0.14 per Ccf. The monthly bill impact for the typical residential customer consuming 46.8 Ccf will be an increase of \$2.04, or about 3.87%. The typical commercial customer will see an increase of \$6.27, or 2.37%. Attached to this Model Staff Report is a summary of the impact of new rates on the average bills of all customer classes.

The ACSC Executive Committee and its designated legal counsel and consultants recommend that all Cities adopt the Ordinance with its attachments approving the negotiated rate settlement resolving the 2017 RRM filing, and implementing the rate change.

Reviewed and Approved by Legal: Yes

Budget & Financial Summary: The monthly bill impact for the typical residential customer consuming 46.8 Ccf will be an increase of \$2.04, or about 3.87%. The typical commercial customer will see an increase of \$6.27, or 2.37%.

Attachments:

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

May 2, 2017

STAFF REPORT

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

The 2017 RRM filing is the fifth RRM filing under the renewed RRM Tariff. On March 1, 2017, Atmos made a filing requesting \$57.4 million additional revenues on a system-wide basis. Because the City of Dallas has a separate rate review process, exclusion of Dallas results in the Company requesting \$46.4 million from other municipalities.

Environs customers (ratepayers outside municipal limits) remain under the Railroad Commission’s exclusive original jurisdiction and have their rates set through the GRIP process. If the Company had used the GRIP process rather than the RRM process it would receive a \$52.4 million increase, or about \$4.4 million more than will be approved by the Ordinance. ACSC and the Company have reached an agreement, reflected in the Ordinance, to reduce the Company’s request by \$9.4 million, such that the Ordinance approving new rates reflects an increase of \$48 million on a system-wide basis, or \$38.8 million for Mid-Tex Cities, exclusive of the City of Dallas.

The tariffs attached to the Ordinance approve rates that will increase the Company’s revenues by \$38.8 million for the Mid-Tex Rate Division, effective for bills rendered on or after June 1, 2017. The monthly residential customer charge will be \$19.60. The consumption charge will be \$0.14 per Ccf. The monthly bill impact for the typical residential customer consuming 46.8 Ccf will be an increase of \$2.04, or about 3.87%. The typical commercial customer will see an increase of \$6.27, or 2.37%. Attached to this Model Staff Report is a summary of the impact of new rates on the average bills of all customer classes.

The ACSC Executive Committee and its designated legal counsel and consultants recommend that all Cities adopt the Ordinance with its attachments approving the negotiated rate settlement resolving the 2017 RRM filing, and implementing the rate change.

Explanation of “Be It Ordained” Sections:

1. This section approves all findings in the Ordinance.
2. This section finds the settled amount of \$48 million on a system-wide basis to be a comprehensive settlement of gas utility rate issues arising from Atmos Mid-Tex’s 2017 RRM filing, and that such settlement is in the public interest and is consistent with the City’s statutory authority.
3. This section finds the existing Atmos Mid-Tex rates to be unreasonable, and approves the new tariffed rates providing for additional revenues over currently-billed rates of \$48 million on a system-wide basis and adopts the attached new rate tariffs (Attachment A).

4. This section establishes the baseline for pensions and other post-employment benefits for future rate cases (Attachment C).
5. This section requires the Company to reimburse Cities for reasonable ratemaking costs associated with reviewing and processing the RRM filing.
6. This section requires a rate reconciliation in the event that federal income tax rates change.
7. This section requires renegotiation of current RRM terms and conditions this Summer and if new terms and conditions are not agreed to by both parties, the RRM process will be terminated and Cities will be encouraged to pass show cause resolutions to trigger a traditional rate case at the Railroad Commission.
8. This section repeals any resolution or ordinance that is inconsistent with this Ordinance.
9. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
10. This section is a savings clause, which provides that if any section(s) is later found to be unconstitutional or invalid, that finding shall not affect, impair or invalidate the remaining provisions of this Ordinance. This section further directs that the remaining provisions of the Ordinance are to be interpreted as if the offending section or clause never existed.
11. This section provides for an effective date upon passage which, according to the Cities' ordinance that adopted the RRM process, is June 1, 2017.
12. This paragraph directs that a copy of the signed Ordinance be sent to a representative of the Company and legal counsel for the Steering Committee.

**ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2016**

Line							June 1, 2016 PROPOSED	CHANGE
1	Rate R @ 46.3 Ccf					CURRENT		
2	Customer charge					\$ 19.10		
3	Consumption charge	46.3	CCF	X	\$ 0.11378 =	5.27		
4	Rider GCR Part A	46.3	CCF	X	\$ 0.28325 =	13.11		
5	Rider GCR Part B	46.3	CCF	X	\$ 0.25447 =	11.78		
6	Subtotal					\$ 49.26		
7	Rider FF & Rider TAX					3.52		
8	Total					\$ 52.78		
9								
10	Customer charge						\$ 19.60	
11	Consumption charge	46.3	CCF	X	\$ 0.14427 =	6.68		
12	Rider GCR Part A	46.3	CCF	X	\$ 0.28325 =	13.11		
13	Rider GCR Part B	46.3	CCF	X	\$ 0.25447 =	11.78		
14	Subtotal					\$ 51.17		
15	Rider FF & Rider TAX					3.65		
16	Total					\$ 54.82		\$2.04
17								3.87%
18								
19	Rate C @ 371 Ccf					CURRENT	PROPOSED	CHANGE
20	Customer charge					\$ 41.75		
21	Consumption charge	371.0	CCF	X	\$ 0.08494 =	31.51		
22	Rider GCR Part A	371.0	CCF	X	\$ 0.28325 =	105.07		
23	Rider GCR Part B	371.0	CCF	X	\$ 0.18646 =	69.17		
24	Subtotal					\$ 247.50		
25	Rider FF & Rider TAX					17.68		
26	Total					\$ 265.18		
27								
28	Customer charge						\$ 44.70	
29	Consumption charge	371.0	CCF	X	\$ 0.09279 =	34.42		
30	Rider GCR Part A	371.0	CCF	X	\$ 0.28325 =	105.07		
31	Rider GCR Part B	371.0	CCF	X	\$ 0.18646 =	69.17		
32	Subtotal					\$ 253.36		
33	Rider FF & Rider TAX					18.09		
34	Total					\$ 271.45		\$6.27
35								2.37%

36	Rate I @ 4364 MMBTU						CURRENT	PROPOSED	CHANGE
37	Customer charge					\$ 738.00			
38	Consumption charge	1,500	MMBTU	X \$ 0.3096	=	464.40			
39	Consumption charge	2,864	MMBTU	X \$ 0.2267	=	649.26			
40	Consumption charge	0	MMBTU	X \$ 0.0486	=	-			
41	Rider GCR Part A	4,364	MMBTU	X \$ 0.2900	=	1,265.76			
42	Rider GCR Part B	4,364	MMBTU	X \$ 0.4373	=	1,908.41			
43	Subtotal					\$ 5,025.83			
44	Rider FF & Rider TAX		\$ 5,025.83	X 0.07142	=	358.93			
45	Total					\$ 5,384.76			
46									
47	Customer charge						\$ 799.75		
48	Consumption charge	1,500	MMBTU	X \$ 0.3374	=		506.10		
49	Consumption charge	2,864	MMBTU	X \$ 0.2470	=		707.40		
50	Consumption charge	0	MMBTU	X \$ 0.0530	=		-		
51	Rider GCR Part A	4,364	MMBTU	X \$ 0.2900	=		1,265.76		
52	Rider GCR Part B	4,364	MMBTU	X \$ 0.4373	=		1,908.41		
53	Subtotal						\$ 5,187.42		
54	Rider FF & Rider TAX		\$ 5,187.42	X 0.07142	=		370.47		
55	Total						\$ 5,557.89	\$173.13	
56								3.22%	
57	Rate T @ 4364 MMBTU						CURRENT	PROPOSED	CHANGE
58	Customer charge					\$ 738.00			
59	Consumption charge	1,500	MMBTU	X \$ 0.3096	=	464.40			
60	Consumption charge	2,864	MMBTU	X \$ 0.2267	=	649.26			
61	Consumption charge	0	MMBTU	X \$ 0.0486	=	-			
62	Rider GCR Part B	4,364	MMBTU	X \$ 0.4373	=	1,908.41			
63	Subtotal					\$ 3,760.07			
64	Rider FF & Rider TAX		\$ 3,760.07	X 0.07142	=	268.54			
65	Total					\$ 4,028.61			
66									
67	Customer charge						\$ 799.75		
68	Consumption charge	1,500	MMBTU	X \$ 0.3374	=		506.10		
69	Consumption charge	2,864	MMBTU	X \$ 0.2470	=		707.40		
70	Consumption charge	0	MMBTU	X \$ 0.0530	=		-		
71	Rider GCR Part B	4,364	MMBTU	X \$ 0.4373	=		1,908.41		
72	Subtotal						\$ 3,921.66		
73	Rider FF & Rider TAX		\$ 3,921.66	X 0.07142	=		280.08		
74	Total						\$ 4,201.74	\$173.13	
75								4.30%	

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2017 RATE REVIEW MECHANISM FILINGS; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; REQUIRING RECONCILIATION AND RATE ADJUSTMENTS IF FEDERAL INCOME TAX RATES CHANGE; TERMINATING THE RRM PROCESS FOR 2018 PENDING RENEGOTIATION OF RRM TERMS AND CONDITIONS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

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

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

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

WHEREAS, on March 1, 2017, Atmos Mid-Tex filed its 2017 RRM rate request with ACSC Cities; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2017 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$48 million on a system-wide basis; and

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

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

WHEREAS, the Company and ACSC have agreed that rates should be adjusted if any change in federal income tax rates is implemented during the period that rates approved herein remain in place; and

WHEREAS, because ACSC believes that certain provisions of the current terms and conditions of the RRM tariff are inconsistent with market conditions, the City expects renegotiation of the current RRM tariff in the Summer of 2017.

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

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

Section 2. That the City Council finds that the settled amount of an increase in revenues of \$48 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2017 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$48 million in revenue over the amount allowed under currently approved rates, as shown in the Proof of Revenues attached hereto and incorporated herein as Attachment B; such tariffs are hereby adopted.

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

Section 5. Consistent with Texas Utilities Code Section 104.055(c), Atmos Energy's recovery of federal income tax expense through the Rider RRM has been computed using the statutory income tax rate. In the event that a change in the statutory income tax rate is implemented during the Rider RRM Rate Effective Date, Atmos Energy shall reconcile the difference between the amount of federal income tax expense included in the Rider RRM calculation for the Rate Effective Date with the amount of federal income tax expense authorized under the new statutory income tax rate. The reconciliation period shall be from the date on which any new statutory income tax rate is implemented through the Rate Effective Date. An interest component calculated at the customer deposit interest rate then in effect as approved by

the Railroad Commission of Texas shall be applied to the federal income tax expense reconciliation. Further, any required reconciliation of federal income tax expense shall be included as part of Atmos Mid-Tex's next annual RRM filing and shall be returned to or recovered from customers as a one-time credit or surcharge to the customer's bill.

Section 6. The City requires renegotiation of RRM tariff terms and conditions during the Summer of 20017. If an agreed renegotiated RRM tariff cannot be achieved, the City will terminate the RRM process and consider initiation of a traditional rate case to reduce the Company's authorized return on equity.

Section 7. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2017 RRM filing.

Section 8. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 9. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 10. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 11. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after June 1, 2017.

Section 12. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LJB Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this _____ day of _____, 2017.

Mayor

ATTEST:

APPROVED AS TO FORM:

City Secretary

City Attorney

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2017	PAGE:

Application

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

Type of Service

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

Monthly Rate

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

Charge	Amount
Customer Charge per Bill	\$ 19.60 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 19.62 per month
Commodity Charge – All <u>Ccf</u>	\$0.14427 per Ccf

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

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

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

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

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

Agreement

An Agreement for Gas Service may be required.

Notice

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

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2016.

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2017	PAGE:

Application

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

Type of Service

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

Monthly Rate

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

Charge	Amount
Customer Charge per Bill	\$ 44.70 per month
Rider CEE Surcharge	\$ 0.08 per month ¹
Total Customer Charge	\$ 44.78 per month
Commodity Charge – All Ccf	\$ 0.09279 per Ccf

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

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

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

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

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

Agreement

An Agreement for Gas Service may be required.

Notice

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

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2016.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2017	PAGE:

Application

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

Type of Service

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

Monthly Rate

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

Charge	Amount
Customer Charge per Meter	\$ 799.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3374 per MMBtu
Next 3,500 MMBtu	\$ 0.2470 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0530 per MMBtu

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

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

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

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

Curtailment Overpull Fee

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

Replacement Index

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

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2017	PAGE:

Agreement

An Agreement for Gas Service may be required.

Notice

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

Special Conditions

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

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2017	PAGE:

Application

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

Type of Service

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

Monthly Rate

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

Charge	Amount
Customer Charge per Meter	\$ 799.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3374 per MMBtu
Next 3,500 MMBtu	\$ 0.2470 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0530 per MMBtu

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

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

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

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

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

Imbalance Fees

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

Monthly Imbalance Fees

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

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2017	PAGE:

Curtailment Overpull Fee

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

Replacement Index

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

Agreement

A transportation agreement is required.

