



College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Meeting Agenda - Final

City Council Regular

Thursday, July 25, 2019

6:00 PM

City Hall Council Chambers

1. Call to Order, Pledge of Allegiance, Invocation, Consider Absence Request.

Presentation

- Presentation proclaiming August 7, 2019 as Professional Engineers Day.
- Recognition of awards from the Texas Daughters of the American Revolution and the National Garden Club to A&M Garden Club.

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 Office of the City Secretary. This form should be completed and returned to the office 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. Speakers are encouraged to identify their College Station neighborhood or geographic location. Each speaker's remarks are limited to three minutes. A group of five or more may register at the Office of the City Secretary by 5:30 PM on the day of the meeting and designate an individual to speak for 10 minutes on their behalf. All signers must be in attendance when the speaker is introduced and may not speak individually during Hear Visitors. A speaker who wishes to include computer-based information while addressing the Council must provide the electronic file to the City Secretary by noon on the day of the Council meeting. During presentations a series of timer lights will change from green to yellow and an alarm will sound after two and one-half or nine and one-half minutes to signal thirty seconds remaining. When time expires the timer light will change to red, the final alarm will sound, and the speaker must 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, discussion, and possible action on 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. [19-0387](#) Presentation, discussion, and possible action on minutes for:
- July 11, 2019 Workshop
 - July 11, 2019 Regular

Sponsors: Smith

Attachments: [WKSHPO71119 DRAFT Minutes](#)
[RM071119 DRAFT Minutes](#)

- 2b. [19-0263](#) Presentation, discussion, and possible action on an ordinance authorizing a General Election to be held on November 5, 2019, for the purpose of electing Mayor and City Councilmember, Place 2, by the qualified voters of the City of College Station, establishing early voting locations, polling places for this election and making provisions for conducting the election. (Presentación, discusión, y posible acción acerca de una ordenanza que autorice Elecciones Generales a celebrarse el 5 de noviembre de 2019, con el propósito de elegir a un alcalde y los Miembros del Consejo de la Ciudad, Puesto número 2, por los votantes calificados de la Ciudad de College Station, estableciendo los puestos de votaciones tempranas, los centros de votaciones para estas elecciones e indicando las estipulaciones para realizar las elecciones.)

Sponsors: Smith

Attachments: [ORD Ordering November 2019 General Election](#)
[ORD Ordering November 2019 General Election \(Spanish\)](#)

- 2c. [19-0264](#) Presentation, discussion, and possible action on an interlocal government agreement with Brazos County for the conduct and management of the City of College Station General Election a that will be held on Tuesday, November 5, 2019. (Presentación, posible acción y discusión acerca de un acuerdo de gobierno interlocal con el Condado de Brazos para celebrar y administrar las Elecciones Generales y elección de bonos de la Ciudad de College Station a celebrarse el día martes 5 de noviembre de 2019.)

Sponsors: Smith

Attachments: [DocuSign - Brazos County ILA - English](#)
[DocuSign - Brazos County ILA - Spanish](#)

- 2d. [19-0364](#) Presentation, discussion, and possible action regarding approval of the first renewal of the City's annual purchase of sodium hypochlorite (bleach), which will be maintained by water services and expended as needed. The total recommended award is \$115,847 to DXI Industries.

Sponsors: Mechler

Attachments: [18-106 Bid Tab](#)
 [18300690 R1 Renewal Agreement](#)

- 2e. [19-0369](#) Presentation, discussion, and possible action regarding the first contract renewal with Brazos Paving, Inc. for base failure repairs and pavement treatments in an amount not to exceed \$5,000,000.

Sponsors: Harmon

Attachments: [Tabulation](#)
 [18300622 Renewal 1 letter](#)

- 2f. [19-0378](#) Presentation, discussion, and possible action regarding an Ordinance amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time," of the Code of Ordinances by removing parking on newly both sides of Diamondback Drive between Arrington Road and 435 feet west of Oldham Oaks Avenue and both sides of Oldham Oaks Avenue between Diamondback Drive and Crystal Ridge Court.

Sponsors: Schubert

Attachments: [Ordinance](#)
 [Parking Removal Exhibit](#)

- 2g. [19-0379](#) Presentation, discussion, and possible action regarding an Ordinance amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time," of the Code of Ordinances by removing parking on the west side of Martin Wing Way between Diamondback Drive and Pearl River Court, the east side of Martin Wing Way between Crystal Ridge Court and Diamondback Drive, the south side of Crystal Ridge Court from Oldham Oaks Avenue to around the cul-de-sac, the north side of Crystal Ridge Court between Pearl River Court and Oldham Oaks Avenue, around the cul-de-sac and north side of Pearl River Court to Martin Wing Way, the north side of Pearl River Court between Martin Wing Way and Crystal Ridge Court, the south side of Pearl River Court from Crystal Ridge Court to around the cul-de-sac, the south side of Pearl River Court between 225 feet north of Crystal Ridge Court to 375 feet north of Crystal Ridge Court, and the north side of Pearl River Court between 345 feet south of Crystal Ridge Court and 275 feet south of Crystal Ridge Court.

Sponsors: Schubert

Attachments: [Parking Removal Exhibit](#)
 [Ordinance - revised](#)

- 2h. [19-0390](#) Presentation, discussion, and possible action regarding the mutual termination of Tax Abatement Agreement and approval of The First Restated Economic Development Agreement with Strategic Behavioral Health College Station, LLC.

Sponsors:

Nettles

Attachments:[First Restated EDA Signed](#)[SBH Abatement Letter Signed](#)

- 2i. [19-0391](#) Presentation, discussion, and possible action regarding a real estate contract selling approximately 7 acres in the College Station Business Center, Phase II, Block 6 generally located near the intersection of State Highway 6 and Gateway Boulevard.

Sponsors:

Ruiz

Regular Agenda

Individuals who wish to address the City Council on an item posted as a Public Hearing shall register with the Office of the City Secretary. Registration forms are available in the Office of the City Secretary. This form should be completed and returned to the office 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. Speakers are encouraged to identify their College Station neighborhood or geographic location. Each speaker's remarks are limited to three minutes. A group of five or more may register at the Office of the City Secretary by 5:30 PM on the day of the meeting and designate an individual to speak for 10 minutes on their behalf. All signers must be in attendance when the speaker is introduced and may not speak individually during that 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 on the day of the Council meeting. During presentations a series of timer lights will change from green to yellow and an alarm will sound after two and one-half or nine and one-half minutes to signal thirty seconds remaining. When time expires the timer light will change to red, the final alarm will sound, and the speaker must conclude the remarks. If Council needs additional information from the general public after the Public Hearing is closed some limited comments may be allowed at the discretion of the Mayor. Comments should not personally attack other speakers, Council or staff.

1. [19-0368](#) Presentation, discussion, and possible action on the Fiscal Year 2020 BVSWMMA, Inc. Budget.

Sponsors:

Harmon

Attachments:[REVISED Proposed Budget FYE2020](#)

2. [19-0377](#) Public Hearing, presentation, discussion, and possible action regarding an Ordinance renaming Greens Prairie Road West between Wellborn Road and Victoria Avenue as Victoria Avenue, Greens

Prairie Road West between Victoria Avenue and Woodlake Drive as Woodlake Drive, Greens Prairie Trail between Wellborn Road and the City limits as Greens Prairie Road, and Greens Prairie Road West between State Highway 6 and the City limits as Greens Prairie Road.

Sponsors:

Schubert

Attachments:

[Ordinance](#)

[Proposed Street Name Changes](#)

3. [19-0380](#)

Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 8, "Subdivision Design and Improvements" Section 8.8 "Requirements for Park Land Dedication," Appendix I "Park Land Dedication And Development Fees" of the Code of Ordinances of the City of College Station, Texas, regarding multi-family parkland dedication.

Sponsors:

Constantino

Attachments:

[Section 8.8 Appendix I Redlines](#)

[ORD. Appendix I.docx](#)

4. [19-0386](#)

Public Hearing, presentation, discussion, and possible action regarding approval of an ordinance to close the Cain Road crossing of the Union Pacific Railroad with the opening of the new Deacon Drive Union Pacific Railroad Crossing.

Sponsors:

Fisher

Attachments:

[Draft Railroad Crossing Closure Ordinance 7-17-2019.docx](#)

[Exhibit A.pdf](#)

[Project Map](#)

5. [19-0370](#)

Presentation, discussion, and possible action regarding a resolution to support and authorize the submission of a grant application to the Texas Department of Transportation to implement the Southwood Sidewalk Project.

Sponsors:

Garza

Attachments:

[Project Location Map](#)

[Resolution](#)

6. [19-0392](#)

Presentation, discussion, and possible action regarding adopting a resolution of the City of College Station, Texas, granting consent to the formation of Brazos County Municipal Utility District No. 2 and up to four additional municipal utility districts within the City's extraterritorial jurisdiction, generally located along Peach Creek between FM 2154 and State Highway 6 South.

Sponsors: Prochazka

Attachments: [Vicinity Map](#)
[Consent Resolution - with Exhibits](#)

7. [19-0394](#) Public Hearing, presentation, and discussion regarding the proposed Strategic Partnership Agreement between the City and Brazos County Municipal Utility District No. 2.

Sponsors: Prochazka

Attachments: [MUD 2 SPA - Final.docx](#)

8. [19-0395](#) Presentation, discussion, and possible action regarding adopting a Water Supply and Wastewater Services and Road Facilities Agreement between the City of College Station and Brazos County Municipal Utility District No. 2 relating to the provision of utilities.

Sponsors: Prochazka

Attachments: [MUD 2 UA - Final with attachments.docx](#)

9. [19-0396](#) Presentation, discussion, and possible action relating to a Development Agreement between the City of College Station and Millican Land Development, LLC, RB Meadows, LLC and Rock Barn Conservation Partners, LLC relating to the regulating of development within Brazos County Municipal Utility District No. 2 boundaries.

Sponsors: Prochazka

Attachments: [MUD 2 DA - Final with attachments.docx](#)

10. Presentation, discussion, and possible action 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.

11. Adjourn.

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

I certify that the above Notice of Meeting was posted at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on July 19, 2019 at 5:00 p.m.



Deputy 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 #: 19-0387 **Version:** 1 **Name:** Minutes
Type: Minutes **Status:** Consent Agenda
File created: 7/15/2019 **In control:** City Council Regular
On agenda: 7/25/2019 **Final action:**
Title: Presentation, discussion, and possible action on minutes for:
• July 11, 2019 Workshop
• July 11, 2019 Regular
Sponsors: Tanya Smith
Indexes:
Code sections:
Attachments: [WKSHP071119 DRAFT Minutes](#)
[RM071119 DRAFT Minutes](#)

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

- July 11, 2019 Workshop
- July 11, 2019 Regular

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: N/A

Budget & Financial Summary: None

Attachments:

- July 11, 2019 Workshop
- July 11, 2019 Regular

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
JULY 11, 2019

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

Bob Brick
Jerome Rektorik
Linda Harvell
Elleanor Vessali
John Nichols
Dennis Maloney

City Staff:

Bryan Woods, City Manager
Jeff Capps, Deputy City Manager
Carla Robinson, City Attorney
Tanya Smith, City Secretary
Ian Whittenton, Deputy City Secretary

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Workshop of the College Station City Council was called to order by Mayor Mooney at 4:01 p.m. on Thursday, July 11, 2019 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, and §551.074-Personnel, the College Station City Council convened into Executive Session at 4:02 p.m. on Thursday, July 11, 2019 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
 - 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
 - City of College Station v. Gerry Saum, Individually, and as Independent Executrix of the Estate of Susan M. Wood, Deceased; Cause No. 17-002742-CV-361; In the 361st District Court, Brazos County, Texas

- Carrie McIver v. City of College Station; Cause No. 18-003271-CV-85; In the 85th District Court, Brazos County, Texas

B. Consultation with attorney to receive legal advice; to wit:

- Legal advice concerning changes to the Texas Open Meetings Act related to Senate Bill 1640.

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

- Property located generally south of the intersection of SH 6 and William D. Fitch Parkway in the College Station Business Park in College Station, Texas.

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

- Council Self-Evaluation
- City Manager

The Executive Session recessed at 5:17 p.m.

3. Reconvene from Executive Session and take action, if any.

No action was taken.

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

No items were pulled for discussion.

5. Presentation, discussion, and possible action relating to a legislative update and review of the 86th Texas State Legislature.

Brian Piscacek, City Manager's Office, introduced Jennifer Rodriguez, the city's Legislative Consultant.

Jennifer Rodriguez, Legislative Consultant, provided a brief overview of the 2019 Texas legislative session, including legislation affecting the City's budgeting process. Governor Abbott's legislative emergency issues for 2019 included:

- School Finance Reform and Increasing Teacher Pay
- School Safety
- Texas Mental Health Care Consortium
- Property Tax Reform
- Disaster Response

Legislation affecting the City's budgeting process for 2019 included:

- \$6.5 billion in new state funding for public schools
- \$5.1 billion to buy down local property taxes
- \$94.5 billion in funding for public schools and universities
- \$84 billion for health and human services programs
- \$31.1 billion for transportation

Texas Property Tax Reform and Transparency Act of 2019 – SB 2 Highlights:

- Reduces the rollback rate from 8% to 3.5%
 - ✓ Requires an automatic election to exceed the rollback rate
 - ✓ Junior colleges and hospital districts are excluded
- Includes a carryforward provision
 - ✓ Taxing unit can “bank” unused increments for up to three years
- Includes procedural changes to the adoption of a tax rate by a city
- Includes property tax appraisal procedural changes
- New Terminology
 - ✓ Effective Tax Rate is now the
 - ✓ No-New-Revenue Tax Rate
 - ✓ Rollback Tax Rate is now the
 - ✓ Voter-Approval Tax Rate

Public School Finance Reform - HB 3 Highlights:

- \$11.6 Billion in new funding for public education
- \$6.5 Billion to public school districts
- \$5 Billion to property tax relief
- Public school district property tax revenues capped at 2.5%
- State public school funding increased from 38% to 45%

6. Presentation, discussion, and possible action regarding the proposed FY 2020 Community Development Budget and PY 2019 Annual Action Plan.

Debbie Eller, Community Services Director, presented the proposed FY 2020 Community Development Budget and PY 2019 Annual Action Plan. HUD requires that the Plan and Budget be delivered by August 16, 2019; therefore, these are presented prior to the Council's consideration of the overall City budget. The new grant amounts available for PY 2019 include \$1,087,765 in Community Development Block Grant (CDBG) funds and \$473,289 in HOME Investment Partnership Grant (HOME) funds. The Budget includes previously programmed but unspent grant funds from current year in the amount of \$1,020,759 in CDBG and \$175,040 in HOME, in addition to \$152,677 in program income that was received from reconstruction and down payment assistance loan payments in FY 2019. Total funding available in the FY 2020 Budget is \$2,909,530.

The CDBG and HOME funds may only be used to: (1) benefit low- and moderate-income persons; (2) aid in the elimination of slum and blighting influences, and/or; (3) meet a particular urgent need. Further, CDBG funds may be used to meet local needs through a wide range of community development activities, while HOME funds may only be used for affordable housing activities.

Mrs. Eller, stated that the proposed plans and budget were developed using input received from a series of public hearings, program committee meetings, and citizen input. The goals and objectives in the 2015-2019 Consolidated Plan were followed in preparing this year's Annual Action Plan. These goals and objectives were prepared to meet the specific needs of lower-income citizens, and to provide support for families working towards self-sufficiency and are now being presented to Council for discussion and input.

Council directed staff to move forward as presented.

7. Council Calendar

Council reviewed the calendar.

8. Discussion, review, and possible action regarding the following meetings: Animal Shelter Board, Annexation Task Force, Arts Council of Brazos Valley, Architectural Advisory Committee, 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, Brazos Valley Economic Development Corporation, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Compensation and Benefits Committee, Experience Bryan-College Station, Design Review Board, Economic Development Committee, FBT/Texas Aggies Go to War, Gulf Coast Strategic Highway Coalition, 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 Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, TAMU Economic Development, TAMU Student Senate, Texas Municipal League, Twin City Endowment, Walk with the Mayor, YMCA, Youth Advisory Council, Zoning Board of Adjustments, (Notice of Agendas posted on City Hall bulletin board).

Councilmember Nichols reported on the Comprehensive Plan Evaluation Committee.

9. Adjournment

There being no further business, Mayor Mooney adjourned the workshop of the College Station City Council at 6:16 p.m. on Thursday, July 11, 2019.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
JULY 11, 2019

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

Bob Brick
Jerome Rektorik
Linda Harvell
Elianor Vessali
John Nichols
Dennis Maloney

City Staff:

Bryan Woods, City Manager
Jeff Capps, Deputy City Manager
Carla Robinson, City Attorney
Tanya Smith, City Secretary
Ian Whittenton, Deputy City Secretary

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 6:24 p.m. on Thursday, July 11, 2019 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

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

Hear Visitors Comments

Elianor Vessali, College Station, came before Council to honor the service and sacrifice of Army Capt. Orlando A. Bonilla.

Diane Davis, College Station, came before Council in regards to the condition and future plans for Thomas Park. A few of her concerns are the safety of the play equipment at the South end and the flooding and draining issues around the park.

Julian McMurrey, College Station, came before Council regarding Thomas Park and the closing of the pool. He requested Council to consider repairing Thomas Pool.

Patsy Johnson, College Station, stated that she would like to see the money allocated to Thomas Park wisely and that many residents do not believe that the improvements suggested by Parks are

the best course of action. She explained that the only urgent need is for the play equipment at the South End to be removed due to its condition and safety concerns.

Donald Deere, College Station, came before Council in opposition to the ordinance that would remove parking from Langford, Lancelot, and King Arthur streets. Mr. Deere stated that he and his wife own two homes, one on Langford and one on Lancelot, that would be affected and do not agree that the sacrifice of parking is worth the supposed safety benefits.

Brian Alg, College Station, came before Council to oppose the proposed YMCA and requested Council to stop looking for ways to fund this project. He stated the Council would be lining the pockets of developers and hurting local business.

Michelle Raisor, College Station, requested Council to restore Thomas Pool because the residents have enjoyed the pool for years.

Donna Lincoln, College Stations, requested a clarification on why the parking removal proposed at this meeting effected some streets in the area and not others.

Jorge Sanchez, College Station, submitted written comments on his desire to see the city improve on our democracy and become a model to the state and federal government.

CONSENT AGENDA

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

- **June 27, 2019 Workshop Meeting**
- **June 27, 2019 Regular Meeting**

2b. Presentation, discussion, and possible action regarding the purchase of water meters from National Meter & Automation Inc. for an estimated annual expenditure for water meters of \$121,000.

2c. Presentation, discussion, and possible action regarding renewing the contract for Temporary Personnel Services with Spherion Staffing LLC. for a total estimated annual expenditure of \$200,000.

2d. Presentation, discussion, and possible action regarding approval for Change Order No. 3 in the amount of \$112,225.40 for the Well No. 9 construction contract with Garney Construction Inc.

2e. Presentation, discussion, and possible action regarding the approval of annual price agreement renewals for the purchase of Type D Hot Mix Asphalt to be picked up by City Crews or to be delivered to the job site as requested for the maintenance of streets to Knife River Corp. for \$1,489,750 and BPI Materials LLC for \$438,000. The total annual not to exceed expenditure is \$1,927,750.

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

REGULAR AGENDA

1. Presentation, discussion, and possible action on Ordinance No. 2019-4105 amending Chapter 38, "Traffic and Vehicles," Article VI. "Traffic Schedules," Section 38-1012 "Traffic Schedule XII, Speed Limits," reducing the Graham Road speed limit to 40 MPH.

Troy Rother, Senior Engineer II, stated on September 6, 2018, a resident called with a request for a reduction in speed limit on Graham Road. Due to the new school at Graham and Longmire, as well as other neighborhood events, the resident believed the speed limit was too high. He explained that a speed study was conducted at two locations on Graham road on April 16, 2019, and the 85th percentile was found to be 40 MPH. The proposed ordinance will reduce the posted speed limit from 45 MPH to 40 MPH.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Rektorik, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2019-4105, amending Chapter 38, "Traffic and Vehicles," Article VI. "Traffic Schedules," Section 38-1012 "Traffic Schedule XII, Speed Limits," reducing the Graham Road speed limit to 40 MPH. The motion carried unanimously.

2. Presentation, discussion, and possible action of Ordinance No. 2019-4106 amending Chapter 38 "Traffic Schedules", Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, no parking here to corner and no parking any time," of the Code of Ordinances by removing parking along Langford, King Arthur, and Lancelot.

Troy Rother, Senior Engineer II, stated that this ordinance removes parking from one side of King Arthur Circle, Langford Street, and Lancelot Circle. This parking removal is needed to provide emergency vehicle access, and the result of an increase in on street parking associated with rental properties. He explained that College Station Traffic Engineering received a request to evaluate parking along King Arthur Circle, Langford Street, Lancelot Circle, and Guadalupe Drive. The College Station Fire Department and Traffic Engineering division evaluated the streets and determine parking removal is needed to provide emergency vehicle access. With the street being 27 feet wide, parking on both side of the street would impede fires ability to fight a fire because they would not be able to open the doors of an emergency response vehicle such as a ladder truck.

There were two public meetings, the first public meeting was held on June 5, 2017 with 9 people at the meeting; 5 people were against the parking removal, 2 were undecided, and 2 were for the parking removal. The second public meeting was held on June 18, 2019 with 10 people attending the meeting. At that meeting 6 of the attendees supported moving the parking restriction from South East side to the North West side of Langford Street, which would minimize on-street parking but would make people park on the side where there is a sidewalk.

Staff concluded that the result of the public meetings with request from citizens was the following:

- Requested Modification – parking removal on corner of King Author at this time
- Requested Modification - remove parking from east side of the Langford

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

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Brick, the City Council voted seven (7) for and none (0) opposed, with Councilmember Brick voting against, to adopt Ordinance No. 2019-4106, amending Chapter 38 “Traffic Schedules”, Article VI “Traffic Schedules,” Section 38-1014 “Traffic Schedule XIV, no parking here to corner and no parking any time,” of the Code of Ordinances by removing parking along NW corner of King Arthur Circle and extending around the east side to the cul-de-sac on Langford Street; on the NW side extending forty feet from the NW corner at Langford; the east side Langford Street and extending around the Cul-De-Sac; and on the NW side extending forty feet from the NW corner at Langford. The motion carried.

3. Presentation, discussion, and possible action on the New City Hall Project.

Bryan Woods, City Manager, stated that at the Council Retreat in February of 2018 the City Council provided direction on moving forward with a new city hall at the current city hall location on Texas Avenue. In September of 2018, the City Council approved the design contract with Kirksey Architecture to design the new city hall. Staff recommends that council receive the renderings and approve final design.

Council concurred with the final rendering and directed staff to move forward as stated.

4. 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.

Councilmember Brick requested to expand his previous future agenda item to safety of parking on streets in neighborhoods and schools.

Councilmember Harvell requested future agenda on freezing any expenditures on Thomas Park.