Notice

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

Special Conditions

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

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2017	PAGE:

Provisions for Adjustment

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

Computation of Weather Normalization Adjustment

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

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

Where

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

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

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

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

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2017	PAGE:

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	9.79	0.1347	93.16	0.6060
Austin	10.37	0.1483	190.68	0.9069
Dallas	13.36	0.2089	180.35	1.0191
Waco	9.64	0.1348	124.37	0.5791
Wichita Falls	11.20	0.1412	107.96	0.5571

Weather Normalization Adjustment (WNA) Report

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

File Date: March 1, 2017

ATMOS ENERGY CORP., MID-TEX DIVISION
PROPOSED TARIFF STRUCTURE (BEFORE RATE CASE EXPENSE RECOVERY)
TEST YEAR ENDING DECEMBER 31, 2016

	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)
1	Proposed Change In Rates:		\$ 48,000,000		Schedule A						
2	Proposed Change In Rates without Revenue Related Taxes:		\$ 44,800,457		Ln 1 divided by factor on WP_F-5.1						
3											
4											
5											
6		Revenue Requirements		Allocations							
7	Residential	\$ 338,431,486		77.95%	Per GUD 10170 Final Order						
8	Commercial	84,223,622		19.40%	Per GUD 10170 Final Order						
9	Industrial and Transportation	11,490,316		2.65%	Per GUD 10170 Final Order						
10	Net Revenue Requirements GUD No. 10170	<u>\$ 434,145,424</u>									
11											
12											
13											
14											
15											
16	With Proportional Increase all classes but Residential and a 40% residential base charge increase:										
17											
18		Current	Prospective		Revenues			Proposed	Proposed		
19							Change	Change In	Rates	Proposed	
20	Residential Base Charge	\$ 19.08	\$ 0.77	\$	13,969,407	Residential Base Charge	\$ 0.52	\$ 9,385,859	\$ 19.60	\$	353,851,897
21	Residential Consumption Charge	\$ 0.11378	\$ 0.02502	\$	20,954,111	Residential Consumption Charge	\$ 0.03049	25,534,444	\$ 0.14427	\$	120,821,718
22	Commercial Base Charge	\$ 41.70	\$ 2.96	\$	4,345,614	Commercial Base Charge	\$ 3.00	4,409,676	\$ 44.70	\$	65,707,365
23	Commercial Consumption Charge	\$ 0.08494	\$ 0.00797	\$	4,345,614	Commercial Consumption Charge	\$ 0.00785	4,280,326	\$ 0.09279	\$	50,595,093
24	I&T Base Charge	\$ 737.00	\$ 62.70	\$	592,856	I&T Base Charge	\$ 62.75	593,364	\$ 799.75	\$	7,562,427
25	I&T Consumption Charge Tier 1 MMBTU	\$ 0.3096	\$ 0.0278	\$	279,522	I&T Consumption Charge Tier 1 MMBTU	\$ 0.0278	279,726	\$ 0.3374	\$	3,394,949
26	I&T Consumption Charge Tier 2 MMBTU	\$ 0.2267	\$ 0.0203	\$	225,635	I&T Consumption Charge Tier 2 MMBTU	\$ 0.0203	225,178	\$ 0.2470	\$	2,739,848
27	I&T Consumption Charge Tier 3 MMBTU	\$ 0.0486	\$ 0.0044	\$	87,699	I&T Consumption Charge Tier 3 MMBTU	\$ 0.0044	88,488	\$ 0.0530	\$	1,065,879
28				\$	44,800,457			\$ 44,797,060		\$	605,739,177
29											

ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2016

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Supplemental Executive Benefit Plan ("SERP")	Post-Retirement Medical Plan ("FAS 106")	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Fiscal Year 2017 Willis Towers Watson Report as adjusted (1), (3)	\$ 5,004,862	\$ 2,864,121	\$ 8,234,627	\$ 194,941	\$ 4,375,142	
2	Allocation to Mid-Tex	45.03%	45.03%	71.23%	100.00%	71.23%	
	Fiscal Year 2017 Actuarially Determined O&M Benefits (Ln 1 x Ln 2)						
3		\$ 2,253,477	\$ 1,289,592	\$ 5,865,537	\$ 194,941	\$ 3,116,420	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
	Fiscal Year 17 Willis Towers Watson Benefit Costs To Approve (excluding Removed Cost Centers) (Ln 3 x Ln 4)						
5		\$ 2,253,477	\$ 1,289,592	\$ 5,865,537	\$ 194,941	\$ 3,116,420	\$ 12,719,968
6							
7							
8	Summary of Costs to Approve:						
9							
10	Total Pension Account Plan ("PAP")	\$ 2,253,477		\$ 5,865,537			\$ 8,119,015
11	Total Post-Retirement Medical Plan ("FAS 106")		\$ 1,289,592			\$ 3,116,420	4,406,012
12	Total Supplemental Executive Retirement Plan ("SERP")				\$ 194,941		194,941
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 2,253,477	\$ 1,289,592	\$ 5,865,537	\$ 194,941	\$ 3,116,420	\$ 12,719,968
14							
15							
16	O&M Expense Factor	74.05%	74.05%	37.75%	20.00%	37.75%	
17							
18	Expense Portion (Ln 13 x Ln 16)	\$ 1,668,700	\$ 954,943	\$ 2,214,432	\$ 38,988	\$ 1,176,551	\$ 6,053,614
19							
20	Capital Factor	25.95%	25.95%	62.25%	80.00%	62.25%	
21							
22	Capital Portion (Ln 13 x Ln 20)	\$ 584,777	\$ 334,649	\$ 3,651,105	\$ 155,953	\$ 1,939,870	\$ 6,666,354
23							
24	Total (Ln 18 + Ln 22)	\$ 2,253,477	\$ 1,289,592	\$ 5,865,537	\$ 194,941	\$ 3,116,420	\$ 12,719,968



Legislation Details (With Text)

File #:	17-0233	Version:	1	Name:	Standard of Care Ordinance
Type:	Ordinance	Status:		Status:	Agenda Ready
File created:	5/9/2017	In control:		In control:	City Council Regular
On agenda:	5/25/2017	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action, and discussion regarding an ordinance adopting standards of care for the City's Parks and Recreation Department's elementary age (5-13) Youth Recreation Programs.				
Sponsors:	David Schmitz				
Indexes:					
Code sections:					
Attachments:	2017 Ordinance.pdf				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action and discussion regarding an ordinance adopting standards of care for the City's Parks and Recreation Department's elementary age (5-13) Youth Recreation Programs.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s):

Staff recommends Council adopt the proposed Standard of Care Ordinance.

Summary:

The Department of Family and Protective Services requires child care facilities to be licensed by it. Certain programs offered by the Parks and Recreation Department fall within the definition of child-care facility requiring licensing but are exempt if municipalities annually hold a public hearing and adopt a standards of care ordinance as attached. This is a re-occurring event and City staff again recommends holding a public hearing and adopting the ordinance.

Budget & Financial Summary: No budget impact

Legal Review: Yes.

Attachments: Standard of Care Ordinance

ORDINANCE NO. _____

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

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

PART 1. AUTHORITY.

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

PART 2. DEFINITIONS.

In this Ordinance:

- (1) Recreation Assistant means a person responsible for the direct care or administration, clerical support, food preparation, or Facility maintenance.
- (2) Department means the Parks and Recreation Department.
- (3) Director means the Director of the Parks and Recreation Department.
- (4) Designee means a person appointed by the Director to act on the Director's behalf.
- (5) Facility means a building or improvement operated or used by the Department in conducting a Recreational Program.
- (6) Participant means a child age five to 13 years old who is enrolled in a Recreational Program and is under the supervision of Department Staff.
- (7) Recreational Program or Program means a fee-based children's program or activity offered and supervised by the Department that requires a Participant to enroll or register to participate.
- (8) Staff means a person who is employed by the Department to work in a Recreational Program.
- (9) Volunteer means a person assisting without remuneration in the care or supervision of Participants.

PART 3. PROGRAM ADMINISTRATION.

(A) The Department shall operate Recreational Programs in compliance with this Ordinance and the Department's rules adopted under this Ordinance.

(B) The Director, or Designee, shall administer the programs.

PART 4. PROGRAM RULES; MONITORING.

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

- (B) The Director shall monitor the programs to ensure compliance with the standards adopted in this Ordinance and the rules.

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

- (A) Except as provided in Subsection (B), the Department shall provide Recreation Assistants during a Recreational Program at a minimum as follows:
- (1) one Recreation Assistant for each 12 Participants between the ages of five and nine years old; and
 - (2) one Recreation Assistant for each 15 Participants between the ages of 10 and 13 years old.
- (B) The Department shall provide activity leaders during a Recreational Program designed for Participants with a disability at a minimum as follows:
- (1) one Recreation Assistant for each four Participants between the ages of five and 12; and
 - (2) one Recreation Assistant for each eight Participants between the ages of 12 and 13 years old.

PART 7. REQUIREMENTS FOR ACTIVITY LEADERS.

- (A) The Department shall provide a minimum of one Recreation Assistant for each class or group enrolled in a recreation program.
- (B) A Recreation Assistant must be at least 16 years old.
- (C) At least one Recreation Assistant on site must retain the following certification from a nationally recognized organization approved by the Director:
- (1) cardiopulmonary resuscitation for adults, children and infants;
 - (2) use of an automated external defibrillator; and
 - (3) first aid.

PART 8. STAFF AND VOLUNTEER TRAINING REQUIREMENTS.

- (A) The Director shall establish training requirements for all Staff and Volunteers who provide direct care or supervision to Participants.
- (B) At least one Staff member at each Facility must have current training in first aid, automated external defibrillator, and cardiopulmonary resuscitation for adults, children and infants from a nationally recognized program that has been approved by the Director.

PART 9. PERSONNEL RESTRICTION.

- (A) A person may not be employed or serve as a Volunteer in a Recreational Program if:
- (1) the person would be permanently barred from being present at a child care operation while children are in care under the Texas Administrative Code Title 40, Part 19, Chapter 745 (Licensing); or

- (2) the Director determines that based on the criminal history and other relevant credible information, the person poses a risk to the safety or health of Participants.
- (B) The Director may obtain a criminal history record of any employee or Volunteer working or applying to work in a Recreational Program.

PART 10. FACILITY OPERATION; PHYSICAL ENVIRONMENT.

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

- (8) First aid guidelines are on file and visibly posted at the Facility, including: (a) cardio pulmonary resuscitation and rescue breathing sequence guidelines; (b) first aid review; and (c) emergency action plans; and
- (9) The Facility has a sufficient number of restrooms that are equipped for independent use by children and that are designed to permit Staff supervision if necessary.
- (B) The Department shall maintain a campground or primitive Facility used for a Recreation Program in compliance with the requirements of Subsection (A) to the extent possible.
- (C) The Department shall maintain equipment used in the programs in good condition. Department Staff shall remove a defective tool, machinery, appliance, or other equipment and report the defective item to a supervisor. Unauthorized Staff may not repair defective equipment.

PART 11. PHYSICAL HEALTH STANDARDS.

- (A) A Staff member shall supervise a Participant who is ill or injured until a parent or other authorized adult removes the Participant from the Facility.
- (B) Staff shall keep a Participant whose illness or medical condition would compromise the health or safety of the others separate from the others until the child is removed from the Facility.
- (C) Staff shall call a Participant's parent or guardian if participant has an oral temperature of 100.4 degrees Fahrenheit or greater, accompanied by behavior changes or other signs or symptoms of illness.
- (D) Staff may not admit or readmit a Participant whose illness or medical condition prevents the Participant from comfortably participating in program activities or places other Participants at risk to the Facility for the duration of the illness or condition.
- (E) In case of an acute illness or injury to a Participant, Staff shall call for an emergency vehicle to transport the Participant to an authorized medical Facility.

PART 12. MEDICATION STANDARDS.

- (A) A Staff member may not administer medication to a Participant without a parental medication authorization. Staff may not administer medication that is not in its original container or past the expiration date on the container.
- (B) A Staff member may not administer an injection or an amount of medication that is inconsistent with the prescribed dosage. A Staff member may administer an epinephrine auto-injector device if the Staff member has completed training approved by the Department.
- (C) A Staff member may not accept more than a daily supply of medication for a Participant and the member shall return the unused medication to the parent at the end of the day.
- (D) Staff must keep medication in a locked and secured location that is not accessible by participants.

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

PART 13. DISTRIBUTION OF STANDARDS.

- (A) The Department shall post and make available copies of the standards adopted in this Ordinance or by rules adopted under this Ordinance to parents.
- (B) The Department shall inform parents or guardians of each Participant that the Recreational Programs are not licensed by the state. The programs may not be advertised as child-care facilities.

PART 14. ENFORCEMENT.

- (A) The Director or Designee shall monitor and enforce this Ordinance and the standards herein as required by law.

PASSED ADOPTED, AND APPROVED this 25th day of May, 2017.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney



Legislation Details (With Text)

File #:	17-0242	Version:	1	Name:	Margraves Rezoning
Type:	Rezoning	Status:		Status:	Agenda Ready
File created:	5/11/2017	In control:		In control:	City Council Regular
On agenda:	5/25/2017	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to RS Restricted Suburban for approximately 368.5 acres generally located east of Greens Prairie Road West and west of Arrington Road and to the south of Whites Creek Lane. Case #REZ2017-000004.				
Sponsors:	Jenifer Paz				
Indexes:					
Code sections:					
Attachments:	Background Information Aerial and Small Area Map Ordinance				

Date	Ver.	Action By	Action	Result
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Public hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to RS Restricted Suburban for approximately 368.5 acres generally located east of Greens Prairie Road West and west of Arrington Road and to the south of Whites Creek Lane. Case #REZ2017-000004

Relationship to Strategic Goals:

- Neighborhood Integrity
- Sustainable City

Recommendation(s): The Planning and Zoning Commission will considered this item at the May 18, 2017 meeting. Their recommendation will be provided at the City Council meeting.

Summary: The applicant requests a rezoning from R Rural to RS Restricted Suburban, which is in compliance with the Comprehensive Plan Future Land Use and Character Map.

The Unified Development Ordinance provides the following review criteria for Zoning Map Amendments:

REVIEW CRITERIA

- 1. Consistency with the Comprehensive Plan:** The subject property is shown as Restricted Suburban on the Future Land Use and Character Map. This designation is generally for areas that should have a moderate level of development activity. These areas will tend to consist of medium-density single-family residential lots (average 8,000 square feet) when clustered around open spaces, or larger lots sizes

when not clustered. Townhomes, neighborhood commercial, and office uses may also be permitted in growth areas as an element of a planned development.

The subject property is located within Growth Area II which consists of land near the interchange of William D. Fitch Parkway (State Highway 40) and State Highway 6 and land southwest of William D. Fitch Parkway to the current City Limits. This growth area designation does not provide specific direction for the Restricted Suburban land use.

The Comprehensive Plan Five-Year Evaluation & Appraisal Report, completed in 2014, identified the need for a land use amendment for portions of this area. In 2015, City Council approved an amendment to the Future Land Use & Character Map from Estate to Restricted Suburban in this area, including the entire Margraves Tract and Wyndham Ranch property, per the recommendation of the Planning & Zoning Commission. Given the recent amendment, the proposed rezoning request is in compliance with the Future Land Use and Character Map.

- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The larger area includes property currently zoned for commercial uses near the intersection of State Highway 6 South, William D. Fitch South (State Highway 40), and Arrington Road. While currently zoned R Rural, land to the northeast along Arrington Road and Greens Prairie Road West is shown as Urban on Future Land Use and Character Map and is also within Growth Area II. It is likely that this property will be rezoned in the future to allow for land uses that are consistent with the Comprehensive Plan.

The properties to the south and west of the subject tract are designated as Restricted Suburban on the Comprehensive Plan Future Land Use & Character Map. Castlegate Subdivision, to the west, is zoned Planned Development District (PDD) and is consistent in character to Restricted Suburban land uses. The tracts to the south are zoned R Rural and are undeveloped. It is likely that these properties will be rezoned in the future to allow for land uses that are consistent with the current land use designation, Restricted Suburban.

Properties to the east, across Arrington Road, are located outside of City limits in the Extraterritorial Jurisdiction (ETJ). Although property in the ETJ is not subject to zoning or land use controls by the city, most properties are platted and developed as single-family residential.

The proposed rezoning is compatible with the present zoning and conforming uses of nearby property and with the character of the surrounding neighborhood.

- 3. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The rezoning request is for RS Restricted Suburban on approximately 368 acres. The subject tract is located near large established neighborhoods, an elementary school and the existing Caprock Crossing/Greens Prairie Center commercial developments. The Comprehensive Plan does not expect the subject property to maintain its rural character, but be a transitional zone that is less dense than the Castlegate Subdivision to the west and denser than the existing subdivisions located in the ETJ. With quick access to a grocery store, retail shops, restaurants, and service uses, higher density residential is suitable.
- 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:** While this tract can support and is suitable for agricultural or other uses appropriate for a Rural designation, this tract was identified as one

that could support higher density single-family residential in an effort to help meet the residential demand that exists in this area.

5. **Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The subject property is currently zoned R Rural. The marketability of this tract as Rural is limited to large lot residential or agricultural uses as allowed under the zoning district. While this property can be marketed under the current zoning, single-family residential uses are more marketable and is needed to meet the demand that is increasing in the southern region of College Station.