5. Adjournment.

There being no further business, Mayor Mooney adjourned the Regular Meeting of the City Council at 7:49 p.m. on Thursday, July 11, 2019.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

Legislation Details (With Text)

File #:	19-0263	Version:	1	Name:	Ordering General Election (Solicitando Elecciones Generales)
Type:	Ordinance	Status:		Status:	Consent Agenda
File created:	5/16/2019	In control:		In control:	City Council Regular
On agenda:	7/25/2019	Final action:		Final action:	
Title:	Presentation, discussion, and possible action on an ordinance authorizing a General Election to be held on November 5, 2019, for the purpose of electing Mayor and City Councilmember, Place 2, by the qualified voters of the City of College Station, establishing early voting locations, polling places for this election and making provisions for conducting the election. (Presentación, discusión, y posible acción acerca de una ordenanza que autorice Elecciones Generales a celebrarse el 5 de noviembre de 2019, con el propósito de elegir a un alcalde y los Miembros del Consejo de la Ciudad, Puesto número 2, por los votantes calificados de la Ciudad de College Station, estableciendo los puestos de votaciones tempranas, los centros de votaciones para estas elecciones e indicando las estipulaciones para realizar las elecciones.)				
Sponsors:	Tanya Smith				
Indexes:					
Code sections:					
Attachments:	ORD Ordering November 2019 General Election ORD Ordering November 2019 General Election (Spanish)				

Date	Ver.	Action By	Action	Result
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Presentation, discussion, and possible action on an ordinance authorizing a General Election to be held on November 5, 2019, for the purpose of electing Mayor and City Councilmember, Place 2, by the qualified voters of the City of College Station, establishing early voting locations, polling places for this election and making provisions for conducting the election. (*Presentación, discusión, y posible acción acerca de una ordenanza que autorice Elecciones Generales a celebrarse el 5 de noviembre de 2019, con el propósito de elegir a un alcalde y los Miembros del Consejo de la Ciudad, Puesto número 2, por los votantes calificados de la Ciudad de College Station, estableciendo los puestos de votaciones tempranas, los centros de votaciones para estas elecciones e indicando las estipulaciones para realizar las elecciones.*)

Relationship to Strategic Goals:

- Good Governance

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

Summary (*Resumen*): The ordinance calls a general election to be held on November 5, 2019 and provides a possible run-off date for December 10, 2019.
(*La ordenanza convoca a elecciones generales para celebrarse el 5 de noviembre de 2019 y proporciona una fecha posible de segunda vuelta para el 10 de diciembre de 2019.*)

Budget & Financial Summary (*Presupuesto y Resumen Financiero*): The Election Administrator provided a conservative estimate of \$80,000 for this year's election. The cost will be split among the entities on the ballot. This does not include the cost to publish the Notice of Election. The Notice must be published in English and Spanish and must appear in The Eagle and La Voz. (*El Administrador Electoral proporcionó una estimación conservadora de \$80,000 para las elecciones de este año. El costo se dividirá entre las entidades indicadas en la boleta de votación. Este cálculo no incluye el costo de publicar la Notificación de las Elecciones. La Notificación deberá ser publicada en inglés y en español y deberá aparecer en los periódicos The Eagle y La Voz.*)

Attachments (*Documentos adjuntos*):

- Ordinance (*Ordenanza*)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A GENERAL ELECTION TO BE HELD ON NOVEMBER 5, 2019, FOR THE PURPOSE OF ELECTING A MAYOR AND CITY COUNCILMEMBER, PLACE 2, BY THE QUALIFIED VOTERS OF THE CITY OF COLLEGE STATION; ESTABLISHING EARLY VOTING LOCATIONS AND POLLING PLACES FOR THIS ELECTION; AND MAKING PROVISIONS FOR CONDUCTING THE ELECTION.

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

SECTION 1. A general election is ordered to be held by the City of College Station (the “City”) at the various polling places and election precincts within the corporate limits of the City, as hereinafter designated, on November 5, 2019, from the hours of 7:00 a.m. to 7:00 p.m. This general election will be conducted jointly with Brazos County and will be administered for the City by the Brazos County Elections Administrator, but this general election is not a county-wide election. At this election the qualified voters of the City will elect a Mayor and City Councilmember for Place 2, with each position having a term of three years.

SECTION 2. Should any candidate in the general election fail to receive a majority vote, then in that event a runoff election shall be ordered for every place in the general election to which no one was elected as required by Section 17 (d) of the City Charter, as amended. In the event it becomes necessary to conduct a runoff election, it shall be held on Tuesday, December 10, 2019. Canvass of the returns of the runoff election, if necessary, shall be held no earlier than the 8th day and no later than the 11th day following the date of the runoff election or on the next regular business day if the 11th day falls on a Saturday, Sunday or official state holiday.

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

Vote Centers	Vote Centers
Arena Hall 2906 Tabor Road Bryan, Texas	Church of the Nazarene 2122 E William J Bryan Pkwy Bryan, Texas
Lincoln Center 1000 Eleanor College Station, Texas	Castle Heights Baptist Church 4504 E. Hwy 21 Bryan, Texas
Memorial Student Center (MSC), 2408, 2 nd Fl Texas A&M Campus, Joe Routt Blvd. College Station, Texas	First Baptist Church - Bryan 3100 Cambridge Drive Bryan, Texas

College Station ISD Administration Building 1812 Welsh College Station, Texas	Living Hope Baptist Church 4170 Texas 6 Frontage Rd College Station, Texas
Parkway Baptist Church 1501 Southwest Parkway College Station, Texas	Beacon Baptist Church 2001 East Villa Maria Road Bryan, Texas
College Station City Hall 1101 Texas Avenue College Station, Texas	A&M Church of Christ 2475 Earl Rudder Fwy S. College Station, Texas
Wellborn Community Center 4119 W. Greens Prairie Road College Station, Texas	Fellowship Freewill Baptist Church 1228 W. Villa Maria Road Bryan, Texas
Pct. 4 Volunteer Fire Station (Brushy) 6357 Raymond Stotzer Pkwy College Station, Texas	Christ United Methodist Church 4201 State Highway 6, South College Station, Texas
Zion Church of Kurten 977 N. FM 2038 Kurten, Texas	St. Francis Episcopal Church 1101 Rock Prairie Road College Station, Texas
Millican Community Center 22284 Pierce Street Millican, Texas	Galilee Baptist Church 804 N. Logan Bryan, Texas
Brazos County Elections Administration (Ruth McLeod Training Room) 300 E. William J. Bryan Bryan, Texas	College Heights Assembly of God 4100 Old College Rd. Bryan, Texas
Bryan Ballroom 701 Palasota Dr. Bryan, Texas	Brazos Center 3232 Briarcrest Drive Bryan, Texas
GW Williams Tabernacle 311 Waco St./1216 Eureka St. Bryan, Texas	

SECTION 4. Joint early voting shall be conducted by personal appearance and by mail. The period for early voting by personal appearance for the general election shall be October 21 through November 1, 2019. Optical scan ballots shall be used for early voting by mail and direct recording electronic voting machines shall be used for early voting by personal appearance. The Early Voting Clerk for said elections shall be the Brazos County Elections Administrator. She shall determine the number of election workers to be hired and arrange for training of all election workers. Early voting by personal appearance for the general election shall be conducted jointly at the locations and on the following dates and times specified by the Brazos County Elections Administrator:

Brazos County Elections Administration Building – 300 East Wm. J. Bryan Pkwy, Suite 100,
Bryan, Texas
Arena Hall – 2906 Tabor Road, Bryan, Texas

Galilee Baptist Church – 804 N. Logan, Bryan, Texas
College Station Utilities Meeting & Training Facility – 1603 Graham Road, College Station, Texas
Memorial Student Center - Room 526, Texas A&M University, Joe Routh Blvd., College Station, Texas

October 21 – October 25 8:00 am – 5:00 pm
(Monday – Friday)

October 26 7:00 am – 7:00 pm
(Saturday)

October 27 10:00 am – 3:00 pm
(Sunday)

October 28 – November 1 7:00 am – 7:00 pm
(Monday - Friday)

SECTION 5. Early voting by mail ballot shall be conducted in accordance with applicable provisions of the Texas Election Code. The address of 300 East Wm. J. Bryan Pkwy, Suite 100, Bryan, Texas 77803, shall be the early voting clerk's mailing address to which ballot applications and ballots voted by mail may be sent for the City.

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

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

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

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

SECTION 10. Notice of the election, including a Spanish translation thereof, will be published at least once in a newspaper published in College Station on or after October 11, 2019, and on or before October 25, 2019, and will be posted on the bulletin board at City Hall on or before October 15, 2019.

SECTION 11. A writ of election as required by the Texas Election Code will be delivered on or before October 21, 2019, by the Brazos County Elections Administrator to the presiding and alternate judges of each election precinct in which the election is ordered to be held.

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

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

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

APPROVED AND ADOPTED by the City Council of the City of College Station this 25th day of July, 2019.

CITY OF COLLEGE STATION:

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

APPROVED AS TO FORM:

Carla A. Robinson, City Attorney

ORDENANZA NÚMERO _____

UNA ORDENANZA AUTORIZANDO QUE SE CELEBREN ELECCIONES GENERALES EL DÍA 5 DE NOVIEMBRE DE 2019, CON EL PROPÓSITO DE ELEGIR A UN ALCALDE Y A UN MIEMBRO DEL CONSEJO MUNICIPAL, PUESTO NÚMERO 2, POR LOS VOTANTES CALIFICADOS DE LA CIUDAD DE COLLEGE STATION; ESTABLECIENDO LOS SITIOS DONDE SE CELEBRARÁN LAS VOTACIONES TEMPRANAS, Y LOS CENTROS DE VOTACIONES PARA ESTAS ELECCIONES; E INDICANDO LAS ESTIPULACIONES NECESARIAS PARA REALIZAR LAS ELECCIONES.

SEA DISPUESTO POR EL CONSEJO DE LA CIUDAD DE COLLEGE STATION:

SECCIÓN 1. Se ordena que se celebren elecciones de la Ciudad de College Station (la “Ciudad”) en los diferentes centros de votaciones y distritos electorales dentro de los límites corporativos de la Ciudad, como se designa de aquí en adelante, el 5 de noviembre de 2019, de las 7:00 a.m. a las 7:00 p.m. Estas elecciones generales se realizarán conjuntamente con el Condado de Brazos y será administrado para la Ciudad por el Administrador Electoral del Condado de Brazos; pero estas elecciones no son elecciones para todo el condado. En estas elecciones, los votantes calificados de la Ciudad, elegirán a un Alcalde y a un Miembro del Consejo de la Ciudad para el Puesto Número 2, en donde cada puesto tendrá un término de tres años.

SECCIÓN 2. Si algún candidato en las elecciones generales no recibiera la mayoría de los votos, entonces, en esa ocasión se ordenarán elecciones de segunda vuelta para cada puesto en las elecciones en las cuales ningún candidato se eligió, como lo exige la Sección 17 (d) de la Escritura de Constitución de la Ciudad, como aparece en la enmienda. Si fuera necesario realizar elecciones de segunda vuelta, se celebrarán el día martes 10 de diciembre de 2019. El recuento de los votos de las elecciones de segunda Vuelta, si fuera necesario, no se realizará antes del 8º día ni después del 11º día seguido de la fecha de las elecciones de segunda vuelta; o el siguiente día hábil, si el 11º día cae en sábado, domingo, o día festivo estatal.

SECCIÓN 3. Los Centros de Votaciones (sitios de elecciones) para College Station para estas elecciones serán los siguientes:

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

College Station ISD Administration Building [Edificio Administrativo del Distrito Escolar Independiente de College Station] 1812 Welsh College Station, Texas	Living Hope Baptist Church [Iglesia Bautista <i>Living Hope</i>] 4170 Texas 6 Frontage Rd College Station, Texas
Parkway Baptist Church [Iglesia Bautista <i>Parkway</i>] 1501 Southwest Parkway College Station, Texas	Beacon Baptist Church [Iglesia Bautista <i>Beacon</i>] 2001 East Villa Maria Road Bryan, Texas
College Station City Hall [Municipalidad de College Station] 1101 Texas Avenue College Station, Texas	A&M Church of Christ [Iglesia de Cristo de A&M] 2475 Earl Rudder Fwy S. College Station, Texas
Wellborn Community Center [Centro Comunitario de Wellborn] 4119 W. Greens Prairie Road College Station, Texas	Fellowship Freewill Baptist Church [Iglesia Bautista <i>Fellowship Freewill</i>] 1228 W. Villa Maria Road Bryan, Texas
Pct. 4 Volunteer Fire Station (Brushy) [Estación de Bomberos Voluntarios Distrito 4 (<i>Brushy</i>)] 6357 Raymond Stotzer Pkwy College Station, Texas	Christ United Methodist Church [Iglesia Metodista <i>Christ United</i>] 4201 State Highway 6, South College Station, Texas
Zion Church of Kurten [Iglesia <i>Zion</i> en Kurten] 977 N. FM 2038 Kurten, Texas	St. Francis Episcopal Church [Iglesia Episcopal <i>St. Francis</i>] 1101 Rock Prairie Road College Station, Texas
Millican Community Center [Centro Comunitario de Millican] 22284 Pierce Street Millican, Texas	Galilee Baptist Church [Iglesia Bautista <i>Galilee</i>] 804 N. Logan Bryan, Texas
Brazos County Elections Administration (Ruth McLeod Training Room) [Edificio Administrativo Electoral del Condado de Brazos] 300 E. William J. Bryan Bryan, Texas	College Heights Assembly of God [Iglesia Asamblea de Dios de <i>College Heights</i>] 4100 Old College Rd. Bryan, Texas
Bryan Ballroom [Salón de baile de Bryan] 701 Palasota Dr. Bryan, Texas	Brazos Center [Centro de Brazos] 3232 Briarcrest Drive Bryan, Texas
GW Williams Tabernacle [Tabernáculo GW Williams] 311 Waco St./1216 Eureka St. Bryan, Texas	

SECCIÓN 4. Las elecciones tempranas se realizarán en persona y por correo. El período para las votaciones tempranas en persona para las elecciones generales y especiales será del 21 de octubre al 1º de noviembre de 2019. Se utilizarán boletas de escaneo óptico para las votaciones tempranas por correo; y se utilizarán máquinas electrónicas de registro directo para las votaciones en persona. El Oficial de las Votaciones Tempranas para dichas elecciones será el Administrador Electoral del Condado de Brazos. Ella determinará el número de empleados a contratar para trabajar en las elecciones y hará los arreglos necesarios para la capacitación de dichos trabajadores. Las votaciones tempranas en persona para las elecciones generales serán dirigidas conjuntamente en los centros de votaciones y en las fechas y horarios señalados por el Administrador Electoral del Condado de Brazos. Se detalla a continuación:

Brazos County Elections Administration Office – 300 East Wm. J. Bryan Pkwy, Suite 100, Bryan, Texas

[Edificio Administrativo Electoral del Condado de Brazos]

Arena Hall – 2906 Tabor Road, Bryan, Texas

[Salón Arena]

Galilee Baptist Church – 804 N. Logan, Bryan, Texas

[Iglesia Bautista Galilee]

College Station Utilities Meeting & Training Facility – 1603 Graham Road, College Station, Texas

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

Memorial Student Center – Room 526, Texas A&M University, Joe Routt Blvd., College Station, Texas

[Centro Conmemorativo Estudiantil]

del 21 al 25 de octubre (de lunes a viernes)	8:00 am – 5:00 pm
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El 26 de octubre (sábado)	7:00 am – 7:00 pm
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El 27 de octubre (domingo)	10:00 am – 3:00 pm
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Del 28 de octubre al 1º de noviembre (de lunes a viernes)	7:00 am – 7:00 pm
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SECCIÓN 5. Las votaciones tempranas por correo serán realizadas de acuerdo a las estipulaciones aplicables del Código Electoral de Texas. La dirección: 300 East Wm. J. Bryan Pkwy, Suite 100, Bryan, Texas 77803, será la dirección del Oficial de las Votaciones Tempranas a donde se podrán enviar las solicitudes de boletas electorales y las boletas electorales con los votos emitidos para las elecciones de la Ciudad.

SECCIÓN 6. Todos los votos de las votaciones tempranas y otros votos seguirán los procedimientos de las votaciones tempranas según el Código Electoral de Texas y serán entregados a la Junta de Boletas Electorales de las Votaciones Tempranas en la oficina del Administrador Electoral del Condado de Brazos. Los votos anticipados serán contados en la estación central de conteo. La Junta de Boleta de Votaciones Tempranas desempeñará su cargo de acuerdo con las estipulaciones aplicables del Código Electoral.

SECCIÓN 7. Un Sistema Directo de Registro Electrónico (“DRE, por sus siglas en el idioma inglés”), como se define el término en el Código Electoral de Texas, será utilizado en conexión con las elecciones. Este sistema será utilizado para todas las votaciones tempranas, así como también para todas las votaciones realizadas en los distritos electorales el Día de las Elecciones. El Administrador Electoral del Condado de Brazos nombrará a un programador para preparar un programa para el equipo de tabulación automático. Se proporcionará suficiente equipo para votar en las votaciones tempranas, así como también en cada uno de los diferentes distritos electorales el Día de las Elecciones. La estación central de conteo se establecerá en la oficina del Administrador Electoral del Condado de Brazos, 300 E. William J Bryan, Suite 100, Bryan.

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

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

SECCIÓN 10. La Notificación de las Elecciones, incluyendo la respetiva traducción al idioma español, se publicará por lo menos una vez en un periódico publicado en College Station el día 11 de octubre de 2019 o después de esa fecha, y el día 25 de octubre de 2019 o antes de esa fecha, y se colocará en el tablero de avisos de la Municipalidad el día 15 de octubre de 2019 o antes de esa fecha.

SECCIÓN 11. Una orden de elecciones, requerida por el Código Electoral de Texas, será entregada el día 21 de octubre de 2019, o antes de esa fecha, por el Administrador Electoral del Condado de Brazos al juez que preside y a los jueces alternos de cada distrito electoral en el cual se dispone a celebrar elecciones.

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

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

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

APROBADA Y ADOPTADA por el Consejo de la Ciudad de College Station este vigésimo quinto [25] día del mes de julio de 2019.

CIUDAD DE COLLEGE STATION:

Karl Mooney, Alcalde

DOY FE:

Tanya Smith, Secretaria de la Ciudad

APROBADA EN CUANTO A FORMA:

Carla Robinson, Abogada de la Ciudad

Legislation Details (With Text)

File #:	19-0264	Version:	1	Name:	ILA with Brazos County for Election Services (Acuerdo Interlocal con el Condado de Brazos para los Servicios de Elecciones)
Type:	Agreement	Status:			Consent Agenda
File created:	5/16/2019	In control:			City Council Regular
On agenda:	7/25/2019	Final action:			
Title:	Presentation, discussion, and possible action on an interlocal government agreement with Brazos County for the conduct and management of the City of College Station General Election a that will be held on Tuesday, November 5, 2019. (Presentación, posible acción y discusión acerca de un acuerdo de gobierno interlocal con el Condado de Brazos para celebrar y administrar las Elecciones Generales y elección de bonos de la Ciudad de College Station a celebrarse el día martes 5 de noviembre de 2019.)				
Sponsors:	Tanya Smith				
Indexes:					
Code sections:					
Attachments:	DocuSign - Brazos County ILA - English DocuSign - Brazos County ILA - Spanish				

Date	Ver.	Action By	Action	Result
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Presentation, discussion, and possible action on an interlocal government agreement with Brazos County for the conduct and management of the City of College Station General Election a that will be held on Tuesday, November 5, 2019. (*Presentación, posible acción y discusión acerca de un acuerdo de gobierno interlocal con el Condado de Brazos para celebrar y administrar las Elecciones Generales y elección de bonos de la Ciudad de College Station a celebrarse el día martes 5 de noviembre de 2019.*)

Relationship to Strategic Goals:

- Good Governance

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

Summary: (Resumen): A General Election and Bond Election will be held on November 5, 2019 for the purpose of electing a Mayor and City Councilmembers, Place 2. (*Se celebrarán Elecciones Generales y elección de bonos el 5 de noviembre de 2019 con el propósito de elegir a un alcalde y los miembros del Consejo de la Ciudad, Puesto número 2.*)

Budget & Financial Summary: (Presupuesto y Resumen Financiero): The Election Administrator provided a conservative estimate of \$80,000 for this year's election. The cost will be split among the entities on the ballot. This does not include the cost to publish the Notice of Election. The Notice must be published in English and Spanish and must appear in The Eagle and La Voz. (*E/*

Administrador Electoral proporcionó una estimación conservadora de \$80,000 para las elecciones de este año. El costo se dividirá entre las entidades indicadas en la boleta de votación. Este cálculo no incluye el costo de publicar la Notificación de las Elecciones. La Notificación deberá ser publicada en inglés y en español y deberá aparecer en los periódicos The Eagle y La Voz.)

Attachments *(Documentos adjuntos):*

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

INTERLOCAL GOVERNMENT AGREEMENT

Joint Election

This agreement is made this 25th day of July 2019, by and between Brazos County (“the County”) and the City of College Station (“the City”).

WHEREAS, Brazos County will conduct general and special elections on Tuesday, November 5, 2019; and

WHEREAS, the City of College Station will call for a general and special municipal election to be held within the city limits of College Station, Texas, on November 5, 2019; and

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

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

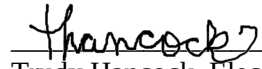
NOW, THEREFORE, IT IS AGREED that a joint election will be held by the County and the City under the following terms and conditions, and the parties hereto agree with said conditions:

1. That there shall be one ballot that contains all appropriate races and propositions available for qualified voters of the two entities.
2. That there shall be one set of voting equipment to be used at the common polling places.
3. That election forms be used and records be maintained in a manner convenient and adequate to record and report the results of the election for the County and the City.
4. That the joint tabulation of the precinct results shall be in a manner to facilitate the independent canvass of returns by the two entities.
5. That each entity shall be responsible for the preparation, publication and Spanish translations of its own Notice of Election and Order of Election.
6. That the implementation, conduct and management of said election shall be by the Brazos County Elections Administrator. The Brazos County Elections Administrator is hereby designated as the Chief Election Official and Early Voting Clerk for the two entities for the elections to be held on November 5, 2019. The implementation, conduct and management of the election shall include, but not be limited to:
 - A. The securing of qualified individuals to serve as election judges for each polling place.
 - B. The securing of locations and facilities where the election is to be conducted.

- C. The securing of the election materials and supplies requisite to the proper administration of the election, and the programming and preparation of DRE voting equipment to be used in the election.
 - D. The securing of a contract with an independent, qualified contractor for election services and supplies.
 - E. The Brazos County Elections Administrator will be responsible for the conduct of joint early voting by personal appearance and by mail, with the City Secretary serving as Joint Early Voting Clerk.
7. The amount to be paid by the City to the County for services rendered by the County in the November 5, 2019, election is:
- A. Brazos County will first fund all costs in full, other than the publication of each entity's Notice of Election.
 - B. The City of College Station will reimburse the County for certain costs as follows:
 - 1. One-fifth (1/5) the cost for payment of the early voting election workers.
 - 2. One-fifth (1/5) the cost paid to an independent, qualified contractor for election services and supplies.
 - 3. Each entity shall fund one-fifth (1/5) the expenses of the election day polling places at vote centers as approved by the Secretary of State's Office.
 - 4. One-fifth (1/5) of the cost of publication for all jointly required notices.
 - 5. The cost of rental of two (2) DRE voting equipment used in the precinct in which the City has items appearing on the ballot for that precinct.
 - 6. One-fifth (1/5) the cost of the Early Ballot Board, Central Counting Station, the tabulation supervisor and data processing manager.
 - 7. Administrative fee of 10% for the City's portion of expenses as allowed in the Texas Election Code.
8. Should any of the five governmental entities that hold elections on the uniform election date (Brazos County, City of Bryan, City of College Station, Bryan ISD, or College Station ISD) cancel all or part of their elections, then the distribution of expenses above shall be prorated accordingly.
9. The financial obligations of the parties under this agreement are payable from current revenues of the respective parties.
10. That the undersigned are the duly authorized representatives of the parties' governing bodies, and their signatures represent adoption and acceptance of the terms and conditions of this agreement.