6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** There are existing 12-inch waterlines along Greens Prairie Road West and Arrington Road which will need to be extended in accordance with the Water Master Plan and looped throughout the development. There is also an existing 12-inch sanitary sewer line east of the property along Arrington Road available to serve the site. Based on estimated water and sewer demands, existing utility infrastructure appears to have adequate capacity to serve the proposed use.

Currently there is no FEMA Special Flood Hazard area located on this tract. Drainage from the subject property is split between the Alum Creek, Spring Creek, and Peach Creek Drainage Basins. Detention will be required with site development. Drainage and other public infrastructure required with the site shall be designed and constructed in accordance with the B/CS Unified Design Guidelines.

The subject property has frontage to two existing streets identified on the Thoroughfare Plan: Greens Prairie Road West, a future four-lane Minor Arterial, and Arrington Road, a future two-lane Major Collector. The Thoroughfare Plan also depicts three future two-lane Minor Collectors within the tract that will be constructed as development of the tract occurs. Greens Prairie Road West is constructed as a two-lane rural section along this portion and funding is planned for a future City Capital Improvement Project (CIP) to design and re-construct Greens Prairie Road West as a four-lane section with completion currently anticipated in 2020. The portion of Arrington Road adjacent to the tract is located outside the City limits and is a two-lane rural section Brazos County roadway. The applicant has participated in discussions with Brazos County to dedicate additional right-of-way and participate in a project to widen and improve the condition of Arrington Road. The City is also completing the design of a traffic signal to be installed at the intersection of Greens Prairie Road West and Arrington Road.

A traffic impact analysis (TIA) was submitted that analyzed the following eight existing street intersections for traffic-related impact: William D. Fitch Parkway/Arrington Road (both eastbound and westbound Fitch); Greens Prairie Road West/Arrington Road; Greens Prairie Road West/Castlegate Drive; Greens Prairie Road West/W.S. Phillips Parkway; Nantucket Drive/Harpers Ferry Road; Arrington Road/Harpers Ferry Road; Arrington Road/South Oaks Drive; and South Oaks Drive/SH 6 Southbound Frontage Road. The TIA also analyzed two proposed intersections: Greens Prairie Road West/new public street and Arrington Road/new minor collector.

The TIA assumed the traffic signal at Greens Prairie Road West/Arrington Road would be installed, this section of Greens Prairie Road West would be widened to a four-lane Minor Arterial, the condition of Arrington Road outside the City limits would be improved, and Mesa Verde Drive in the Indian Lakes subdivision would be extended by Brazos County out to SH 6 at the Texas World Speedway overpass. With these projects completed, the TIA found that found most intersections would function well though some would need mitigation in order to retain an acceptable level of service with full development of the tract by 2027. The traffic mitigation identified is as follows:

- 1) A dual left-turn lane on eastbound Greens Prairie Road West at Arrington Road;
- 2) A traffic signal at the intersection of Greens Prairie Road West/Castlegate Drive;
- 3) A dedicated right-turn deceleration lane on eastbound William D. Fitch Parkway at Arrington Road;
- 4) Dedicated left and right-turn lanes on westbound South Oaks Drive at Arrington Road (or a

- median in Arrington Road to prevent left turns); and
- 5) Dedicated right-turn deceleration lanes for the proposed Minor Collectors intersecting Greens Prairie Road West and Arrington Road.

Timing for implementation of the traffic mitigation will occur as part of the Preliminary Plan application when the number of residential lots and phasing of the subdivision is determined. Brazos County has indicated they will not plan to install a median in Arrington Road at South Oaks Drive with the Arrington Road re-construction project and will further study the need for dedicated turn lanes on westbound South Oaks Drive at Arrington Road when South Oaks Drive is anticipated to require pavement reconstruction in the 2022-2024 timeframe.

Budget & Financial Summary: N/A

Legal Review: Yes

Attachments:

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

NOTIFICATIONS

Advertised Commission Hearing Date: May 18, 2017

Advertised Council Hearing Date: May 25, 2017

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:

Nantucket Preservation Association (HOA)

Castlegate HOA

Property owner notices mailed: Eight

Contacts in support: None as of the date of the Staff Report

Contacts in opposition: None as of the date of the Staff Report

Inquiry contacts: 3 as of the date of the Staff Report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	E Estate	R Rural	Unplatted, residential tracts
South	Restricted Suburban	R Rural	Agricultural, residential (Windham Ranch)
East (across Arrington Road)	Estate	N/A - located in the ETJ	Platted, residential lots
West (across Greens Prairie Road W.)	Restricted Suburban, Natural Areas Protected, Institutional Public	PDD Planned Development District, GC General Commercial	Castlegate Subdivision, Forest Ridge Elementary School

DEVELOPMENT HISTORY

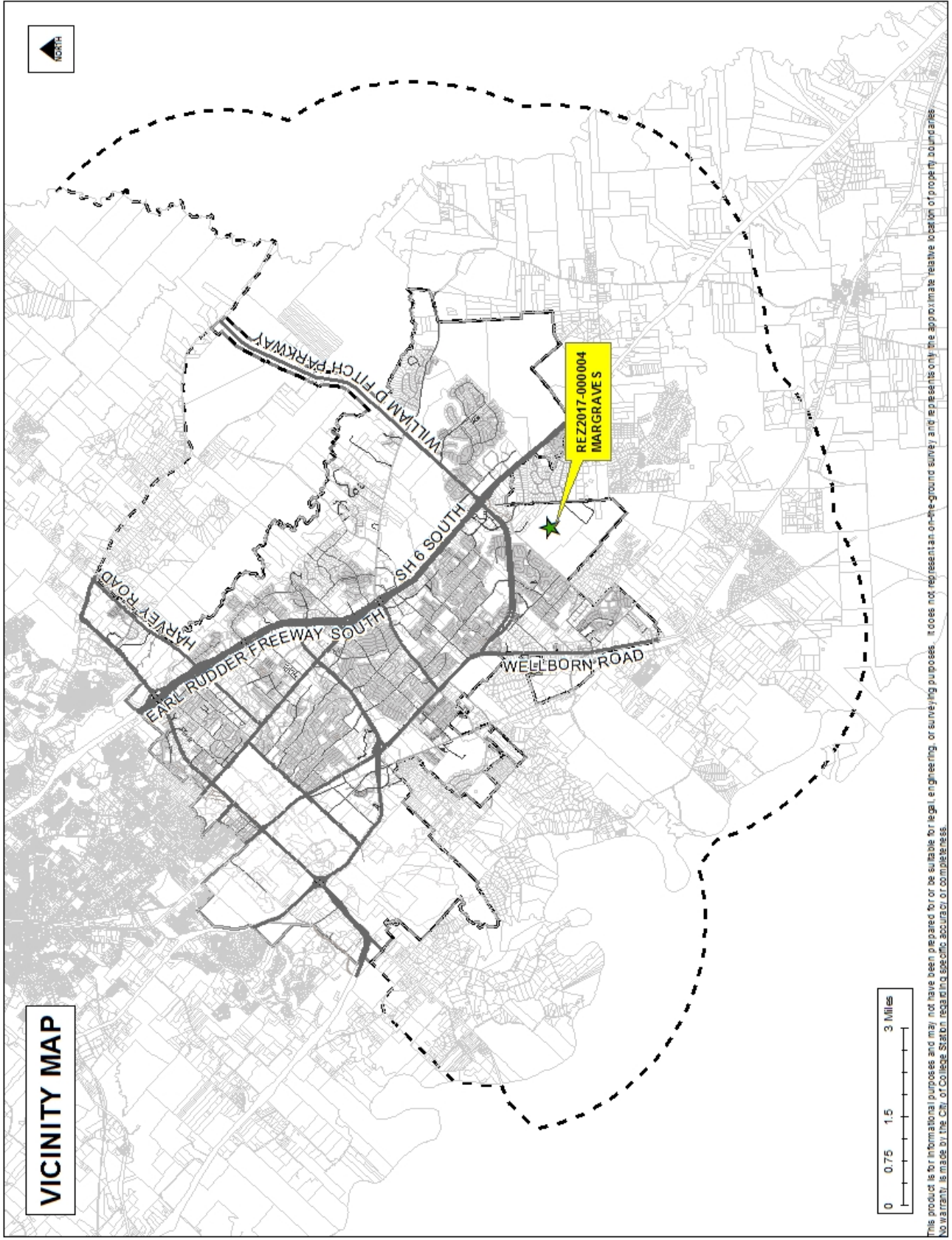
Annexation: November 2002

Zoning: A-O Agricultural Open upon annexation (2002)

Final Plat: Unplatted

Site development: Vacant

VICINITY MAP



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.

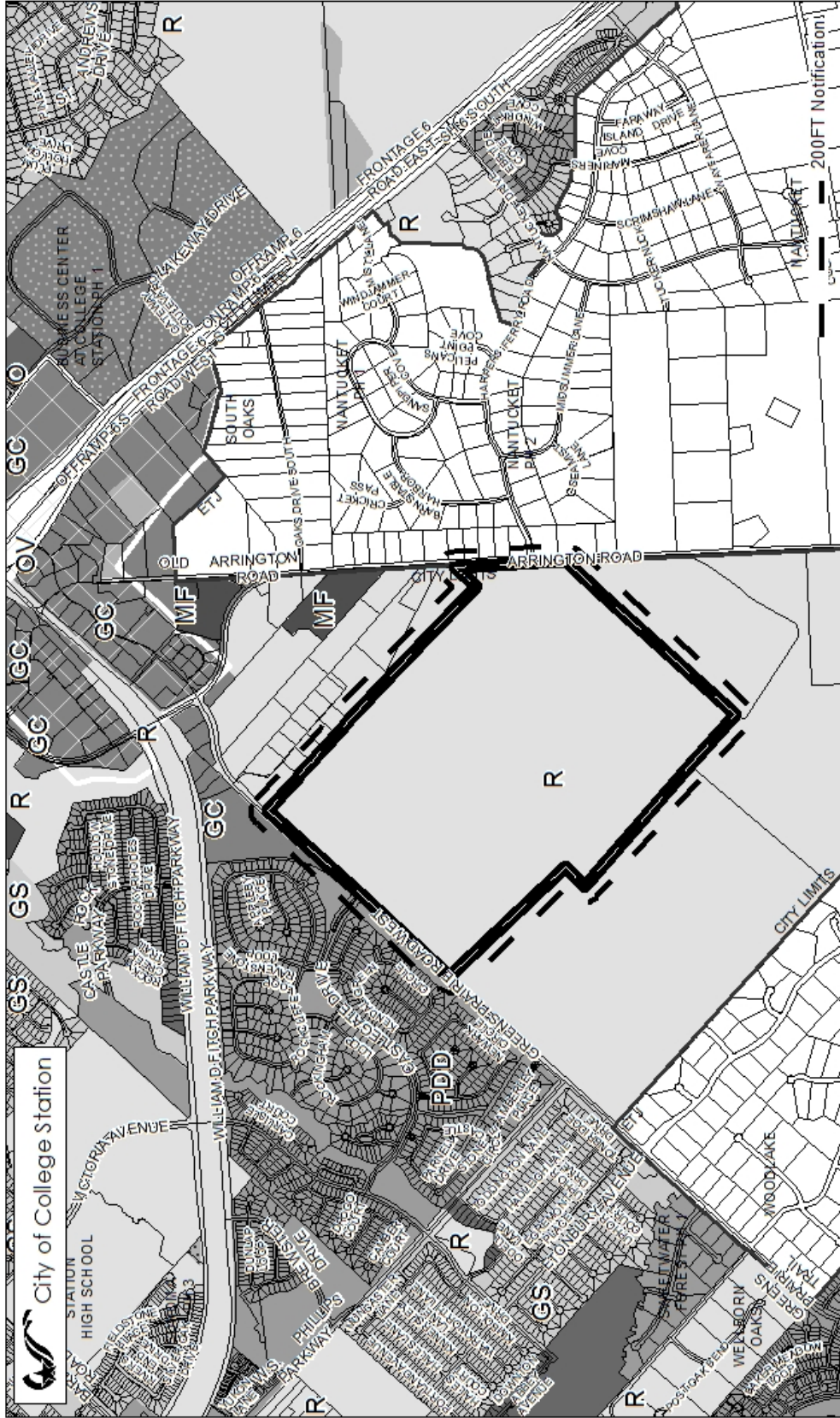


REZONING

Case:
REZ2017-000004

MARGRAVES





ZONING DISTRICTS (in Grayscale)									
Residential	MU	Mixed-Use	CI	Commercial Industrial	Design Districts	Overlay Districts	Retired Districts		
R	Rural	MHP	BP	Business Park	WPC	OV	R-1B	Single Family Residential	
E	Estate		BPI	Business Park Industrial	NG-1	RDD	R-4	Multi-Family	
RS	Restricted Suburban	Non-Residential	C-U	College and University	NG-2	KO	R-6	High Density Multi-Family	
GS	General Suburban	NAP			NG-3	NPO	RD	Research and Dev.	
D	Duplex	O				NCO	M-1	Light Industrial	
T	Townhome	SC				HP	M-2	Heavy Industrial	
MF	Multi-Family	GC							

0 1,700 3,400 Feet

MARGRAVES

Case: REZ2017-000004

REZONING

.ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 12-4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM R RURAL DISTRICT TO RS RESTRICTED SUBURBAN DISTRICT FOR APPROXIMATELY 368.5 ACRES BEING SITUATED GENERALLY EAST OF GREENS PRAIRIE ROAD WEST AND WEST OF ARRINGTON ROAD AND TO THE SOUTH OF WHITES CREEK LANE; 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" and Exhibit "C", attached hereto and made a part of this ordinance for all purposes.
- PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way 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 25th day of May, 2017

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 R Rural to RS Restricted Suburban:

Green Prairie Ranch, Limited
368.57 Acre Tract
A. Babilie Survey, A-75
William Clark Survey, A-101
College Station, Brazos County, Texas

Field notes of a 368.57 acre tract or parcel of land, lying and being situated in the A. Babilie Survey Abstract No. 75 and in the William Clark Survey, Abstract No. 101, College Station, Brazos County, Texas, and being part of the 369.894 acre tract described in the following three instruments:

- Nina Benware Margraves to Green Prairie Ranch, Limited recorded Volume 2747, Page 111, of the Official Records of Brazos County, Texas;
- Nancy Margraves Hoover to Green Prairie Ranch, Limited recorded in Volume 2747, Page 121, of the Official Records of Brazos County, Texas;
- Ross D. Margraves, Jr. to Green Prairie Ranch, Limited recorded in Volume 2747, Page 131, of the Official Records of Brazos County, Texas;

and said 369.894 being more particularly described as follows:

BEGINNING at a ½" iron rod found at a 20" post oak tree fence corner found marking the common corner between the beforementioned 369.894 acre tract and a 10.000 acre tract described in the deed to James R. Saunders recorded in Volume 334, Page 191, of the Deed Records of Brazos County, Texas, said corner being an ell corner of the 369.894 acre tract;

THENCE N 44° 08' 50" E along the common line between the beforementioned 369.894 acre tract and the beforementioned 10.000 acre tract (no fence), for a distance of 361.11 feet to a ½" iron rod and cap set at the lower east corner of the said 10.000 acre tract and in the fenced west line of Arrington Road;

THENCE along the fenced west line of Arrington Road, as follows:

S 00° 01' 11" E	for a distance of 265.25 feet to a 4" creosote post,
S 02° 03' 56" E	crossing a cattle guard entrance for a distance of 154.82 feet to a "T" post,
S 00° 46' 35" E	for a distance of 143.42 feet to a "T" post,
S 00° 38' 22" W	for a distance of 457.47 feet to a 3" cedar post,
S 01° 49' 31" W	for a distance of 393.47 feet to a ½" iron rod and cap set in the common line between the beforementioned 369.894 acre tract and a 300 acre tract described in the deed to Jerry Windham, recorded in Volume 315, Page 734, of the Deed Records of Brazos County, Texas, from which a 6" creosote fence post bears S 01° 50' W – 17.9 feet;

THENCE S 44° 07' 51" W along the common line between the beforementioned 369.894 acre tract and the beforementioned 300 acre tract, adjacent to a fence, for a distance of 2860.99 feet to a ½" iron rod and cap set at the common corner between the said 369.894 acre tract and the 300 acre tract, from which a 10" creosote post fence corner bears S 45° 19' E – 2.1 feet;

THENCE along the common line between the beforementioned 369.894 acre tract lying to the northeast, and the following two tracts lying to the southwest: the beforementioned Windham – 300 acre tract and a 230.13 acre tract described in the deed to Jerry Windham, recorded in Volume 502, Page 672, of the Deed Records of Brazos County, Texas, adjacent to a fence, as follows:

N 45° 19' 13" W	for a distance of 812.20 feet to a ½" iron rod and cap set in the middle of an H-Brace at the common corner between the beforementioned 300 acre tract and the beforementioned 230.13 acre tract,
N 46° 15' 06" W	for a distance of 2021.67 feet to a dead tree fence corner,

Green Prairie Ranch, Limited
 368.57 Acre Tract
 A. Babilie Survey, A-75
 William Clark Survey, A-101
 College Station, Brazos County, Texas
 Continued – Page 2

N 46° 39' 49" E for a distance of 335.77 feet to an 8" creosote post fence corner,
 N 41° 37' 40" W for a distance of 1990.85 feet to a ½" iron rod and cap set at a 10" creosote post fence corner marking the north corner of the said 230.13 acre tract and in the southeast fenced line of Green Prairie Road West;

THENCE along the fenced southeast line of Green Prairie Road, as follows:

N 45° 03' 31" E for a distance of 1610.40 feet to a 4" x 4" fence post at a cattle guard entrance,
 N 43° 52' 23" E for a distance of 1464.25 feet to a ½" iron rod found marking the west corner of a 3.811 acre – Tract Two described in the deed to Jason Storm, recorded in Volume 10460, Page 41, of the Official Records of Brazos County, Texas, and in the northeast line of the beforementioned 369.894 acre tract, from which a 6" creosote post fence corner bears S 35° 06' W – 2.1 feet;

THENCE along the common line between the beforementioned 369.894 acre tract, lying to the southwest, and the following 8 tracts, lying to the northeast:

- the beforementioned Storm – 3.811 acre tract,
- a 1.24 acre – Tract One described in the deed to Jason Storm, recorded in Volume 10460, Page 41, of the Official Records of Brazos County, Texas,
- a 1.45 acre tract described in the deed to Matt Medlock recorded in Volume 699, Page 656, of the Official Records of Brazos County, Texas,
- a 1.46 acre tract described in the deed to Anthony Medlock recorded in volume 7239, Page 22, of the Official Records of Brazos County, Texas, (see Tract One of Volume 1407, Page 250, of the Official Records of Brazos County, Texas, for description),
- a 1.50 acre tract described in the deed to William S. Steele, recorded in Volume 582, Page 682, of the Deed Records of Brazos County, Texas,
- a 1.50 acre tract described in the deed to The Bank of America, N.A., recorded in Volume 11211, Page 29, of the Official Records of Brazos County, Texas,
- the remainder of a 29.476 acre tract described in the deed to James Willard Craig, Jr., recorded in Volume 875, Page 269, of the Official Records of Brazos County, Texas,
- and the beforementioned Saunders – 10.000 acre tract, adjacent to a fence, as follows:

S 44° 28' 16" E for a distance of 52.86 feet to a ½" iron rod and cap set,
 S 47° 00' 17" E for a distance of 202.30 feet to a 12" post oak tree,
 S 46° 40' 49" E for a distance of 145.33 feet to a 3/8" iron rod found,
 S 47° 13' 09" E for a distance of 175.00 feet to a 3/8" iron rod found bent, marking the common corner between the beforementioned Storm – 1.24 acre tract, and the beforementioned Medlock – 1.45 acre tract,
 S 45° 47' 36" E for a distance of 233.06 feet to a ½" iron rod and cap set at the common corner between the beforementioned Medlock – 1.45 acre tract and the beforementioned Medlock – 1.46 acre tract,
 S 46° 13' 04" E for a distance of 233.34 feet to a ½" iron rod and cap set at the common corner between the beforementioned Medlock – 1.46 acre tract and the beforementioned Steele – 1.50 acre tract,
 S 45° 23' 10" E for a distance of 233.20 feet to a 3/8" iron rod found marking the common corner between the beforementioned Steele – 1.50 acre tract and the beforementioned Bank of America – 1.50 acre tract,

Green Prairie Ranch, Limited
368.57 Acre Tract
A. Babilie Survey, A-75
William Clark Survey, A-101
College Station, Brazos County, Texas
Continued – Page 3

S 45° 41' 39" E	for a distance of 164.41 feet to a ½" iron rod and cap set,
S 45° 55' 03" E	for a distance of 74.15 feet to a ½" iron rod found
	marking the common corner between the
	beforementioned Bank of America – 1.50 acre tract and
	the beforementioned Craig – remainder of the 29.476
	acre tract,
S 45° 57' 18" E	for a distance of 762.79 feet to a ½" iron rod found
	marking the common corner between the
	beforementioned Craig remainder of the 29.476 acre
	tract and the beforementioned Saunders – 10.000 acre
	tract,
S 49° 28' 01" E	for a distance of 22.82 feet to a 36" dead tree,
S 46° 02' 52" E	for a distance of 392.37 feet to an 18" post oak tree,
S 45° 11' 38" E	for a distance of 441.53 feet to a 30" dead post oak tree,
S 42° 50' 01" E	for a distance of 675.32 feet to the PLACE OF
	BEGINNING , containing 368.57 acres of land, more or
	less.

Surveyed: September, 2016



By:

S. M. Kling

S. M. Kling
R.P.L.S. No. 2003

EXHIBIT “B”

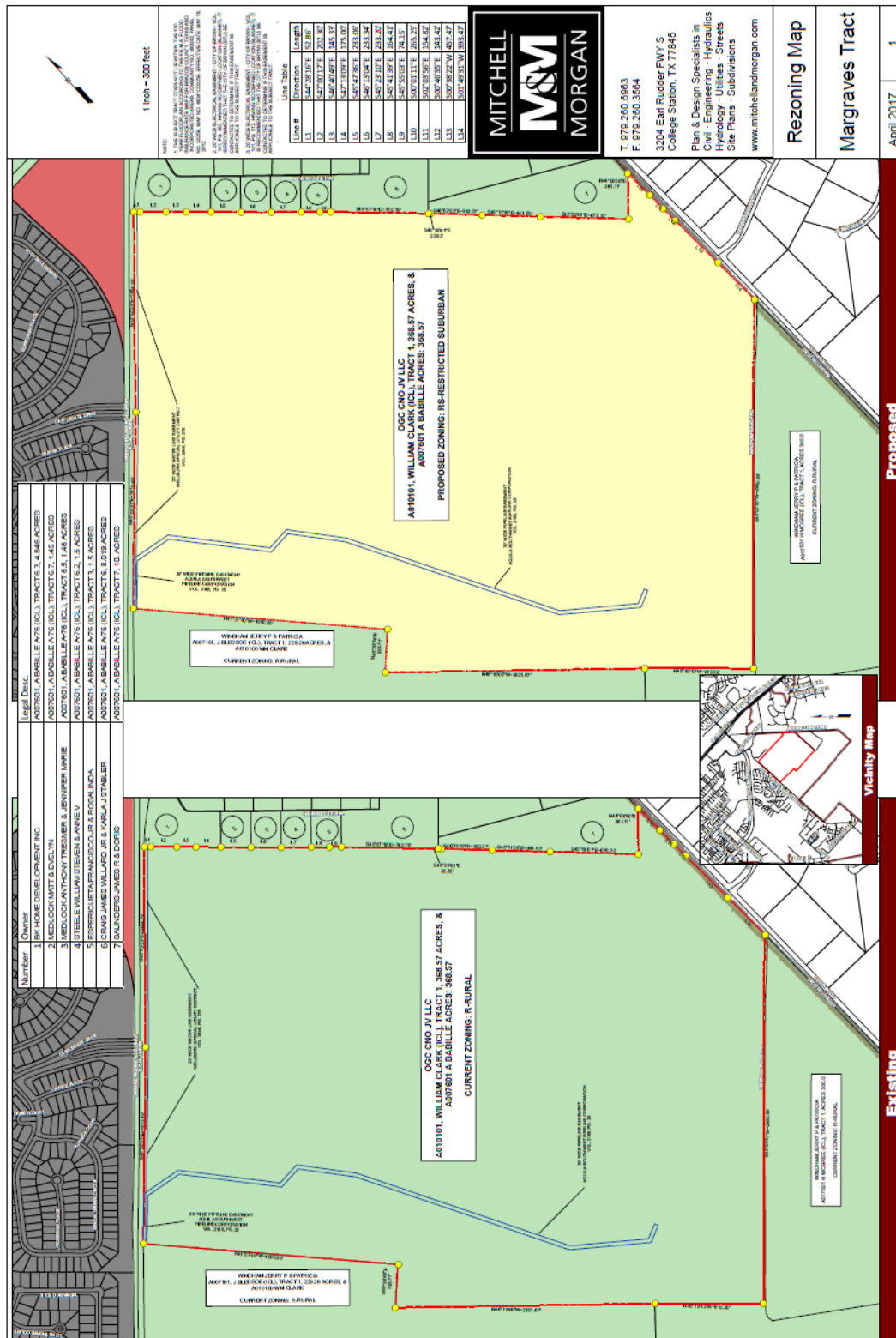
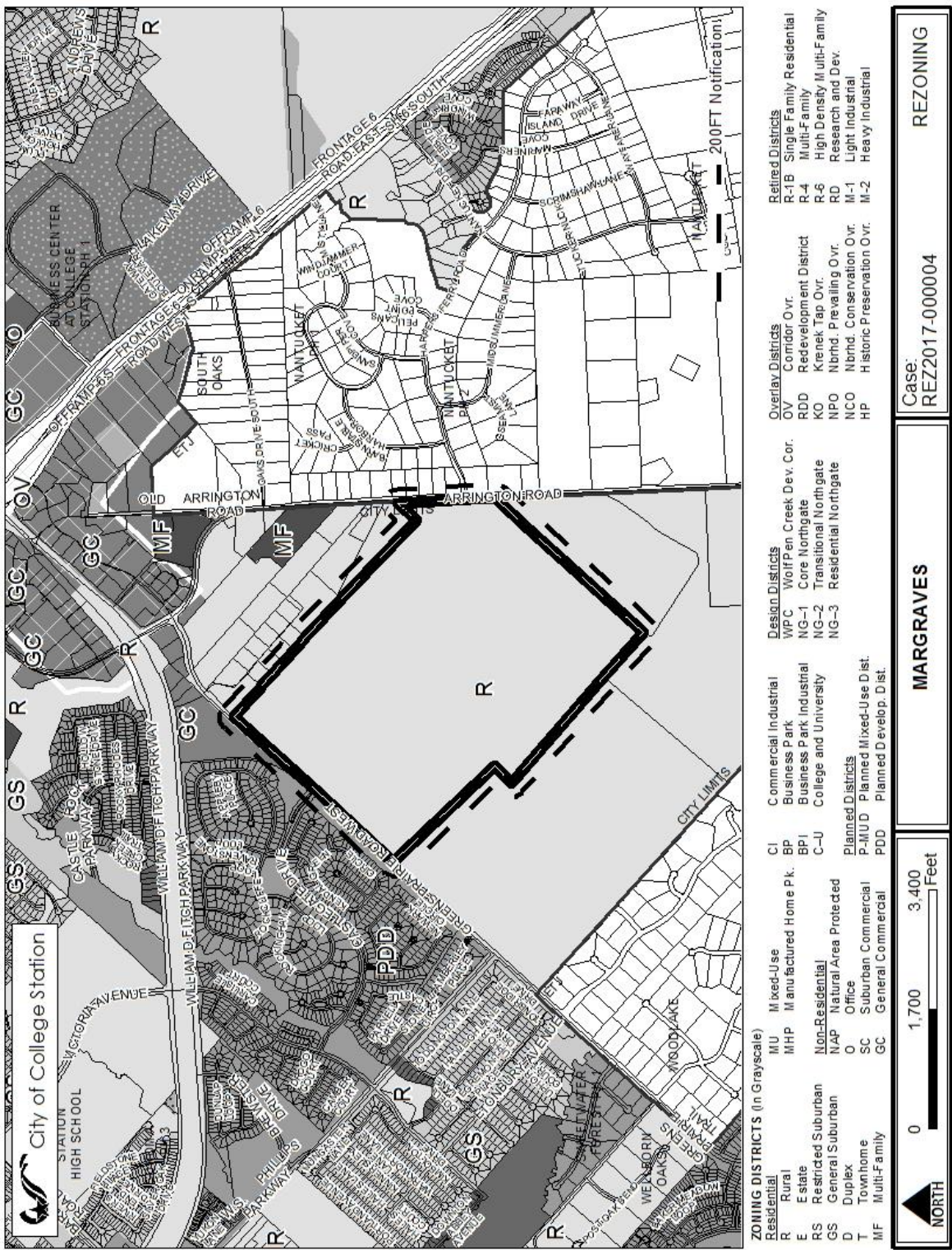


EXHIBIT “C”



Legislation Details (With Text)

File #:	17-0246	Version:	1	Name:	Rezoning Request - HWY 30 Exxon
Type:	Rezoning	Status:		Status:	Agenda Ready
File created:	5/11/2017	In control:		In control:	City Council Regular
On agenda:	5/25/2017	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to GC General Commercial and NAP Natural Areas Protected for approximately 3 acres being the NE half of Block 4, Lot 1 of the Harvey Hillside Subdivision, located at 3500 Harvey Road, generally located east of Copperfield Parkway and Harvey Road. Case #REZ2016-000045.				
Sponsors:	Madison Thomas				
Indexes:					
Code sections:					
Attachments:	Background Information Aerial and Small Area Map Ordinance Hwy 30 Exxon Rezone Exhibit A Hwy 30 Exxon Rezone				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to GC General Commercial and NAP Natural Areas Protected for approximately 3 acres being the NE half of Block 4, Lot 1 of the Harvey Hillside Subdivision, located at 3500 Harvey Road, generally located east of Copperfield Parkway and Harvey Road. Case #REZ2016-000045.