APPROVED AND AGREED this 25th day of July, 2019.

BRAZOS COUNTY



Trudy Hancock, Elections Administrator

CITY OF COLLEGE STATION

Mayor

City Attorney

Attest:

City Secretary

ACUERDO DE GOBIERNO INTERLOCAL

Elecciones Conjuntas

El presente acuerdo se realiza el 25th día del mes de Julio de 2019, por y entre el Condado de Brazos (“el Condado”) y la Ciudad de College Station (“la Ciudad”).

CONSIDERANDO que el Condado de Brazos celebrará elecciones generales y especiales el martes 5 de noviembre de 2019; y

CONSIDERANDO que la Ciudad de College Station ha convocado elecciones generales y elecciones municipales especiales para realizarse dentro de los límites de la ciudad de College Station, Texas, el 5 de noviembre de 2019; y

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

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

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

1. Que habrá una boleta que contenga todas las nominaciones apropiadas y las propuestas disponibles para los votantes calificados de ambas entidades.
2. Que habrá un juego de los aparatos necesarios para las votaciones a ser utilizado en los centros de votaciones comunes.
3. Que los formularios de elecciones utilizados y los registros llevados, deberán mantenerse de una manera conveniente y adecuada para registrar y reportar los resultados de las elecciones para el Condado y para la Ciudad.
4. Que la tabulación conjunta de los resultados de los distritos se hará de una manera que facilite el escrutinio de los votos de forma independiente para ambas entidades.
5. Que cada entidad será responsable de la preparación, publicación, y traducción al idioma español de sus propios documentos denominados Notificación de Elecciones y Orden de Elecciones.
6. Que la implementación, realización, y manejo de dichas elecciones será dirigida por el Administrador Electoral del Condado de Brazos. El Administrador Electoral del Condado de Brazos es nombrado, por el presente acuerdo, como el Oficial Principal Encargado de las Elecciones y será el Oficial de las Votaciones Tempranas para ambas entidades, para las elecciones a celebrarse el 5 de noviembre de 2019. La implementación, realización, y manejo de las elecciones incluirá, pero no se limitará a lo siguiente:

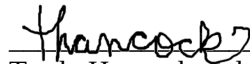
- A. Conseguir individuos calificados para servir como jueces de las elecciones para cada centro de votaciones.
 - B. Conseguir los lugares y las instalaciones donde se realizarán las elecciones.
 - C. Conseguir los materiales para las elecciones y demás suministros necesarios para administrar apropiadamente las elecciones; y para la programación y preparación del equipo de votaciones DRE a ser utilizado en las elecciones.
 - D. Conseguir un contrato con un contratista independiente y calificado para los servicios y materiales necesarios para las elecciones.
 - E. El Administrador Electoral del Condado de Brazos será el responsable de dirigir las votaciones tempranas conjuntas en persona y por correo, en donde la Secretaria de la Ciudad funcionará como el Oficial de las Votaciones Tempranas Conjuntas.
7. La cantidad que la Ciudad le deberá pagar al Condado por servicios ofrecidos por el Condado, en las elecciones del 5 de noviembre de 2019, se detalla a continuación:
- A. El Condado de Brazos financiará todos los costos iniciales, menos la publicación de la Notificación de Elecciones que deberá hacer cada entidad.
 - B. La Ciudad de College Station le reintegrará al Condado ciertos costos como se detalla a continuación:
 - 1. Un quinto (1/5) del costo hacia el pago a los empleados contratados para las votaciones tempranas.
 - 2. Un quinto (1/5) del costo hacia el pago a un contratista independiente y calificado para los servicios y materiales necesarios para las elecciones.
 - 3. Cada entidad financiará un quinto (1/5) de los gastos de los centros de votaciones el día de las elecciones. Este monto deberá ser aprobado por la Oficina del Secretario de Estado.
 - 4. Un quinto (1/5) del costo de las publicaciones de todas las notificaciones conjuntas necesarias.
 - 5. El costo del alquiler de dos (2) juegos de aparatos para votaciones DRE, para ser utilizados en los distritos en los cuales la Ciudad tiene nominaciones que aparecen en la boleta para ese distrito.
 - 6. Un quinto (1/5) del costo del pago remunerado de la Junta de Boleta de Votaciones Tempranas, de la Estación Central de Conteo, del supervisor de tabulación, y del gerente de procesamiento de datos.
 - 7. La cuota administrativa del 10% por la parte de los gastos de la Ciudad como lo es permitido en el Código de Elecciones de Texas.
8. Si alguna de las cinco entidades gubernamentales que celebra elecciones en la fecha uniforme (Condado de Brazos, Ciudad de Bryan, Ciudad de College Station, Distrito Escolar

Independiente de Bryan, Distrito Escolar Independiente de College Station) cancela toda o parte de sus elecciones, entonces la distribución de los gastos mencionados anteriormente será prorrateada de forma correspondiente.

9. Las obligaciones financieras de las partes bajo este acuerdo se pagarán de los ingresos actuales de las partes respectivas.
10. Que los que firman a continuación son los representantes debidamente autorizados por la junta administrativa de las entidades mencionadas, y que sus firmas representan la adopción y aceptación de los términos y condiciones de este acuerdo.

APPROBADO Y ACORDADO el 25th día del mes de Julio de 2019.

CONDADO DE BRAZOS



Trudy Hancock, Administradora Electoral

CIUDAD DE COLLEGE STATION

Alcalde

Abogado de la Ciudad

Doy fe:

Secretaria de la Ciudad

Legislation Details (With Text)

File #:	19-0364	Version:	1	Name:	Annual Purchase Agreement for Sodium Hypochlorite (Bleach)
Type:	Agreement	Status:			Consent Agenda
File created:	7/5/2019	In control:			City Council Regular
On agenda:	7/25/2019	Final action:			
Title:	Presentation, discussion, and possible action regarding approval of the first renewal of the City's annual purchase of sodium hypochlorite (bleach), which will be maintained by water services and expended as needed. The total recommended award is \$115,847 to DXI Industries.				
Sponsors:	Gary Mechler				
Indexes:					
Code sections:					
Attachments:	18-106 Bid Tab 18300690 R1 Renewal Agreement				

Date	Ver.	Action By	Action	Result
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Presentation, discussion, and possible action regarding approval of the first renewal of the City's annual purchase of sodium hypochlorite (bleach), which will be maintained by water services and expended as needed. The total recommended award is \$115,847 to DXI Industries.

Relationship to Strategic Goals: (Select all that apply)

- Core Services and Infrastructure

Recommendation(s):

Staff recommends award to the lowest responsible bidder meeting the specifications as follows:

DXI Industries	\$115,847.00
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Summary:

Staff issued an Invitation to Bid, #18-106 in July 2018, for the annual purchase of sodium hypochlorite. Two (2) sealed bids were received and opened Water Services staff evaluated the bids for compliance to the needed specifications. Council approved the initial award on August 9, 2018 Agenda Item 2Q. Staff is recommending renewing with DXI Industries.

Upon Council approval of this renewal, a blanket order will be issued to DXI Industries. The materials will be expensed as needed basis. This is the first of two possible one year renewal terms.

Budget & Financial Summary:

Funds are budgeted and available in the Water Fund.

Attachments:

1. Bid Tabulation #18-106
2. Renewal Agreement



City of College Station - Purchasing Division
Bid Tabulation for #18-106
"Annual Price Agreement for Sodium Hypochlorite"
Open Date: Thursday, July 26, 2018 @ 2:00 p.m.

				Brenntag Southwest, Inc. Houston, TX		DXI Industries, Inc. Houston, TX	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID							
1	155,000	Gallon	12.5% Sodium Hypochlorite	\$0.88	\$136,400.00	\$0.75	\$115,847.00
BASE BID- TOTAL				\$136,400.00		\$115,847.00	
Bid Certification				X		X	
Bid Bond				N/A		N/A	
Addendum Acknowledged				N/A		N/A	

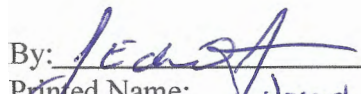
NOTES: Bidder: Univar USA Inc. submitted a No Bid

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew contract no. 18300690 for Annual Price Agreement for Sodium Hypochlorite in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed One Hundred Fifteen Thousand Eight Hundred Forty-Seven and No/100 Dollars (\$115,847.00).

I understand this renewal term will be for the period beginning August 10, 2019 through August 10, 2020. This is the first of two possible renewals.

DXI INDUSTRIES, INC.

By: 
Printed Name: Joseph E Johnston
Title: Field Sales Representative
Date: June 17 2019

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Asst. City Manager/CFO
Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2019

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

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

PRODUCER Marsh Wortham, a division of Marsh USA, Inc PO Box 1388 Houston, TX 77251-1388 www.worthaminsurance.com	CONTACT NAME: Marsh Wortham, a division of Marsh USA, Inc PHONE (A/C, No, Ext): 713-526-3366 FAX (A/C, No): 713-521-1951 E-MAIL: ADDRESS:																					
INSURED DXI Industries, Inc. 1919 Jacintoport Blvd. Houston TX 77015	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A :</td><td>AIG Specialty Insurance Company</td><td>26883</td></tr><tr><td>INSURER B :</td><td>Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER C :</td><td>Zurich American Insurance Company of IL</td><td>27855</td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	AIG Specialty Insurance Company	26883	INSURER B :	Zurich American Insurance Company	16535	INSURER C :	Zurich American Insurance Company of IL	27855	INSURER D :			INSURER E :			INSURER F :		
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INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES

CERTIFICATE NUMBER: 48393528

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR Retro Date 5/15/1986 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		EG 14260719-01	5/1/2019	5/1/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		BAP 0281372-02	5/1/2019	5/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☒ CLAIMS-MADE DED ☒ RETENTION \$10,000		EGU 14260720-01 Follow Form	5/1/2019	5/1/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N ☐ N/A		WC 0281374-02	5/1/2019	5/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of College Station 1101 Texas Avenue College Station TX 77842	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Marsh Wortham, a division of Marsh USA, Inc.
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Coverage Extension Endorsement – Liability Only

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 0281372-02	5/1/2019	5/1/2020				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

- The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.
 - Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
 - Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
 - Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.
- The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability Coverage

The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

F. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

G. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

H. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

I. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

J. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

All other terms, conditions, provisions and exclusions of this policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

Premium: \$ INCL

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**ZURICH**

Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 0281372-02	5/1/2019	5/1/2020	5/1/2019			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Blanket Where Required By Written Contract	30

All other terms and conditions of this policy remain unchanged.

U-CA-812-A CW (05/10)

Page 1 of 1

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

WC 0281374-02

5/1/2019

DXI Industries, Inc.

WC 00 03 13
(Ed. 4-84)

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NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

**PART SIX
CONDITIONS**

- A.** If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Blanket Where Required By Written Contract	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 5/1/2019
Insured DXI Industries, Inc.

Policy No. WC 0281374-02

Endorsement No.
Premium \$

Insurance Company Zurich American Insurance Company of IL

This endorsement, effective 5/1/2019

Forms a part of Policy No: EG 14260719-01

Issued to: DXI Industries, Inc.

By: AIG Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGES A, B AND E ADDITIONAL INSURED - DESIGNATED PERSON(S) OR ORGANIZATION(S)
ENDORSEMENT

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND POLLUTION
LEGAL LIABILITY COVERAGE FORM**

Solely as respects Coverages A, B and E, **SECTION II - WHO IS AN INSURED** is amended to include as an insured the person(s) or organization(s) shown in the Schedule below, but only with respect to **bodily injury, property damage, personal and advertising injury, environmental damage or emergency response costs** caused in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

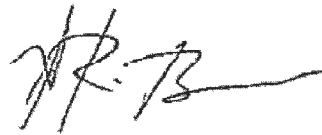
- A. In the performance of **your work**; or
- B. In connection with your premises owned by or rented to you.