Relationship to Strategic Goals:

- Diverse Growing Economy
- Sustainable City

Recommendation(s): The Planning and Zoning Commission will consider this item on May 18, 2017. Staff recommends approval of the rezoning.

Summary: The applicant has requested a GC General Commercial and NAP Natural Areas Protected rezoning. The GC zoning district includes lands planned for general commercial purposes, including retail sales and service uses that function to serve the entire community and its visitors. The NAP is meant to prohibit development in an area that is environmentally sensitive. The area identified on this site to be rezoned to NAP consists of FEMA Floodplain.

REZONING REVIEW CRITERIA

1. Consistency with the Comprehensive Plan: If the previous request to amend the Comprehensive Plan from Urban to General Commercial and Natural Areas Reserved was approved at the May 11, 2017 City Council meeting, the proposed rezoning of GC General Commercial and NAP Natural Areas Protected is consistent with the Plan.

2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood: The subject area was zoned R Rural upon annexation. It is adjacent to a C-3 Light Commercial zoned property developed as office to the east, and Harvey Road (a future four-lane major arterial) to the north. To the west is undeveloped property zoned Rural upon annexation and to the south, single-family property located in the ETJ. GC General Commercial zoning is compatible with the surrounding property uses.

The Natural Areas Protected zoning designation is for areas that represent a constraint to development, and should be preserved for their natural function. Proposing this designation at the rear of the property creates an additional buffer between the proposed commercial use and the existing single-family home in the ETJ.

3. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment: The subject property is suitable for development as GC General Commercial. This subject area's location is ideal for commercial activity being adjacent to a thoroughfare. The development restrictions of NAP Natural Areas Protected are suitable for the floodplain.

4. Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment: The subject property is currently zoned R Rural. Rural zoning is for large acre single-family lots and agriculture uses, making rural zoning not suitable for this property. Adjacent to Harvey Road, the property would be better suited to allow more intense uses, such as the proposed commercial.

The floodplain at the rear of the property is suitable for the NAP Natural Areas Protected zoning that will restrict development and preserve the floodplain's natural function.

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 area has limited potential for a single family home, due to its close proximity to existing commercial uses and it being adjacent to Harvey Road. The subject area would better function as a commercial use with a preserved floodplain based on its location and surrounding uses

6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use: Water is available to serve this property via an existing 8-inch line along Harvey Road. There is also an adjacent 18-inch sanitary sewer line along the south that may serve this property. With further site development, a PUE will need to be dedicated for the sewer line and the 8" water line will need to be extended along the front of the property, possibly requiring looping. Drainage is mainly to the South within the Carter's Creek Drainage Basin. TXDOT permits will be needed for access along Hwy 30. Drainage and other public infrastructure required with site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines. A TIA is not required since the proposed rezoning will not generate more than 150 vehicle trips during any peak hour period.

Budget & Financial Summary: N/A

Attachments:

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

NOTIFICATIONS

Advertised Commission Hearing Date: May 18, 2017

Advertised Council Hearing Date: May 25, 2017

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:

Crescent Pointe Property Owner's Association

Property owner notices mailed: 10

Contacts in support: None at the time of staff report.

Contacts in opposition: None at the time of staff report.

Inquiry contacts: None at the time of staff report.

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North (Across Harvey Road)	Suburban Commercial	GC General Commercial	Undeveloped
South	Rural	ETJ	Single-family residential
East	Suburban Commercial	C-3 Light Commercial	Commercial
West	Urban	R Rural	Undeveloped

DEVELOPMENT HISTORY

Annexation: 1980

Zoning: A-O upon Annexation (1980)

A-O renamed R Rural (2013)

Final Plat: Harvey Hillside 1967

Site development: Undeveloped



City of College Station

 NORTH	0 145 290 Feet	3500 HARVEY RD	Case: COMP PLAN AMENDMENT CPA2016-000015
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ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, “UNIFIED DEVELOPMENT ORDINANCE,” SECTION 12-4.2, “OFFICIAL ZONING MAP,” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM R RURAL TO GC GENERAL COMMERCIAL & NAP NATURAL AREAS PROTECTED FOR APPROXIMATELY 3.175 ACRES BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, SAID TRACT BEING ALL OF A CALLED 3.18 ACRE TRACT OF LAND AS DESCRIBED AS SECOND TRACT BY A DEED TO MADELEINE PARKER THOMPSON RECORDED IN VOLUME 1245, PAGE 758 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, SAID TRACT BEING A PORTION OF BLOCK 4, HARVEY HILLSIDES ACCORDING TO THE MASTER PLAT RECORDED IN VOLUME 264, PAGE 484 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, AT 3500 HARVEY ROAD, GENERALLY LOCATED NORTH EAST OF THE INTERSECTION OF HARVEY ROAD AND COPPERFIELD PARKWAY, AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Chapter 12, “Unified Development Ordinance,” Section 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”, and Exhibit “C”, attached hereto and made a part of this ordinance for all purposes.
- PART 2:** That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way 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 25th day of May, 2017.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT “A”

That Chapter 12, “Unified Development Ordinance,” Section 4.2, “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from R Rural to GC General Commercial and NAP Natural Areas Protected:

EXHIBIT "B"

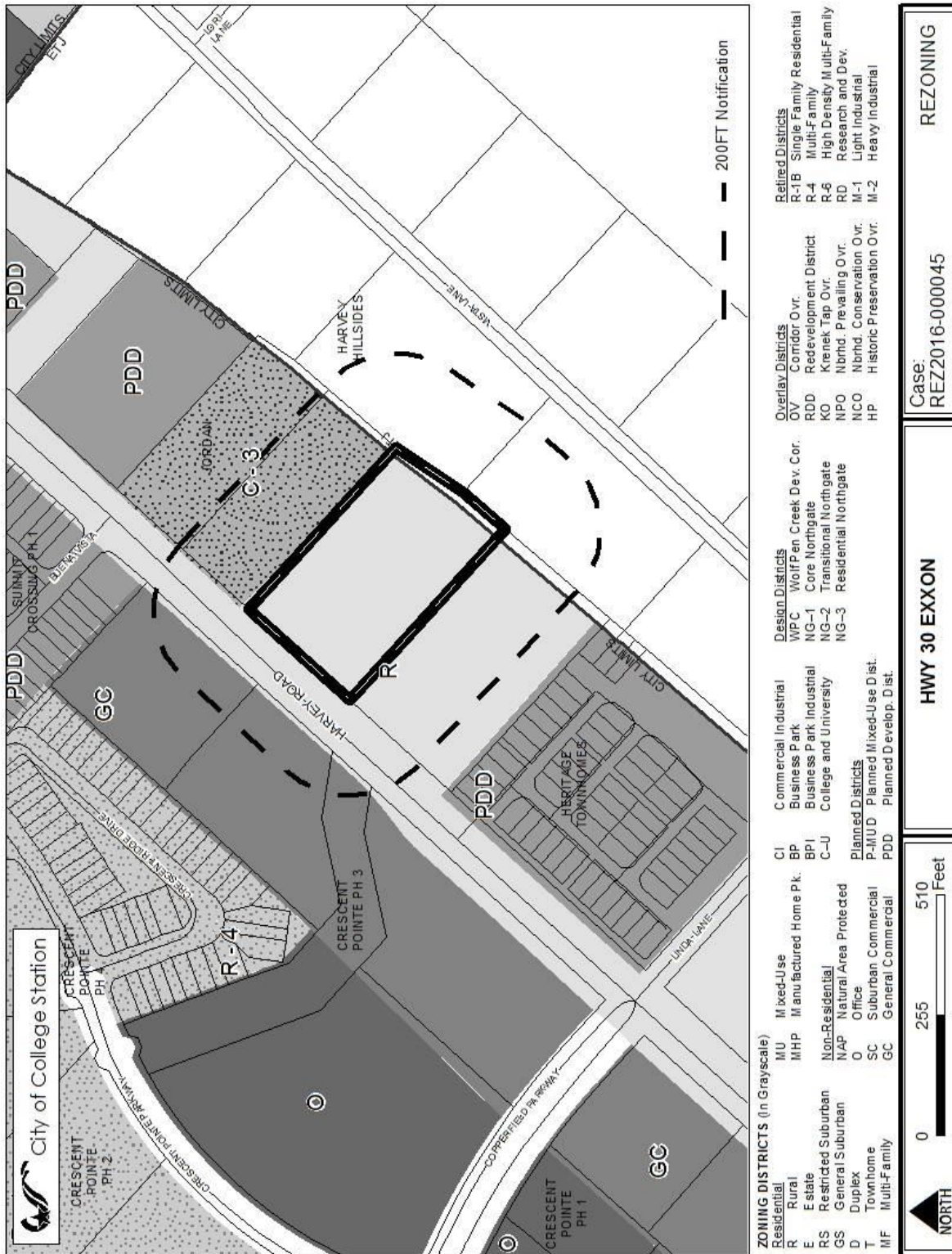
PROPOSED Zoning



EXISTING Zoning



EXHIBIT "C"





METES AND BOUNDS DESCRIPTION

2.200 ACRE TRACT
HARVEY HILLSIDES
COLLEGE STATION, BRAZOS COUNTY, TEXAS

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

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN COLLIER STATION BRADZ COUNTY, TEXAS, SAID TRACT BEING A PORTION OF A CALLED 3.18 ACRE TRACT OF LAND AS DESCRIBED AS SECOND TRACT BY DEED TO MABELINE PARKER THOMPSON RECORDED IN VOLUME 1745, PAGE 758 OF THE OFFICIAL PUBLIC RECORDS OF BRADZ COUNTY, TEXAS.

484 OF THE DEED RECORDS OF BRADZ COUNTY, TEXAS.

[illegible]

REFERENCE: THROUGH SAID 3.18 ACRE TRACT FOR THE FOLLOWING CALLS:
SECTION 46, T47N, R47E, ALONG THE COMMON LINE OF SAID 3.18 ACRE TRACT AND SAID LOT 3 FOR A DISTANCE OF 38.01 FEET; (SEE
DEED NO. 44-294, PAGE 487) TO THE POINT OF BEGINNING, AN IRON ROD FOUND ON THE LONGEST LINE OF LOT 3, BLOCK 2, HARVEY CITIES, BLOCK 2, ACCORDING TO
THE PLAT RECORDED IN VOLUME 263, PAGE 487 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS MARKING THE SOUTH CORNER OF SAID CORNER OF SAID CORNER OF SAID LOT 3
AND THE EAST CORNER OF SAID 3.18 ACRE TRACT BEARS S 47° 41' 12" E FOR A DISTANCE OF 103.63 FEET;

S 49° 52' 30" W FOR A DISTANCE OF 138.46 FEET TO A POINT;
S 65° 56' 18" W FOR A DISTANCE OF 46.38 FEET TO A POINT;
S 61° 49' 10" W FOR A DISTANCE OF 31.25 FEET TO A POINT;

THESE: N 47° 41' 04" W ALONG THE COMMON LINE OF SAID 3.18 ACRE TRACTS FOR A DISTANCE OF 286.32 FEET (BEED CALL: N 44° 41' 59" W 466.93 FEET, 1245/758) TO A 1/2 INCH IRON ROD FOUND ON THE SOUTHEAST LINE OF SAID 3.18 ACRE TRACTS; S 47° 41' 04" W ALONG THE WEST LINE OF SAID 3.18 ACRE TRACTS FOR A DISTANCE OF 191.1 FEET; S 47° 41' 04" W ALONG THE COMMON CORNER OF SAID 3.18 ACRE TRACTS BEARS: S 47° 41' 04" E FOR A DISTANCE OF 191.1 FEET;

THENCE: N 42° 19' 5.1" E ALONG THE SOUTHEAST LINE OF HARVEY ROAD FOR A DISTANCE OF 287.84 FEET (DEED CALL: N 45° 03' 43" E - 288.24 FEET, 1245/755) TO THE POINT OF BEGINNING CONTAINING 2.200 ACRES OF LAND, AS SURVEYED ON THE GROUND OCTOBER 1915, DISTANCES SHOWN HEREIN ARE GRID DISTANCES

METES AND BOUNDS DESCRIPTION

0.975 ACRE TRACT
HARVEY HILLSIDES
COLLEGE STATION, BRAZOS COUNTY, TEXAS

MEETS AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN COLLEGE STATION IN BRAZOS COUNTY, TEXAS, SAID TRACT BEING A PORTION OF A CALLED 3.18 ACRE TRACT OF LAND AS DESCRIBED AS SECOND TRACT BY A DEED TO MALELENE PARKER THOMPSON RECORDED IN VOLUME 1245, PAGE 758 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, SAID TRACT BEING A PORTION OF BLOCK 4, HARLEY HILLSIDES ACCORDING TO THE MASTER PLAN RECORDED IN VOLUME 264, PAGE 94 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

COMMENCING AT A 1 1/2 INCH IRON ROD FOUND (N:10222344.3, E:3566940.67) ON THE SOUTHEAST LINE OF STATE HIGHWAY 30 - (HARNEY AND TROTT LANE) INTERSECTION OF HARNEY AND TROTT LANE, AND PROCEEDING SOUTHWEST ALONG THE WEST LINE OF LOT 3, BLOCK 1, JORDANA SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 2189, PAGE 337, OF THE OFFICIAL PUBLIC RECORDS OF BLACKS COUNTY, GEORGIA, FOR REFERENCE, THE CITY OF COLLEGE STATION, MONUMENT CTS#43-242, BEARS A N¹ 41° 19' 35" E FOR A DISTANCE OF 4546.87 FEET, COORDINATES AND BEARING SYSTEM SHOWN HEREIN ARE ADAMS (1983 STATE PLAT #42, GRID NORTH) BASED ON THE PUBLISHED COORDINATES OF THE CITY OF COLLEGE STATION CONTROL, MONUMENT CTS#4-242 (N:10225758.95, E:3572403.18) AND AS OBSERVED BY GPS OBSERVATION:

THEENCE: S 47° 41' 12" E CONTINUING ALONG S&D COMMON LINE FOR A DISTANCE OF 103.63 FEET TO A 1/2 INCH IRON ROD FOUND OR FOUND OR THE NORTHWEST CORNER OF LOT 14, BLOCK 2, HANSEN HILLSIDES, BLOCK 2, ACCORDING TO THE PLAT RECORDED IN VOLUME 263, PAGE 458 OF THE DEED RECORDS OF BUTTE COUNTY, TEXAS. IRON ROD FOUND MARKING THE SOUTH CORNER OF S&D LOT 14, AND THE EASTERN CORNER OF THE DEED RECORDED IN PLAT CALL: S 44° 53' 55" E - 460.46 FEET TO 5.7 FEET FOR A DISTANCE OF 381.07 FEET (DEEDS 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 8

[illegible]

THENCE: N 47° 41' 04" W ALONG THE COMMON LINE OF SAID 3.18 ACRE TRACTS AND THROUGH SAID BLOCK 4 FOR A DISTANCE OF 191.16 FEET (DEED CALL: N 44° 57' 59" W - 489.93 FEET, 1246/295) TO A POINT, FOR REFERENCE, A 1/2 INCH RAIL ROAD FOUND ON THE SOUTHEAST LINE OF HARVEY ROAD MARKING THE WEST CORNER OF SAID 3.18 ACRE TRACT (SECOND TRACT) AND THE NORTH CORNER OF SAID 3.18 ACRE TRACT (FIRST TRACT) BEARS: N 47° 41' 04" W FOR A DISTANCE OF 298.32 FEET;

N 49° 48' 28" E FOR A DISTANCE OF 26.54 FEET TO A POINT;
N 61° 49' 10" E FOR A DISTANCE OF 31.25 FEET TO A POINT;
N 65° 56' 18" E FOR A DISTANCE OF 46.38 FEET TO A POINT;
N 49° 52' 30" E FOR A DISTANCE OF 138.46 FEET TO A POINT;

N 55° 18' 36" E FOR A DISTANCE OF 53.71 FEET TO THE POINT OF BEGINNING CONTAINING 0.975 OF AN ACRE OF LAND (42,461 SQUARE FEET), AS SURVEYED ON THE GROUND OCTOBER, 2015. DISTANCES SHOWN HEREIN ARE GRID DISTANCES.