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):

Blanket as required by written contract or written agreement
Trinity River Authority of Texas Central Region Waste Water Systems City of
Lubbock
City of Roseville City of
Orlando City of Escondido
Hoyer-Odfjell Thermal Sewer Bulk Transportation, Inc. Union
Pacific Railroad Company
Penske Truck Rental
City of Grand Prairie, 326 W. Main Street, Grand Prairie, TX 75050 Ph: 972-237-8271
City of Cedar Rapids, Purchasing Services Department, 101 1st Street SE, Cedar Rapids, IA 52401

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
(or countersignature (in states where applicable))

MANUSCRIPT

PAGE 1 of 1

This endorsement, effective 5/1/2019

Forms a part of Policy No: EG 14260719-01

Issued to: DXI Industries, Inc.

By: AIG Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US ENDORSEMENT

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND
POLLUTION LEGAL LIABILITY COVERAGE FORM**

It is hereby agreed as follows:

SECTION IV – CONDITIONS, Paragraph 7. Transfer of Rights of Recovery Against Others to Us – Applicable to Coverages A, B, C and E is amended by the addition of the following at the end of such subparagraph:

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make under Coverage A, B, C and E for injury or damage arising out of your ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the person or organization shown in the Schedule below.

SCHEDULE

Name of Person or Organization:

Blanket where required by written contract or agreement

The Las Vegas Valley Water District, it's members and affiliated companies, successors and assigns, including their directors, officers and employees individually and collectively within the scope of their employment

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

94283 (3/07)
CI3021

PAGE 1 OF 1

This endorsement, effective 5/1/2019

Forms a part of Policy No: EG 14260719-01

Issued to: DXI Industries, Inc.

By: AIG Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED ADVICE OF CANCELLATION TO ENTITIES OTHER THAN
THE NAMED INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND
POLLUTION LEGAL LIABILITY COVERAGE FORM**

It is hereby agreed that the following is added to **SECTION IV - CONDITIONS**:

In the event that we cancel this Policy for any reason other than non-payment of premium, and

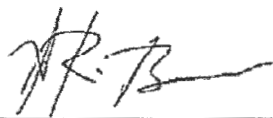
1. the cancellation effective date is prior to this Policy's expiration date;
2. you are under an existing contractual obligation to notify a certificate holder when this Policy is canceled (hereinafter, the "Certificate Holder(s)") and have provided to us, either directly or through your broker of record, the email address of a contact at each such entity; and
3. we received this information after you received notice of cancellation of this Policy and prior to this Policy's cancellation effective date, via an electronic spreadsheet that is acceptable to us,

we will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after you provide such information to us.

Proof of our emailing the Advice, using the information provided by you, will serve as proof that we have fully satisfied our obligations under this Endorsement.

This Endorsement does not affect, in any way, coverage provided under this Policy or the cancellation of this Policy or the effective date thereof, nor shall this Endorsement invest any rights in any entity not insured under this Policy.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
(or countersignature (in states where applicable))



Legislation Details (With Text)

File #:	19-0369	Version:	1	Name:	Base Failure and Road Reconstruction Contract Renewal
Type:	Renewal	Status:		Status:	Consent Agenda
File created:	7/8/2019	In control:		In control:	City Council Regular
On agenda:	7/25/2019	Final action:		Final action:	
Title:	Presentation, discussion, and possible action regarding the first contract renewal with Brazos Paving, Inc. for base failure repairs and pavement treatments in an amount not to exceed \$5,000,000.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Tabulation 18300622 Renewal 1 letter				

Date	Ver.	Action By	Action	Result
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Presentation, discussion, and possible action regarding the first contract renewal with Brazos Paving, Inc. for base failure repairs and pavement treatments in an amount not to exceed \$5,000,000.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approving the first renewal for contract #18300622 with Brazos Paving, Inc. for base failure repairs and pavement treatments in an amount not to exceed \$5,000,000.

Summary: On July 11, 2018, in response to bid #18-100, the City received two competitive sealed bids for base failure repairs and pavement treatments for City of College Station streets. This contract is for installed Hot Mix Type D asphalt, installed emulsion and base failure repairs. In addition, this contract allows the city to retain the asphalt millings or have the contractor retain them. Brazos Paving, Inc. was the lowest responsible bidder.

This renewal term will be for the period beginning August 10, 2019 through August 9, 2020. This is the first of two possible renewals.

Budget & Financial Summary: Funds are available in the Roadway Maintenance Fund.

Attachments:

1. Bid Tabulation
2. Renewal letter



City of College Station - Purchasing Division
Bid Tabulation for #18-100
"Annual Base Failure Repairs and Road Reconstruction"
Open Date: Tuesday, July 11, 2018 @ 2:00 p.m.

				Brazos Paving, Inc.		Larry Young Paving Inc.	
Item	Estimated Annual Quantity	Unit of Measure	Description	Unit Price	Total Price	Unit Price	Total Price
1	50,000	Ton	Asphalt, Hot Mix, Type D, Installed , 2-3 inches thick (including tack coat) in accordance with Section 32 12 16 of the "Bryan/College Station Unified Design Specifications"	\$76.25	\$3,812,500.00	\$78.00	\$3,900,000.00
2	10,000	Gallon	Emulsion, (SS 1) Installed	\$2.10	\$21,000.00	\$3.00	\$30,000.00
3	25,000	Sq Yard	Base Failure Repairs, performance of 8" full depth base failure repair w/ type B Hotmix prior to or during road reconstruction as specified. Pricing should include all material and labor costs.	\$37.60	\$940,000.00	\$38.09	\$952,250.00
4	30,000	Sq Yard	When Required by City, mill and excavate the depleted asphalt up to 2 inches in depth. Contractor will retain asphalt millings.	\$1.90	\$57,000.00	\$0.50	\$15,000.00
5	30,000	Sq Yard	When Required by City, mill and excavate the depleted asphalt up to 2 inches in depth. Contractor will deliver the asphalt millings to the City's stockpile area at 300 William King Cole.	\$2.30	\$69,000.00	\$2.00	\$60,000.00
Grand Total				\$4,899,500.00		\$4,957,250.00	
Bid Certification				Y		Y	
Bid Bond				Y		Y	
Addendum Acknowledged				Y		Y	

.....

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Contract 18300622, Annual Purchase of Asphalt, Hot Mix Type D, as needed, in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed Five Million Dollars and no cents (\$5,000,000).

Pricing will be structured as follows:

Original Bid Pricing:

Line item 1:

Asphalt, Hot Mix Type D Installed, 2-3 Inches thick
In accordance with Section 32 12 16 of Bryan College
Station Unified Design Specifications

EST Qty 50,000 tons.

\$76.25 per ton

Line item 2:

Emulsion (SS1) Installed

EST Qty 10,000 gallons

\$ 2.10 gallon

Line item 3:

Base Failure Repairs w/8" full depth base repair w/ Type B Hotmix

EST Qty 25,000 sq. yards

\$37.60 sq. yds.

Line item 4:

Mill and Excavate Depleted Asphalt to 2" deep.

Contractor will retain asphalt millings

EST Qty 30,000 sq. yards

\$ 1.90 sq. yds

Line item 5:

Mill and Excavate Depleted Asphalt to 2" deep

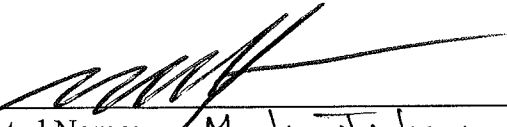
Contractor will deliver asphalt milling to City's stockpile at 300 William King Cole

EST Qty 30,000 sq. yards

\$ 2.30 sq. yds.

I understand this renewal term will be for the period beginning August 10, 2019 through August 9, 2020. This is the first renewal of two possible renewals.

BRAZOS PAVING INC.

By: 

Printed Name: Martin Jackson

Title: President

Date: 6/27/19

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

Assistant City Manager/CFO

Date: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Brazos Paving, Inc.
Bryan, TX United States

Certificate Number:
2019-511180

Date Filed:
06/28/2019

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City Of College Station

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

18300622R1
Annual Purchase of Asphalt Hot Mix, Type D Installed

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



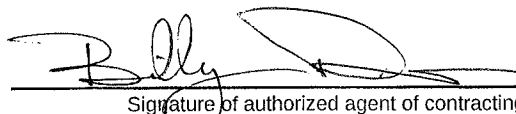
6 UNSWORN DECLARATION

My name is Billy Prewitt, and my date of birth is 9/2/1976.

My address is 10880 Old Chappell Hill Rd Chappell Hill TX 77426 US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Brazos County, State of Texas, on the 28th day of June, 20 19.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

Legislation Details (With Text)

File #:	19-0378	Version:	1	Name:	Parking Removal – Greens Prairie Reserve Subdivision Phase 101
Type:	Ordinance	Status:		Status:	Consent Agenda
File created:	7/8/2019	In control:		In control:	City Council Regular
On agenda:	7/25/2019	Final action:		Final action:	
Title:	Presentation, discussion, and possible action regarding an Ordinance amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time," of the Code of Ordinances by removing parking on newly both sides of Diamondback Drive between Arrington Road and 435 feet west of Oldham Oaks Avenue and both sides of Oldham Oaks Avenue between Diamondback Drive and Crystal Ridge Court.				
Sponsors:	Jason Schubert				
Indexes:					
Code sections:					
Attachments:	Ordinance Parking Removal Exhibit				
Date	Ver.	Action By	Action		Result

Presentation, discussion, and possible action regarding an Ordinance amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time," of the Code of Ordinances by removing parking on newly both sides of Diamondback Drive between Arrington Road and 435 feet west of Oldham Oaks Avenue and both sides of Oldham Oaks Avenue between Diamondback Drive and Crystal Ridge Court.

Relationship to Strategic Goals:

- Neighborhood Integrity
- Core Services and Infrastructure
- Improving Mobility

Recommendation: Staff recommends approval of the ordinance.

Summary: The proposed ordinance removes on-street parking from two newly constructed minor collector streets in Phase 101 of the Greens Prairie Reserve subdivision. The streets are Diamondback Drive and Oldham Oaks Avenue and the parking removals are shown graphically on the Parking Removal Exhibit.

During conceptual design of the Greens Prairie Reserve subdivision, the developer requested the City consider an alternative cross section for the Minor Collector streets within the subdivision. The typical Minor Collector is constructed with a 38-foot pavement width and 6-foot sidewalks on each side of the street. The 38-foot pavement width provides for two travel lanes and on-street bike lanes. The desire by the developer was to provide an alternative to on-street bike lanes by providing multi-use paths for bicycle and pedestrian users instead. The multi-use paths provided on each side of the

Minor Collectors are 12 feet in width. With on-street bike lanes removed, the pavement was reduced to 27 feet in width to help control speed while on-street parking is proposed to be removed to help maintain the vehicular capacity anticipated for a Minor Collector.