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	26.54'	N 49° 48' 28" E
L2	31.25'	N 61° 49' 10" E
L3	46.38'	N 65° 56' 18" E
L4	138.66'	N 49° 52' 30" E
L5	53.71'	N 55° 18' 36" E

Vicinity Map



Legend

_____	Proposed Conditions
_____	Existing Conditions
_____ W-8 _____	Water Line (Size Noted)
_____ S-8 _____	Sanitary Sewer (Size Noted)
_____ AE _____ AE _____	Aerial Electrical
_____	Easement
_____	Property Line
_____	Power Pole
_____  _____	Sewer Manhole
_____  _____	Hydrant
_____  _____	Water Valve

Notes:

1. Current Zoning: R-Rural
2. Proposed Zoning: GC-General Commercial and MAP - Natural Areas Preserved
3. Building Setback lines are per City of College Station U.D.O.
5. This lot is within the 100-yr floodplain according to the Dflum for Brazos County Texas and Incorporated Areas. Map No. 48041C0220F, effective April 02, 2014.

REZONANCE

*Harvey Hillslides
Subdivision
NE half of Block 4, Lot 1
(Pt of)
3.175 Acres
March 2017*

Surveyor:
Kerr Surveying, LLC
409 N. Texas Ave.
Bryan, TX 77803
979-268-3195

Engineer:
 **J4 Engineering**
PO Box 5192
Bryan, TX 77805
979-739-0567
TBPE F-9951

Legislation Details (With Text)

File #:	17-0245	Version:	1	Name:	Public Utility Easement Encroachment – 617 Banks Public Utility Encroachment - 617 Banks Street
Type:	Resolution	Status:			Agenda Ready
File created:	5/11/2017	In control:			City Council Regular
On agenda:	5/25/2017	Final action:			
Title:	Presentation, possible action, and discussion approving a resolution authorizing a License Agreement with Bracol Developers LLC pertaining to the 59 square foot encroachment in to the public utility easement area of a portion of a structure located at Lot 2R, Block 4, Prairie View Heights Subdivision, according to the plat recorded in Volume 13331, Page 121 of the Official Records of Brazos County, Texas.				
Sponsors:	Carol Cotter				
Indexes:					
Code sections:					
Attachments:	1 - Vicinity Map 2 - Location Map 3 - Resolution 4 - Exhibit A - License Agreements 5 - Exhibit A-License Agreement (Survey) 6- Application				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion approving a resolution authorizing a License Agreement with Bracol Developers LLC pertaining to the 59 square foot encroachment in to the public utility easement area of a portion of a structure located at Lot 2R, Block 4, Prairie View Heights Subdivision, according to the plat recorded in Volume 13331, Page 121 of the Official Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation: Staff recommends approval of the resolution granting the license to encroach at 617 Banks Street.

Summary: A southwest wall of the house built at 617 Banks Street extends approximately an average of 1.59 feet into a 10-foot wide Public Utility Easement along the side property line. The encroachment does not conflict with any of the utilities in the easement and consent has been granted by all franchised utilities for the encroachment.

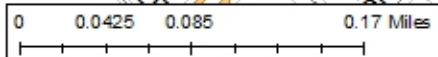
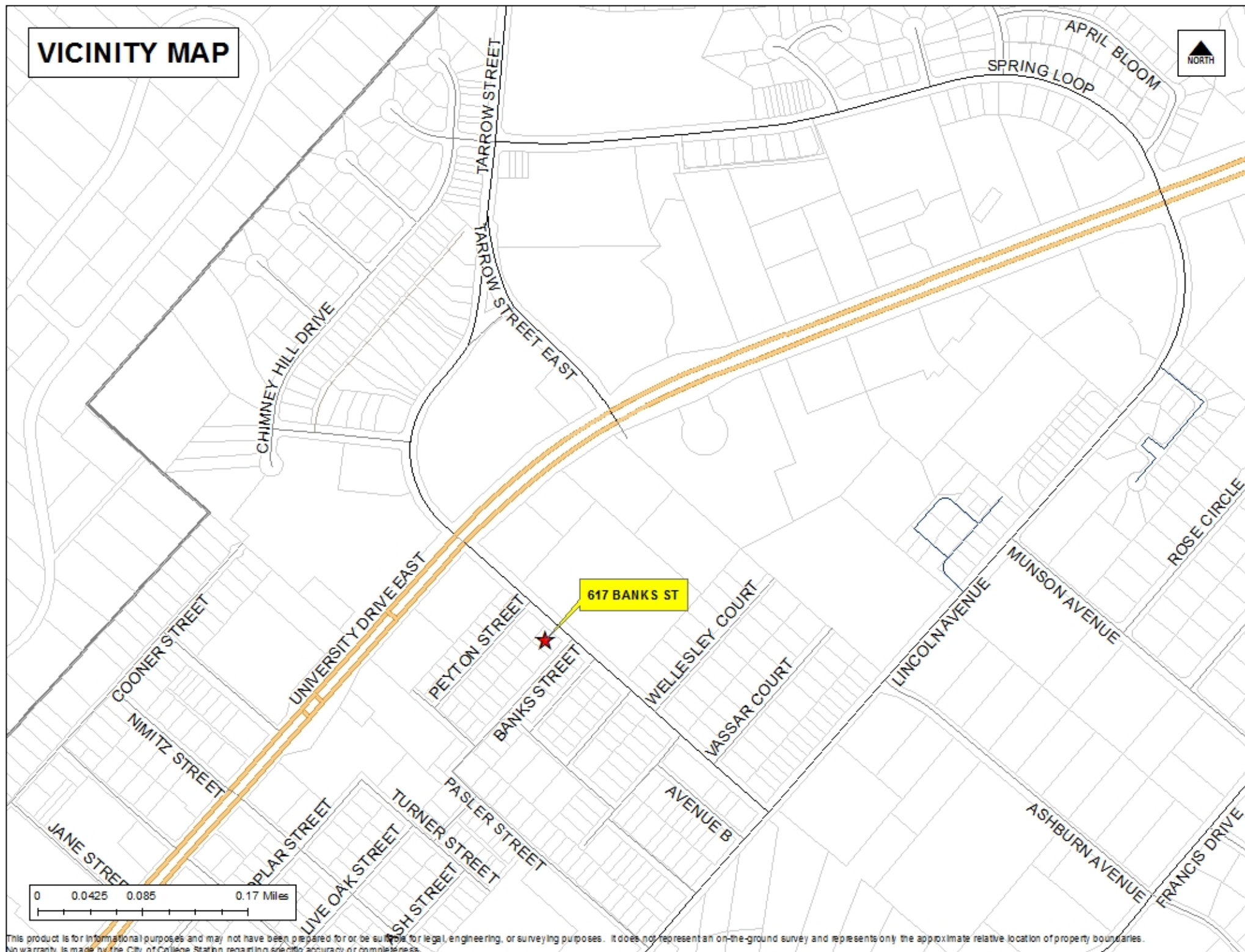
Reviewed and Approved by Legal: Yes

Budget & Financial Summary: N/A

Attachments:

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

VICINITY MAP



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.

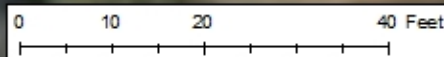
LOCATION MAP



TARROW STREET

BANKS STREET

0.0013 ACRES
OF ENCROACHMENT



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 MAKING CERTAIN FINDINGS OF FACT AND AUTHORIZING THE MAYOR OF THE CITY OF COLLEGE STATION TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF COLLEGE STATION AND APPLICANT, BRACOL DEVELOPERS LLC, PERTAINING TO THE ENCROACHMENT OF A STRUCTURE LOCATED AT LOT 2R, BLOCK 4, PRAIRIE VIEW HEIGHTS SUBDIVISION, MORE COMMONLY KNOWN AS 617 BANKS STREET, INTO THE EASEMENT.

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

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

WHEREAS, in order for a license to be granted by the City Council of the City of College Station, the Council must make certain findings of facts;

WHEREAS, after hearing the application of Bracol Developers LLC to encroach into the easement, the City Council of the City of College Station, finds the following facts:

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

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

1. The fact that the structure was constructed within the easement through no fault of the present property owner and that it is not economically feasible to remove the part of the structure within the easement area does constitute special circumstances and conditions affecting the property which if not take into consideration would deprive the applicant of the reasonable use of his property.
2. The fact that the land use is not likely to change within the foreseeable future and that it is not economically feasible to remove the part of the structure within the easement does provide a basis for granting the license necessary for the preservation and enjoyment of the substantial property right of the applicant.
3. The fact that the use of the easement area by the property owner does not interfere with the utilities or access to the utilities and is not detrimental to the public health, safety or welfare or injurious to the property in the area; and

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

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

I.

That the Mayor is hereby authorized to execute on behalf of the City of College Station a License Agreement with Bracol Developers LLC pertaining to the encroachment of a portion of a structure located at Lot 2R, Block 4, Prairie View Heights Subdivision, more commonly known as 617 Banks Street into the easement area. The terms of said License Agreement are as set forth in the form which is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes.

II.

That this resolution shall be effective immediately upon adoption.

PASSED and APPROVED this _____ day of _____, 2017.

ATTEST:

APPROVED:

SHERRY MASHBURN
City Secretary

KARL MOONEY
Mayor

APPROVED:

City Attorney

LICENSE AGREEMENT

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

That the City of College Station (hereinafter referred to as "LICENSOR"), acting through the undersigned official who is so empowered by resolution of the City Council to so act in consideration of the agreement made herein by Bracol Developers LLC (hereinafter referred to as "LICENSEE"), owner of Lot 2R, Block 4, Prairie View Heights Subdivision, College Station, Texas, according to the plat recorded in Volume 13331, Page 121 of the Official Records of Brazos County, Texas, hereby grants a license to the said LICENSEE to permit a portion of a structure located on a portion of Lot 2R, Block 4, Prairie View Heights Subdivision, College Station, Texas, to encroach upon the easement, as shown on Exhibit "A" attached hereto and incorporated herein by reference for all purposes, owned and occupied by the City of College Station, Brazos County, Texas, but such improvements shall be at all times under and not in contact with any electric, water, sewer, or other utility, or equipment, or interfere in any way with such utility, including any drainage structures which are servicing the improvements and other property, and subject to the following terms and conditions:

Neither the granting of the license, nor any related permit, constitutes an abandonment by LICENSOR of its property, easement or easements, or any other rights in and to the above-described property. LICENSEE expressly stipulating and agreeing by LICENSEE's acceptance of this license that LICENSEE neither asserts nor claims any interest or right of any type or nature whatsoever, legal, equitable or otherwise in or to LICENSOR's property.

LICENSEE hereby expressly covenants, stipulates and agrees, without limitation, to indemnify and defend the LICENSOR and hold it harmless from any and all liability, claim, cause of action, and cost, including attorneys' fee, and including any acts or omissions of the LICENSOR, its officers, agents, and employees, which may grow out of or be attributable to the granting by the LICENSOR of said license and any supplemental license which may hereafter be issued in connection herewith including any inspections which may be conducted in connection with or pursuant to said license or any supplemental license.

LICENSEE, at its own expense, shall restore or cause to be restored the subject property to as good a condition as existed prior to construction of the improvements which are the subject of this License Agreement. LICENSEE shall pay all costs of relocation of any public utilities or facilities that may be incurred as a result of the proposed construction or actual construction.

LICENSEE agrees to comply with all laws and ordinances in the construction and maintenance of said improvements.

LICENSOR retains the right, but not the obligation, to enter upon the land to which this license applies and at LICENSEE's expense to remove any structure or improvements or alterations thereon upon the determination by LICENSOR that such removal is necessary for exercising LICENSOR's rights or duties in regard to said easement, or for protecting persons or property, or public interest in regard to said easement.

This license, until its expiration or revocation, shall run with the title to the above-described real property, and the terms and conditions hereof shall be binding upon subsequent owners or holders thereof. LICENSEE shall cause any immediate successors in interest to have factual notice of this License Agreement.

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

This license is revocable by the LICENSOR upon the occurrence of any of the following conditions or events:

- A. LICENSEE or its successors or assigns have failed to comply with the terms of the granting of the license; or
- B. The improvements located thereon or any portion of them interfere with the rights of the LICENSOR or the public in or to LICENSOR's property; or
- C. The use of the licensed area becomes necessary for a public purpose; or
- D. Said improvements or a portion of them constitute a danger to the public which is not remediable by maintenance or alteration of the said improvements; or

- E. Said improvements or a portion of them have expanded beyond the scope of the license; or
- F. Maintenance or alteration necessary to alleviate danger to the public has not been made within a reasonable time after the dangerous condition has arisen.

This license shall be effective upon the acceptance of the terms hereof by the LICENSEE, as indicated by the signature of LICENSEE.

The license shall be filed of record in the Official Records of the County Clerk of the Brazos County Courthouse.

APPROVED this the _____ day of _____, 2017.

APPROVED:

BRACOL DEVELOPERS LLC,
LICENSEE

APPROVED:

CITY OF COLLEGE STATION,
LICENSOR

BY: _____
BRACOL DEVELOPERS LLC

BY: _____
KARL MOONEY, Mayor

ATTEST:

SHERRY MASHBURN, City Secretary

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2017, by _____, as Mayor of the City of College Station, a Texas Municipal Corporation, on behalf of said Corporation.

Notary Public in and for
the State of T E X A S

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2017, by _____ as _____ of _____, on behalf of said _____.

Notary Public in and for the State of Texas

**ENCROACHMENT
METES AND BOUNDS DESCRIPTION
OF A 0.0013 ACRES
RICHARD CARTER LEAGUE
BRAZOS COUNTY, TEXAS**

Being a tract of land containing 0.0013 acres, out of the Richard Carter League, Brazos County, Texas, also being out of Lot 2R, Block 4(Lot 2R) of Prairie View Heights, a subdivision recorded in Volume 13331, Page 121 of the Brazos County Official Records (B.C.O.R.), the said 0.0013 acres being a building encroachment into an existing 10 foot public utility easement (10' P.U.E.), as shown on the Plat of Survey prepared by Carlomagno Surveying, and having a file name of 17082.dwg, the said 0.0013 acres tract being more particularly described as follows:

COMMENCING at a 5/8" iron rod with an orange plastic cap marked "Carlomagno RPLS 1562" set for the south corner of the said Lot 2R, also being a point along the northwest right-of-way line of Banks Street, a 40' right-of-way, also being the east corner of Lot 3 Block 4 of Prairie View Heights, a subdivision recorded in Volume 128, Page 516 of the Brazos County Deed Records (B.C.D.R.);

THENCE crossing the said Lot 2R, North 32°39'07" West, a distance of 32.53 feet to a point for the **PLACE OF BEGINNING**, also being the south corner of a two story wood house (House), also being a point located within the said 10' P.U.E., also being a point within the said Lot 2R;

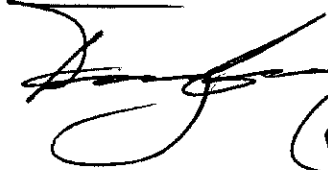
THENCE crossing the said Lot 2R, the following calls and distances:

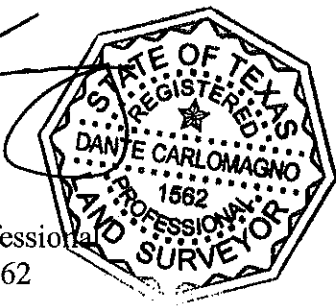
North 47°29'02" West, a distance of 37.04 feet to a point for the west corner of this tract, also being the west corner of the said House;

North 42°24'28" East, a distance of 1.55 feet to a point for the north corner of this tract;

South 47°34'58" East, a distance of 37.05 feet to a point for the east corner of this tract;

South 42°47'21" West, a distance of 1.62 feet to the **PLACE OF BEGINNING** containing 59 square feet or 0.0013 acres.

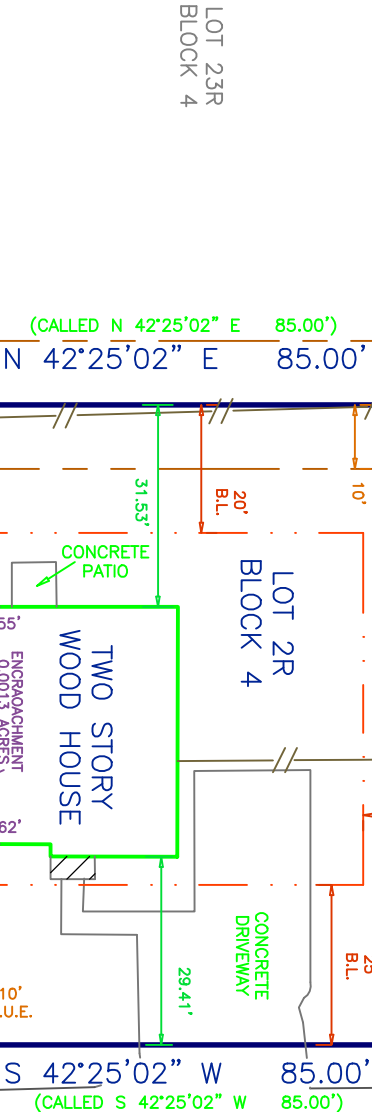

Dante Carlomagno
Texas Registered Professional
Land Surveyor No. 1562
April 20, 2017
17082-Encroachment.doc





TARROW STREET
(70' R.O.W.)

CONCRETE SIDEWALK 1/2" IRON ROD FOUND FOR
REFERENCE BEASR: (CALLED S 47°34'58" E 100.00')
S 89°25'56" W 1.03'



BANKS STREET
(40' R.O.W.)

LOT 22
BLOCK 4

LOT 3
BLOCK 4

File Name: 17082.dwg
Survey Date: 04/12/2017
Plot Date: 04/17/2017
Revised: 04/21/2017 (encroachment)

SURVEY LEGEND

- SUBJECT PROPERTY LINE
- ELECTRICAL LINE
- CHAINLINK FENCE
- WOOD FENCE
- BARBWARE FENCE
- DRAINAGE EASEMENT
- ELECTRICAL EASEMENT
- RIGHT-OF-WAY EASEMENT
- UTILITY EASEMENT
- ORDNANCE BUILDING LINE
- PLATTED BUILDING LINE
- RESTRICTION BUILDING LINE
- 5/8" IRON ROD FOUND
- 1/2" IRON ROD WITH ORANGE PLASTIC CAP
- MARKED "CARLOMAGNO - RPLS 1562" SET
- COVERED CONC.
- METER
- WATER VALVE
- FIRE HYDRANT
- ELECTRIC METER
- POWER POLE
- TRANSFORMER
- GAS METER
- PROPANE TANK
- SANITARY MANHOLE
- STORM MANHOLE
- SEPTIC TANK
- TELEPHONE PEDESTAL

Survey Notes:

1). The bearing basis of this survey are iron rods found along the southwest right-of-way line of Tarrow Street.

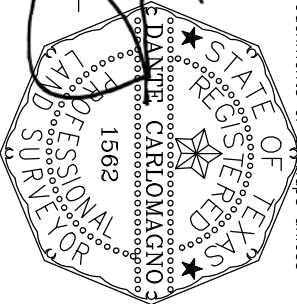
2). Drawing Scale is 1"=30'

3). Technician: S.Peevey, Field Crew: J.A.

4). Said lot does not appear to be under the 100 year flood plain, as identified by the Federal Emergency Management Agency on Community Panel No. 48041C0215F, Dated: April 2, 2014.

I, Dante Carlomagno, Registered Professional Land Surveyor No. 1562, do hereby certify that the above survey is a true and accurate representation of an actual on the ground survey made under my supervision and that there are no encroachments or overlaps unless otherwise shown.

Dante Carlomagno
Registered Professional
Land Surveyor, Number 1562



PLAT OF SURVEY

LOT No.: TWO-R (2R)
BLOCK No.: FOUR (4)
SUBDIVISION: PRAIRIE VIEW HEIGHTS, 13331/121
STREET ADDRESS: 617 BANKS STREET
CITY: COLLEGE STATION COUNTY: BRAZOS
SURVEYED FOR: GUIDANCE PROPERTIES, LLC
TITLE CO: UNIVERSITY TITLE GF# 171102

Carlomagno Surveying, Inc.
2714 Finfeather Road, Bryan, Texas 77801
PHONE: (979)775-2873 FAX: (979)775-4787
Firm No. 100348-00 www.CarlomagnoSurveying.com

BLANKET EASEMENT
RECORDED IN:
VOL. 98, PG. 220
EASEMENTS RECORDED IN:
VOL. 13331, PG. 121

PROCEDURE FOR A LICENSE TO ENCROACH UPON A PUBLIC UTILITY EASEMENT

- A. An application for a License to Encroach upon a public utility easement by the City of College Station must be made pursuant to the procedure described below in order to get a request before the City Council. The application should insure that all stipulations and instructions outlined herein have been complied with prior to submission of the final application for action by the City Council of the City of College Station.
1. Application required
Attached to this information sheet is an application form for encroachment upon a public utility easement.
 2. Submission deadline
The application must be completed and returned to the Planning and Development Services Department. The Planning and Development Services Department will circulate the application among the various City departments for review and approval. After all City departments have executed the application, the Engineering Department will place the application on the next Council agenda. The City Council holds regular sessions on the second and fourth Thursdays of the month at 7:00 p.m. An applicant may attend the meeting, if desired. The item will be presented by the staff. After Council consideration of the request, the applicant will be notified of the action taken by the Council relative to the encroachment request.
 3. Exhibits
 - a. Exhibit No. 1
You must provide, attached to the application, two sealed copies of the metes and bounds description of that portion of the public utility easement sought to be encroached upon, prepared by a Registered Public Surveyor. Please note, an employee of the Engineering Department, by law, cannot prepare legal descriptions for you.
 - b. Exhibit No. 2
You must provide, attached to the application, two copies of a plat or detailed sketch of the easement proposed to be encroached upon. Again, this item is most easily furnished by a licensed land surveyor. It must clearly show the surrounding areas to the nearest streets in all directions, abutting lots, and the block or blocks in which the area sought to be encroached upon is located. It shall also show the names of the record owners of the lots abutting the area sought to be encroached.
 - c. Exhibit No. 3
Exhibit No. 3 must be executed by the various utility companies shown. As applicant you are responsible for circulating the application and securing the signatures of the authorized representatives.
 - d. Exhibit No. 4
Exhibit No. 4 must be executed by the various City of College Station staff. The Planning and Development Services Department will be responsible for circulating the application amongst the City departments.
 - e. Exhibit No. 5
Exhibit No. 5 constitutes the consent of the abutting property owners (other than the applicant) to the encroachment. The full names, addresses and signatures are required for all who consent to the requested encroachment. The names and addresses of those who cannot be contacted should appear under Item No. 6 on with the appropriate explanation made.
- B. In the preparation of your application, should you encounter any problems or have questions, the answers to which you are unable to find in this information sheet, please do not hesitate to contact the Planning and Development Services Department for assistance.
- C. By Council Resolution No. 8-23-01-11.6, the fee for an application has been set at \$757.00, which is non-refundable. Applications are reviewed for completeness within ten (10) days of the application deadline. If incomplete, the applicant will be notified of the information needed to complete the application. If the application is not completed within forty-five (45) days of the original submittal being deemed incomplete, the application will expire and the application fee forfeited.

FOR OFFICE USE ONLY

CASE NO.: _____

DATE SUBMITTED: _____

TIME: _____

STAFF: _____

LICENSE TO ENCROACH APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS:

- ☒ \$810 License to Encroach Application Fee.
- ☒ Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☒ All exhibits processed (except for Exhibit No. 4 which will be processed by staff).

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

617 BANKS COLLEGE STATION TX

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

Name CHARLIE HARPER E-mail CHARPER@BLUESTONE.WSStreet Address 318 N BRYANCity BRYAN State TX Zip Code 77803Phone Number 979-703-6179 Fax Number _____

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

Name BRADOL DEVELOPERS E-mail MAMACHADO20@HOTMAIL.COMStreet Address: 5719 HEART PINE WAYCity KATY State TX Zip Code 77494Phone Number 832-602-6089 Fax Number _____

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

Signature and title

Date

4/17/17

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

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

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

Name NONE - THE AREA IS ON THE INTERIOR OF THIS LOT E-mail _____

Street Address SO NO ABUTTING PROPERTIES

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

7. That there are special circumstances or conditions affecting the property involved such that the strict enforcement of encroachment policies would deprive the applicant of the reasonable use of his property.

THE HOUSE IS ALREADY CONSTRUCTED, IS NOT DEPRIVING ACCESS TO THE PVE THAT IS THERE

8. That the license is necessary for the preservation and enjoyment of the substantial property right of the applicant.

THE LICENSE IS REQUIRED FOR THE SALE OF THE PROPERTY

9. That the utilization of the easement area for the access to and the operation of utilities, including drainage, will not be impaired.

THE EASEMENT CAN BE USED AT ANY TIME TO ACCESS ANY UTILITIES

10. That the granting of the license will not be detrimental to the public health, safety, or welfare or injurious to another party in the area.

THE WELFARE OF THE PUBLIC IS NOT HINDERED BY THE LOCATION OF THE HOUSE RELATIVE TO PVE

11. Such public utility easement has been and is being used as follows:

THE UTILITY EASEMENT HAS NOTHING RUNNING THROUGH IT ON THE PROPERTY

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

Signature and title

Date

4/20/17

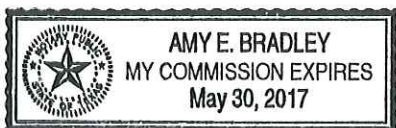
STATE OF TEXAS

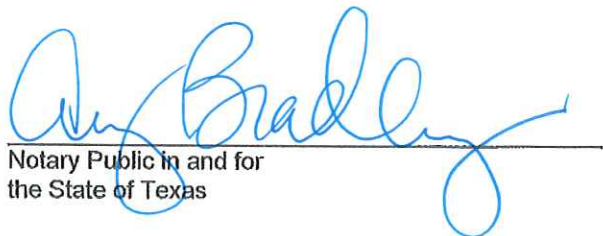
§
§
§

ACKNOWLEDGEMENT

COUNTY OF BRAZOS

Subscribed and sworn to before me, a Notary Public, this 20th day of April, 2017 by Marcos Machado.




Notary Public in and for
the State of Texas

Application for License to
Encroach a Public Utility Easement

Location: 617 BANKS, COLLEGE STATION, TX

EXHIBIT NO. 1

Attached is a sealed copy of the metes and bounds description of that portion of the public utility situated in

LOT 2R BLOCK 4, PRAIRIE VIEW HEIGHTS, Vol 13331, PG 121
Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be encroached upon.

**ENCROACHMENT
METES AND BOUNDS DESCRIPTION
OF A 0.0013 ACRES
RICHARD CARTER LEAGUE
BRAZOS COUNTY, TEXAS**

Being a tract of land containing 0.0013 acres, out of the Richard Carter League, Brazos County, Texas, also being out of Lot 2R, Block 4(Lot 2R) of Prairie View Heights, a subdivision recorded in Volume 13331, Page 121 of the Brazos County Official Records (B.C.O.R.), the said 0.0013 acres being a building encroachment into an existing 10 foot public utility easement (10' P.U.E.), as shown on the Plat of Survey prepared by Carlomagno Surveying, and having a file name of 17082.dwg, the said 0.0013 acres tract being more particularly described as follows:

COMMENCING at a 5/8" iron rod with an orange plastic cap marked "Carlomagno RPLS 1562" set for the south corner of the said Lot 2R, also being a point along the northwest right-of-way line of Banks Street, a 40' right-of-way, also being the east corner of Lot 3 Block 4 of Prairie View Heights, a subdivision recorded in Volume 128, Page 516 of the Brazos County Deed Records (B.C.D.R.);

THENCE crossing the said Lot 2R, North 32°39'07" West, a distance of 32.53 feet to a point for the **PLACE OF BEGINNING**, also being the south corner of a two story wood house (House), also being a point located within the said 10' P.U.E., also being a point within the said Lot 2R;

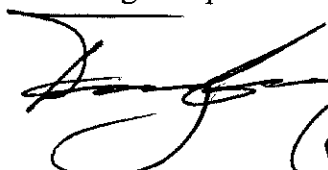
THENCE crossing the said Lot 2R, the following calls and distances:

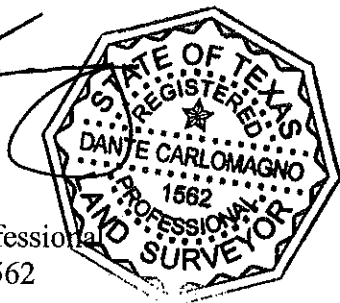
North 47°29'02" West, a distance of 37.04 feet to a point for the west corner of this tract, also being the west corner of the said House;

North 42°24'28" East, a distance of 1.55 feet to a point for the north corner of this tract;

South 47°34'58" East, a distance of 37.05 feet to a point for the east corner of this tract;

South 42°47'21" West, a distance of 1.62 feet to the **PLACE OF BEGINNING** containing 59 square feet or 0.0013 acres.