The final plat for Phase 101 was approved by the Planning & Zoning Commission and has been filed for record at the Courthouse. The no parking signs along Diamondback Drive and Oldham Oaks Avenue were installed with the construction of the streets. The proposed ordinance will formally implement the on-street parking removal as provided with the street cross section that has been constructed.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Parking Removal Exhibit

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38, “TRAFFIC AND VEHICLES,” ARTICLE VI “TRAFFIC SCHEDULES,” SECTION 38-1014 “TRAFFIC SCHEDULE XIV, NO PARKING HERE TO CORNER AND NO PARKING ANY TIME,” BY REMOVING PARKING ON BOTH SIDES OF DIAMONDBACK DRIVE BETWEEN ARRINGTON ROAD AND 435 FEET WEST OF OLDHAM OAKS AVENUE AND BOTH SIDES OF OLDHAM OAKS AVENUE BETWEEN DIAMONDBACK DRIVE AND CRYSTAL RIDGE COURT, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, 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 38, “Traffic and Vehicles,” Article VI “Traffic Schedules,” Section 38-1014 “Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time,” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance upon a finding of liability thereof shall be deemed liable for a civil offense and punished with a civil penalty of not less than one dollar (\$1.00) and not more than two thousand dollars (\$2,000.00) or upon conviction thereof guilty of a misdemeanor, shall be punished by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this 25th day of July, 2019.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Chapter 38, “Traffic and Vehicles,” Article VI. “Traffic Schedules”, Section 38-1014 “Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time,” is hereby amended to include the following:

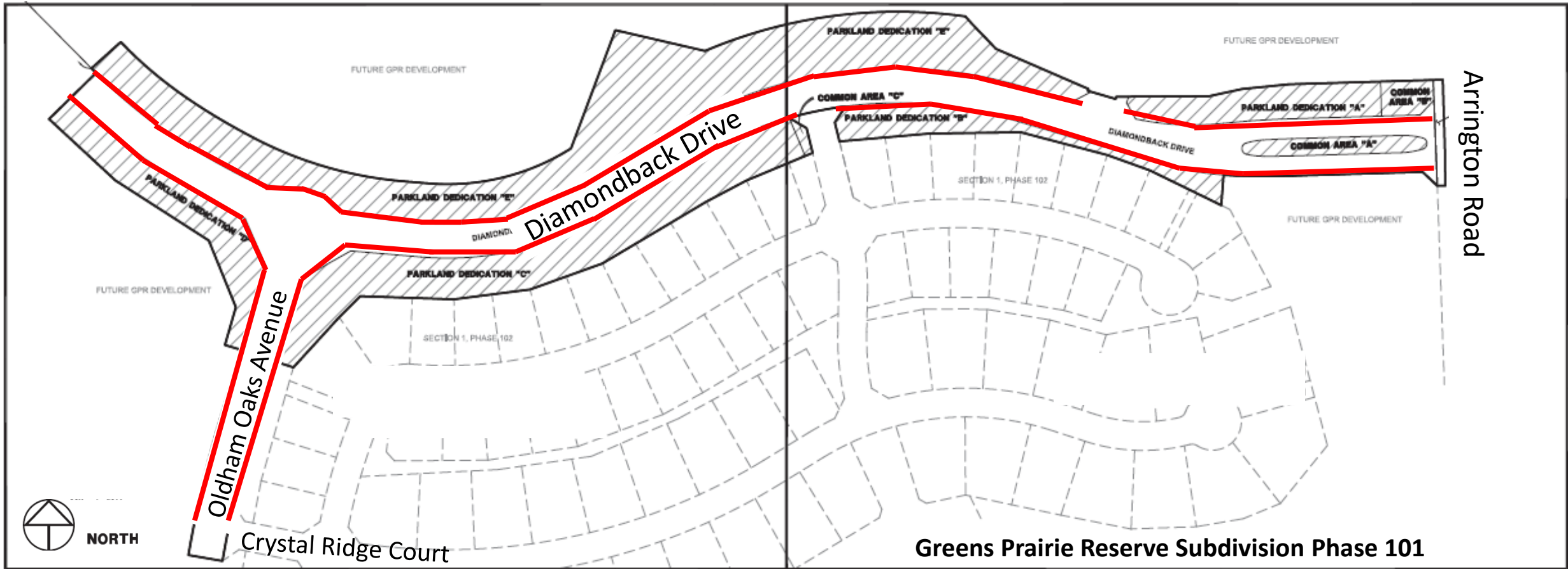
1. Diamondback Drive

- a. Traveling on: Diamondback Drive
- b. Between: Arrington Road and 435 feet west of Oldham Oaks Avenue
- c. Travel Direction: East & West
- d. Restriction: No parking any time

2. Oldham Oaks Avenue

- a. Traveling on: Oldham Oaks Avenue
- b. Between: Diamondback Drive and Crystal Ridge Court
- c. Travel Direction: North & South
- d. Restriction: No parking any time

— Parking Removal





Legislation Details (With Text)

File #:	19-0379	Version:	1	Name:	Parking Removal – Greens Prairie Reserve Subdivision Phase 102
Type:	Ordinance	Status:		Status:	Consent Agenda
File created:	7/8/2019	In control:		In control:	City Council Regular
On agenda:	7/25/2019	Final action:		Final action:	
Title:	Presentation, discussion, and possible action regarding an Ordinance amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time," of the Code of Ordinances by removing parking on the west side of Martin Wing Way between Diamondback Drive and Pearl River Court, the east side of Martin Wing Way between Crystal Ridge Court and Diamondback Drive, the south side of Crystal Ridge Court from Oldham Oaks Avenue to around the cul-de-sac, the north side of Crystal Ridge Court between Pearl River Court and Oldham Oaks Avenue, around the cul-de-sac and north side of Pearl River Court to Martin Wing Way, the north side of Pearl River Court between Martin Wing Way and Crystal Ridge Court, the south side of Pearl River Court from Crystal Ridge Court to around the cul-de-sac, the south side of Pearl River Court between 225 feet north of Crystal Ridge Court to 375 feet north of Crystal Ridge Court, and the north side of Pearl River Court between 345 feet south of Crystal Ridge Court and 275 feet south of Crystal Ridge Court.				
Sponsors:	Jason Schubert				
Indexes:					
Code sections:					
Attachments:	Parking Removal Exhibit Ordinance - revised				

Date	Ver.	Action By	Action	Result
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Presentation, discussion, and possible action regarding an Ordinance amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time," of the Code of Ordinances by removing parking on the west side of Martin Wing Way between Diamondback Drive and Pearl River Court, the east side of Martin Wing Way between Crystal Ridge Court and Diamondback Drive, the south side of Crystal Ridge Court from Oldham Oaks Avenue to around the cul-de-sac, the north side of Crystal Ridge Court between Pearl River Court and Oldham Oaks Avenue, around the cul-de-sac and north side of Pearl River Court to Martin Wing Way, the north side of Pearl River Court between Martin Wing Way and Crystal Ridge Court, the south side of Pearl River Court from Crystal Ridge Court to around the cul-de-sac, the south side of Pearl River Court between 225 feet north of Crystal Ridge Court to 375 feet north of Crystal Ridge Court, and the north side of Pearl River Court between 345 feet south of Crystal Ridge Court and 275 feet south of Crystal Ridge Court.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Neighborhood Integrity
- Improving Mobility

Recommendation: Staff recommends approval of the ordinance amendment.

Summary: The proposed ordinance removes on-street parking from the three newly constructed streets in Phase 102 of the Greens Prairie Reserve subdivision: Martin Wing Way, Crystal Ridge Court, and Pearl River Court. The parking removals are shown graphically on the Parking Removal Exhibit.

In September 2013, Council adopted an amendment to the Subdivision Regulations contained in the Unified Development Ordinance (UDO) by creating a section entitled "Single-Family Residential Parking Requirements for Platting." This section resulted from the efforts of a Joint Neighborhood Parking Task Force, consisting of Council and Planning & Zoning Commission members, which sought solutions to concerns regarding emergency access and on-street parking along residential streets. The section seeks to proactively limit potential issues by providing options for developers of new subdivisions to choose from a menu of residential parking options which include: providing wider streets, narrower streets, standard width streets with parking removal, wide lot frontages, visitor alley-fed off-street parking, or visitor parking areas.

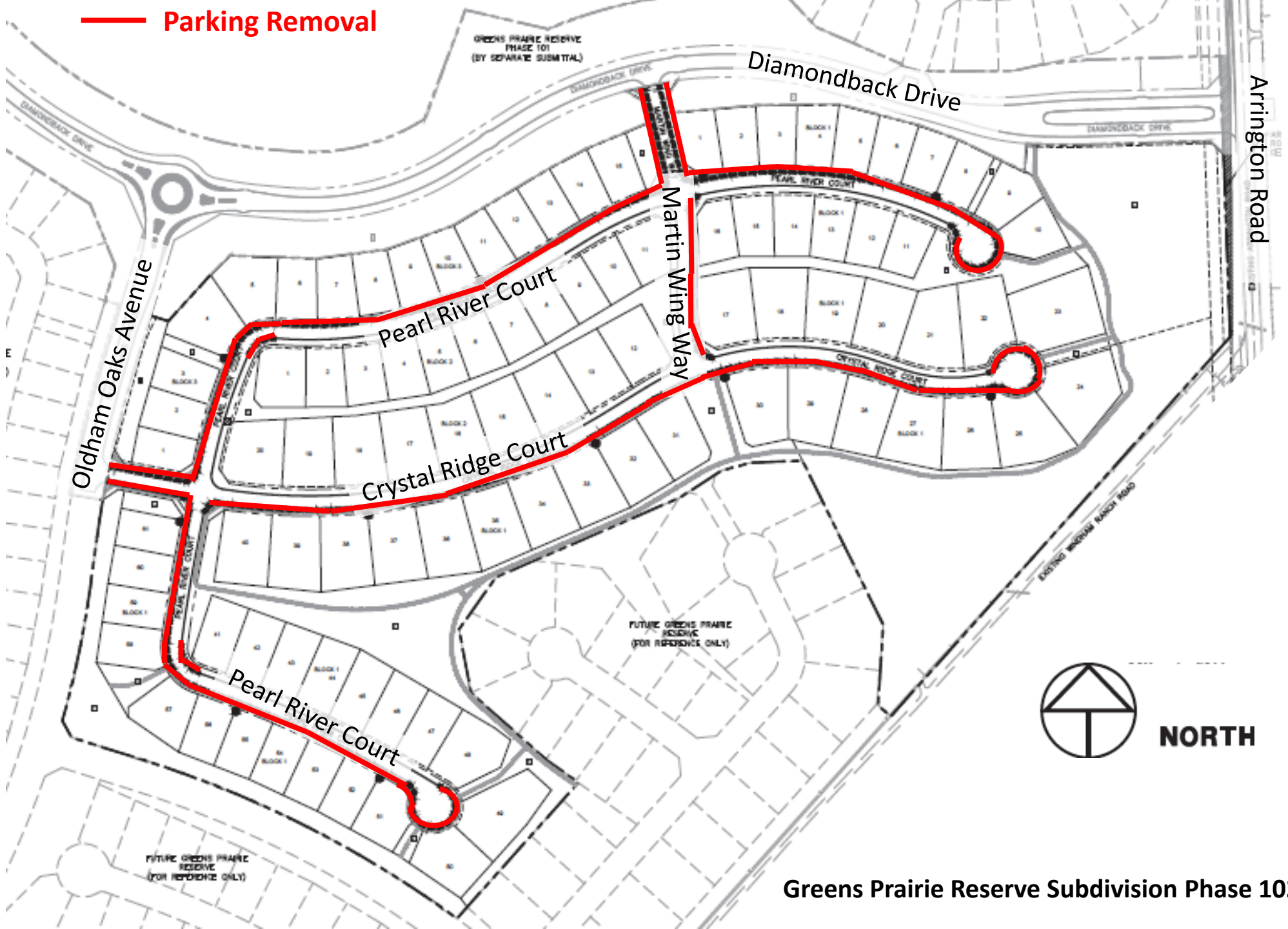
The developer of Phase 102 of the Greens Prairie Reserve subdivision choose to construct a standard width residential street and remove on-street parking on one side of the street to comply with the Single-Family Residential Parking Requirements for Platting section. On-street parking is proposed to be removed from both sides of the main entrances to this portion of the subdivision as well as on the inside of a curve in two areas. The no parking signs were installed with the construction of the streets. The final plat for Phase 102 was approved by the Planning & Zoning Commission and has been filed for record at the Courthouse. There are no residential units that have completed construction along these streets and this ordinance will formally implement the parking removal as proposed by the developer with the plat of the property.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Parking Removal Exhibit