Dante Carlomagno
Texas Registered Professional
Land Surveyor No. 1562
April 20, 2017
17082-Encroachment.doc



Application for License to
Encroach a Public Utility Easement

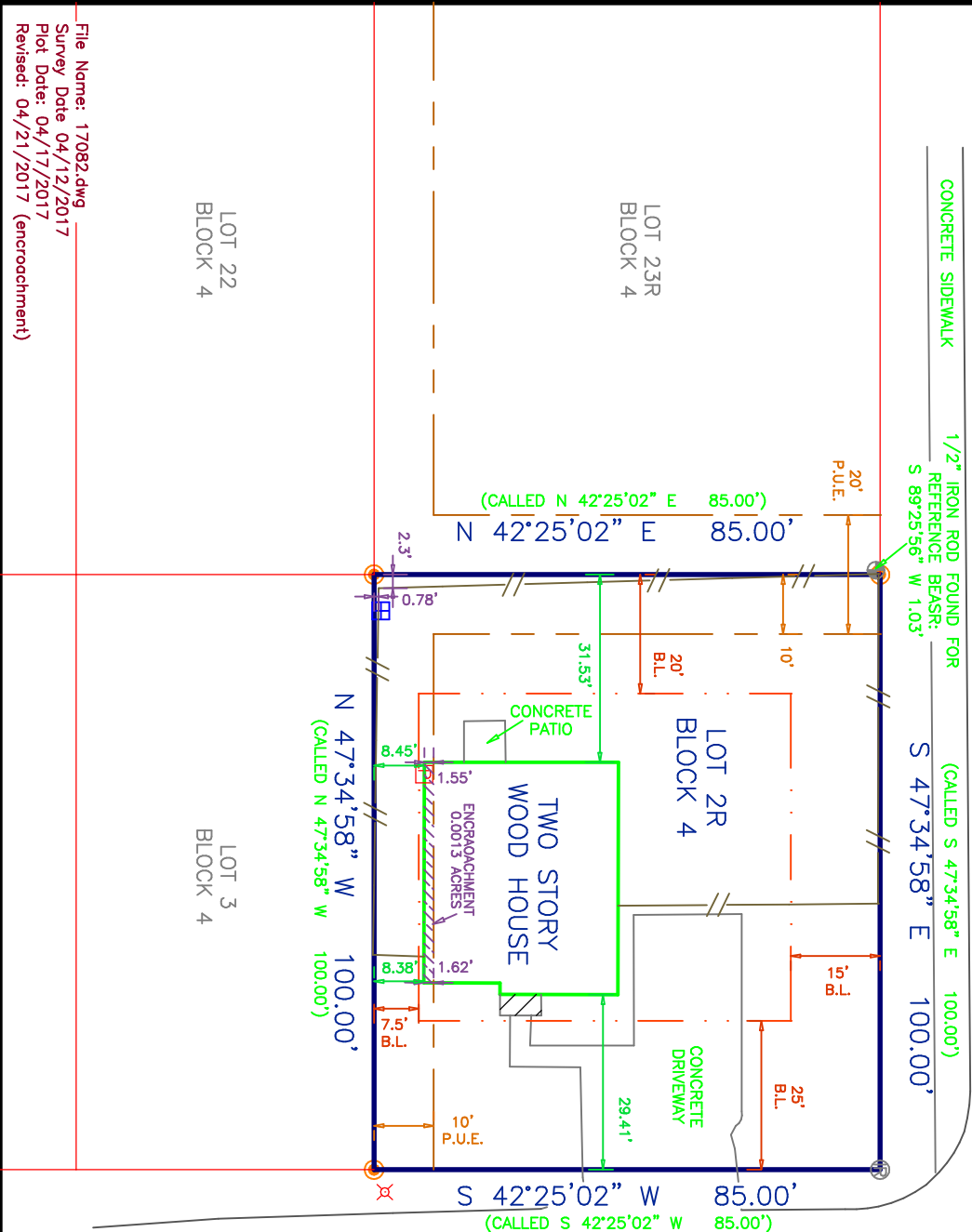
Location: 617 BANKS, COLLEGE STATION, TX

EXHIBIT NO. 2

Attached are two copies of a plat or detailed sketch of the public utility easement sought to be encroached upon in the above- mentioned application, showing the surrounding area to the nearest streets in all directions, abutting lots, the block or blocks in which the portion of the public utility easement sought to be encroached upon is situated, and the addition or subdivision in which the portion of the public utility easement sought to be encroached upon is situated. Also, the names of record owners of the abutting lots are shown.



TARROW STREET
(70' R.O.W.)



BANKS STREET
(40' R.O.W.)

BLANKET EASEMENT
RECORDED IN:
VOL. 98, PG. 220
EASEMENTS RECORDED IN:
VOL. 13331, PG. 121

SURVEY LEGEND

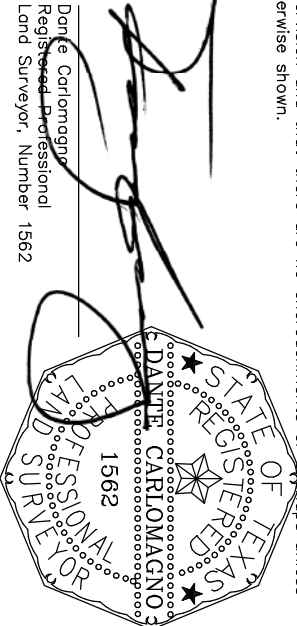
- SUBJECT PROPERTY LINE
- ELECTRICAL LINE
- CHAINLINK FENCE
- WOOD FENCE
- BARBWARE FENCE
- DRAINAGE EASEMENT
- ELECTRICAL EASEMENT
- RIGHT-OF-WAY EASEMENT
- UTILITY EASEMENT
- ORDNANCE BUILDING LINE
- PLATTED BUILDING LINE
- RESTRICTION BUILDING LINE
- 5/8" IRON ROD FOUND
- 1/2" IRON ROD WITH ORANGE PLASTIC CAP
- 5/8" IRON ROD WITH ORANGE PLASTIC CAP
- MARKED "CARLOMAGNO - RPLS 1562" SET
- COVERED CONC.
- METER
- WATER VALVE
- FIRE HYDRANT
- ELECTRIC METER
- POWER POLE
- TRANSFORMER
- GAS METER
- PROPANE TANK
- SANITARY MANHOLE
- STORM MANHOLE
- SEPTIC TANK
- TELEPHONE PEDESTAL

Survey Notes:

- The bearing basis of this survey are iron rods found along the southwest right-of-way line of Tarrow Street.
- Drawing Scale is 1"=30'
- Technician: S.Peevey, Field Crew: J.A.

4). Said lot does not appear to be under the 100 year flood plain, as identified by the Federal Emergency Management Agency on Community Panel No. 48041C0215F, Dated: April 2, 2014.

I, Dante Carlomagno, Registered Professional Land Surveyor No. 1562, do hereby certify that the above survey is a true and accurate representation of an actual on the ground survey made under my supervision and that there are no encroachments or easements otherwise shown.



PLAT OF SURVEY

LOT No.: TWO-R (2R)
BLOCK No.: FOUR (4)
SUBDIVISION: PRAIRIE VIEW HEIGHTS, 13331/121
STREET ADDRESS: 617 BANKS STREET
CITY: COLLEGE STATION COUNTY: BRAZOS
SURVEYED FOR: GUIDANCE PROPERTIES, LLC
TITLE CO: UNIVERSITY TITLE GF# 171102

Carlomagno Surveying, Inc.
2714 Finfeather Road, Bryan, Texas 77801
PHONE: (979)775-2873 FAX: (979)775-4787
Firm No. 100348-00 www.CarlomagnoSurveying.com

File Name: 17082.dwg
Survey Date: 04/12/2017
Plot Date: 04/17/2017
Revised: 04/21/2017 (encroachment)

Application for License to
Encroach a Public Utility Easement

Location: 617 BANKS, COLLEGE STATION, TX

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public utility easement sought to be encroached upon in the Application for License to Encroach above referred to, do hereby consent to the encroachment of the described portion thereof.

ATMOS ENERGY

By: 
Title: project specialist

VERIZON TELEPHONE COMPANY

By: _____
Title: _____

SUDDENLINK COMMUNICATIONS

By: 
Title: Regional Construction Coordinator

BRYAN TEXAS UTILITIES

By: _____
Title: _____

Application for License to
Encroach a Public Utility Easement

Location: 617 BANKS, COLLEGE STATION, TX

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public utility easement sought to be encroached upon in the Application for License to Encroach above referred to, do hereby consent to the encroachment of the described portion thereof.

ATMOS ENERGY

By: _____
Title: _____

FRONTIER
~~VERIZON~~ TELEPHONE COMPANY

By: Brenda L. Vajdal
Title: Supervisor - OSP Engineering

SUDDENLINK COMMUNICATIONS

By: _____
Title: _____

~~BRYAN~~ TEXAS UTILITIES

By: [Signature]
Title: Electrical Engineering Supervisor

Application for License to Encroach a Public Utility Easement

Location: 617 Banks , College Station, TX.

EXHIBIT NO.4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

X



City Engineer
City of College Station

X



Building Official
City of College Station

X



Zoning Official
City of College Station

X



Fire Marshal
City of College Station

X



Electric Department
City of College Station

X



Water Services Department
City of College Station

X



Public Works Director
City of College Station

Application for License to
Encroach a Public Utility Easement

Location: 617 BANKS, COLLEGE STATION, TX

EXHIBIT NO. 5

The undersigned, owners of property abutting upon that portion of the public utility easement named and described in the Application for License to Encroach a Public Utility Easement referred to above, do hereby consent to such license.

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____



Legislation Details (With Text)

File #: 17-0240 **Version:** 1 **Name:** MMD appointment
Type: Appointment **Status:** Agenda Ready
File created: 5/10/2017 **In control:** City Council Regular
On agenda: 5/25/2017 **Final action:**
Title: Presentation, possible action, and discussion regarding appointments to the Rock Prairie Management District No. 2 Board of Directors.
Sponsors: Sherry Mashburn
Indexes:
Code sections:
Attachments: [MMD letter](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding appointments to the Rock Prairie Management District No. 2 Board of Directors.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None

Summary: The MMD Board is recommending that Council make two appointments to the Board: Jonathan Stark (Position 4) and Kamal Ariss (Position 5) with terms ending June 1, 2021.

Budget & Financial Summary: None

Attachments:
MMD letter

SCHWARTZ, PAGE & HARDING, L.L.P.

ATTORNEYS AT LAW

1300 POST OAK BOULEVARD

SUITE 1400

HOUSTON, TEXAS 77056

WWW.SPHLLP.COM

TELEPHONE (713) 623-4531
TELECOPIER (713) 623-6143

JOSEPH M. SCHWARTZ
PETER T. HARDING
ABRAHAM I. RUBINSKY
MARTHA T. BERSCH
HOWARD M. COHEN
SPENCER W. CREED
CHRISTOPHER T. SKINNER
DANIEL S. RINGOLD
MITCHELL G. PAGE
BRYAN T. YEATES

CHRISTINA J. COLE
MATTHEW R. REED
WILLIAM D. STAFFORD
TRAVIS M. HEDGPETH
GINA FREE
JOHN H. EICHELBERGER
DIANA MILLER

May 8, 2017

VIA FEDERAL EXPRESS AND E-MAIL

City of College Station
1101 Texas Avenue
College Station, TX 77840

Attention: Ms. Carla Robinson

Re: Rock Prairie Management District No. 2 (the "District") – Appointment of
Directors

Dear Ms. Robinson:

We are the attorneys for the above referenced District, and have been instructed by its Board of Directors (the "Board") to direct this correspondence to your attention. The District was created by an Act of the 83rd Legislature, Regular Session, codified at Chapter 3909, Texas Special District Local Laws Code (the "Code"). Pursuant to Section 3909.052 of the Code, the Board "shall recommend to the governing body of the City persons to serve on the succeeding board. The governing body of the City shall review the recommendations and approve or disapprove the directors recommended by the [B]oard. A person is appointed if a majority of the members of the governing body and the mayor vote to appoint that person."

On behalf of the Board, we request that the City Council of the City of College Station appoint Jonathan Stark (Position No. 4) and Kamal Ariss (Position No. 5) to terms ending June 1, 2021. Director Ariss is currently serving as a director on the board.

Should you have any questions concerning the enclosed or above, please do not hesitate to contact me at (713) 623-4531.

Very truly yours,

SCHWARTZ, PAGE & HARDING, L.L.P.

By: Christina Cole

Christina Cole

Attorneys for the District

City of College Station

May 8, 2017

Page 2 of 2

Enclosures

cc: Board of Directors
Rock Prairie Management District No. 2

Ms. Natalie Ruiz
City of College Station

Jonathan Stark, JD

A graduate of Texas A&M University, Jonathan received his Doctor of Jurisprudence from Texas Tech University School of Law.

Jonathan and his wife, Kristi, and their 2 children have lived in College Station and the surrounding area since 2005. His family is involved in the community and their church in many ways. Kristi serves on the school board at Brazos Christian School, and the Stark family started the Nickels for Nets charity in which they raise funds for Malaria nets for families in Uganda, Africa.

Jonathan has purchased and renovated a commercial office building in 2007, and is currently in the process of redeveloping and expanding another commercial office building.

Jonathan's experience in real estate development and finance, as well as his understanding of law provide a wealth of knowledge for the board.

Kamal Ariss

Kamal Ariss earned two degrees from Texas A&M University, a master's degree in land development in 1987 and a bachelor's degree in engineering technology in 1983. He currently serves as chair of the Chancellor's Century Council and the board of trustees for the A&M PAC. Ariss is a member of the 12th Man Champions Council and the Houston A&M Club. In addition to his gifts to renovate the Clayton W. Williams, Jr. Alumni Center, he is a Century Club donor at the Endowed level.

Ariss is a past member of the Board of Directors of The Association of Former Students and served as a representative at large prior to his election to the Board. During his return to College Station for the masters program, he helped found the first chapter of the Texas A&M University Beta Theta Pi Fraternity.

Ariss, now president and owner of Woodway Enterprises, a consulting and construction management services company in Houston, previously held the position of vice president of Business Development and Marketing for JE Dunn South Central with offices located in Houston, Dallas, Austin and Oklahoma City. JE Dunn Construction is a national third generation family-owned company and leader in the construction industry with a volume of \$3.2 billion in 2014.

Ariss is a member of the National Association of Industrial and Office Properties, Construction Owners Association of America, and CoreNet Global. Kamal serves on the board of directors for the Fort Bend County Chamber of Commerce, is actively involved in his community, and currently resides in Houston with his two children, Conner 14 and Maya 11.



Legislation Details (With Text)

File #: 17-0201 **Version:** 1 **Name:** HPC appointment
Type: Appointment **Status:** Agenda Ready
File created: 4/24/2017 **In control:** City Council Regular
On agenda: 5/25/2017 **Final action:**
Title: Presentation, possible action and discussion regarding an appointment to the Historic Preservation Committee.
Sponsors: Sherry Mashburn
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Presentation, possible action and discussion regarding an appointment to the Historic Preservation Committee.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None

Summary: Michael Hardy, appointed January 2016, has submitted his letter of resignation. Staff has requested that the vacancy be filled with an appointment for an unexpired term (January 2018).

Budget & Financial Summary: None

Attachments: None