Parking Removal



Greens Prairie Reserve Subdivision Phase 102

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38, “TRAFFIC AND VEHICLES,” ARTICLE VI “TRAFFIC SCHEDULES,” SECTION 38-1014 “TRAFFIC SCHEDULE XIV, NO PARKING HERE TO CORNER AND NO PARKING ANY TIME,” BY REMOVING PARKING ON THE WEST SIDE OF MARTIN WING WAY BETWEEN DIAMONDBACK DRIVE AND PEARL RIVER COURT, THE EAST SIDE OF MARTIN WING WAY BETWEEN CRYSTAL RIDGE COURT AND DIAMONDBACK DRIVE, THE SOUTH SIDE OF CRYSTAL RIDGE COURT FROM OLDHAM OAKS AVENUE TO AROUND THE CUL-DE-SAC, THE NORTH SIDE OF CRYSTAL RIDGE COURT BETWEEN PEARL RIVER COURT AND OLDHAM OAKS AVENUE, AROUND THE CUL-DE-SAC AND THE NORTH SIDE OF PEARL RIVER COURT TO MARTIN WING WAY, THE NORTH SIDE OF PEARL RIVER COURT BETWEEN MARTIN WING WAY AND CRYSTAL RIDGE COURT, THE SOUTH SIDE OF PEARL RIVER COURT FROM CRYSTAL RIDGE COURT TO AROUND THE CUL-DE-SAC, THE SOUTH SIDE OF PEARL RIVER COURT BETWEEN 225 FEET NORTH OF CRYSTAL RIDGE COURT AND 375 FEET NORTH OF CRYSTAL RIDGE COURT, AND THE NORTH SIDE OF PEARL RIVER COURT BETWEEN 345 FEET SOUTH OF CRYSTAL RIDGE COURT AND 275 FEET SOUTH OF CRYSTAL RIDGE COURT, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, 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 38, “Traffic and Vehicles,” Article VI “Traffic Schedules,” Section 38-1014 “Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time,” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance upon a finding of liability thereof shall be deemed liable for a civil offense and punished with a civil penalty of not less than one dollar (\$1.00) and not more than two thousand dollars (\$2,000.00) or upon conviction thereof guilty of a misdemeanor, shall be punished by a fine of not less than twenty five dollars (\$25.00) and not more than five

hundred dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this 25th day of July, 2019.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Chapter 38, “Traffic and Vehicles,” Article VI. “Traffic Schedules”, Section 38-1014 “Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time,” is hereby amended to include the following:

1. Martin Wing Way

- a. Traveling on: Martin Wing Way
- b. Between: Diamondback Drive and Pearl River Court
- c. Travel Direction: South
- d. Restriction: No parking any time

2. Martin Wing Way

- a. Traveling on: Martin Wing Way
- b. Between: Crystal Ridge Court and Diamondback Drive
- c. Travel Direction: North
- d. Restriction: No parking any time

3. Crystal Ridge Court

- a. Traveling on: Crystal Ridge Court
- b. Between: Oldham Oaks Avenue to around the cul-de-sac
- c. Travel Direction: East
- d. Restriction: No parking any time

4. Crystal Ridge Court

- a. Traveling on: Crystal Ridge Court
- b. Between: Pearl River Court to Oldham Oaks Avenue
- c. Travel Direction: West
- d. Restriction: No parking any time

5. Pearl River Court

- a. Traveling on: Pearl River Court
- b. Between: Around the cul-de-sac to Martin Wing Way
- c. Travel Direction: West
- d. Restriction: No parking any time

6. Pearl River Court

- a. Traveling on: Pearl River Court
- b. Between: Martin Wing Way and Crystal Ridge Court
- c. Travel Direction: Southwest
- d. Restriction: No parking any time

7. Pearl River Court

- a. Traveling on: Pearl River Court
- b. Between: Crystal Ridge Way to around the cul-de-sac
- c. Travel Direction: Southeast
- d. Restriction: No parking any time

8. Pearl River Court

- a. Traveling on: Pearl River Court
- b. Between: 225 feet north of Crystal Ridge Court and 375 feet north of Crystal Ridge Court
- c. Travel Direction: Northeast
- d. Restriction: No parking any time

9. Pearl River Court

- a. Traveling on: Pearl River Court
- b. Between: 345 feet south of Crystal Ridge Court and 275 feet south of Crystal Ridge Court
- c. Travel Direction: Northwest
- d. Restriction: No parking any time



Legislation Details (With Text)

File #:	19-0390	Version:	2	Name:	Termination of Tax Abatement Agreement and approval of The First Restated EDC with Strategic BH- College Station, LLC
Type:	Contract	Status:			Consent Agenda
File created:	7/15/2019	In control:			City Council Regular
On agenda:	7/25/2019	Final action:			
Title:	Presentation, discussion, and possible action regarding the mutual termination of Tax Abatement Agreement and approval of The First Restated Economic Development Agreement with Strategic Behavioral Health College Station, LLC.				
Sponsors:	Aubrey Nettles				
Indexes:					
Code sections:					
Attachments:	First Restated EDA Signed SBH Abatement Letter Signed				

Date	Ver.	Action By	Action	Result
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Presentation, discussion, and possible action regarding the mutual termination of Tax Abatement Agreement and approval of The First Restated Economic Development Agreement with Strategic Behavioral Health College Station, LLC.

Diverse and Growing Economy

Recommendation(s): staff recommends approval of terminating the Tax Abatement Agreement and moving forward with The First Restated Economic Development Agreement with Strategic BH- College Station, LLC.

Summary: The City of College Station entered into an Economic Development Agreement and Tax Abatement Agreement with Strategic Behavioral Health (AKA: Strategic BH- College Station, LLC) in 2010. The Tax Abatement Agreement required Strategic Behavioral Health to add a combined taxable value for real and personal property of at least \$10,000,000. Additionally, Strategic Behavioral Health is required to employ at least 150 Full Time Equivalents with an annual payroll of at least \$7,969,000 starting in 2017. The abatement schedule is as follows:

<u>Tax year</u>	<u>Percentage Abatement</u>
2014	100%
2015	90%
2016	80%
2017	70%
2018	60%
2019	50%
2020	40%
2021	30%
2022	20%

Strategic Behavioral Health has met the taxable value requirements of the agreement but did not meet the employment requirements in 2017 and 2018. In an effort to support and continue the development of Strategic Behavioral Health, the City has decided to terminate the tax abatement and move forward with The First Restated Economic Development Agreement. The terms of the revised agreement are as follows:

<u>Tax year</u>	<u>Incentive Payment</u>
2018	60% assessed ad valorem minus \$4,929.00
2019	50% assessed ad valorem minus \$4,578.00
2020	40% assessed ad valorem
2021	30% assessed ad valorem
2022	20% assessed ad valorem

Budget & Financial Summary: This item will remove the formal tax abatement the City has with Strategic Behavioral Health. The incentive payment percentages are the same in the First Restated Economic Development Agreement as they were in the original agreement. The First Restated Economic Development Agreement includes a negative \$9,507 in incentive pay to account for the percentage of which Strategic Behavioral Health did not meet the employment requirements in 2017 and 2018.

Attachments: Will be available at the meeting.

**THE FIRST RESTATED ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF COLLEGE STATION AND STRATEGIC BH-COLLEGE STATION,
LLC**

This First Restated Agreement is entered into by and between the CITY OF COLLEGE STATION, TEXAS, a home-rule municipal corporation (hereinafter referred to as the "CITY") and STRATEGIC BH-College Station, LLC, a Delaware corporation authorized to transact business in Texas (hereinafter referred to as the "DEVELOPER").

WHEREAS, the CITY is authorized and empowered under applicable Texas law to offer incentives to aid in the economic development of commercial enterprises and redevelopment projects within the geographic boundaries of the CITY pursuant to an Economic Development Plan; and

WHEREAS, pursuant to the above, the City and Strategic BH-College Station LLC (SBH") entered into that one certain Economic Development Agreement Between the City of College Station and SBH on or about November 19, 2012 (the "Agreement"); and

WHEREAS, the parties now desire to end the applicability of the Agreement from this point forward and to substitute this, The First Restated Economic Development Agreement between the City of College Station and SBH (the "First Restated Agreement") as set forth herein in order to continue furthering the purposes and goals of the City's Economic Development Plan in a manner mutually agreed upon by the parties hereto;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the CITY and DEVELOPER agree as follows:

1. General Provision

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

2. Definitions

2.1 **Completion of Construction** – shall mean (a) substantial completion of the Improvements and (b) a final Certificate of Occupancy has been issued for the Improvements.

2.2 **Effective Date** - The date on which this Agreement is duly approved by all parties.

2.3 **Full-Time Employee or FTE** shall mean any employee (excluding temporary or seasonal employees) on the payroll in a budgeted position and having an officially scheduled work week of thirty-five (35) hours or more who according to DEVELOPER company policy is entitled to full benefits as a full time employee.

2.4 **Gross Payroll** shall mean the number that DEVELOPER reports to the Texas Workforce Commission quarterly.

2.5 **Improvements** – the behavioral health hospital building containing approximately 50,000 square feet of space and combined with the Property and Tangible Personal Property, valued at not less than \$10,000,000.00 to be constructed on the Property and other ancillary facilities such as reasonably required parking and landscaping more fully described in the submittals filed by DEVELOPER with the CITY from time to time in order to obtain building permit(s).

2.6 **Incentive Payment** – The incentive payment from the CITY to DEVELOPER in an amount based upon a calculation involving a percentage of assessed ad valorem taxes when DEVELOPER meets certain obligations and representations as set forth in this First Restated Agreement, relating to the Property and Developer's performance therein.

2.7 **Premises** – the Property and Improvements following construction thereof.

2.8 **Property** - an approximately six (6) acre portion of an approximately seventeen (17) acre tract of land located generally at 1401 Arnold Road, College Station, Texas, adjacent to the College Station Medical Center as depicted in **Exhibit "A"**.

2.9 **Tangible Personal Property** – tangible personal property, equipment and fixtures, excluding inventory and supplies owned or leased by the DEVELOPER that is added to the Improvements subsequent to the execution of this Agreement and the Tax Abatement Agreement

3. **Tax Incentive**

3.1 **Tax Incentive**

To the extent allowed by applicable law and if it is determined by the CITY that DEVELOPER has met all its obligations and representations in this First Restated Agreement, the CITY agrees to provide Incentive Payments as set forth below. The parties agree and understand the Incentive Payments for each year this First Restated Agreement is in effect and for which DEVELOPER has met all its obligations and representations in Section 4 herein, shall be as follows:

<u>Tax year</u>	<u>Incentive Payment</u>
2018	60% assessed ad valorem minus \$4,929.00
2019	50% assessed ad valorem minus \$4,578.00
2020	40% assessed ad valorem
2021	30% assessed ad valorem
2022	20% assessed ad valorem

4. **DEVELOPER's Obligations and Representations**

4.1 Construction of Improvements

4.1.1 The parties agree that DEVELOPER constructed the Improvements on the Property and must operate the Premises as a behavioral health hospital as described herein throughout the term of this First Restated Agreement.

4.1.2 The parties agree the DEVELOPER invested a minimum of Ten Million Dollars (\$10,000,000.00) in the Improvements, Property and Tangible Personal Property within two (2) years from the Effective Date of the Agreement.

4.2 Employment and Job Creation

4.2.1 The DEVELOPER agrees that on or before the end of 2018 and each year thereafter for the term of this First Restated Agreement, the DEVELOPER will employ no fewer than a total of 90 FTE's with a total annual Gross Payroll no less than \$6,000,000.00.

4.3 Utilities

To the extent permitted by law, the DEVELOPER agrees that it will purchase retail electric service from the CITY for a minimum time equal to the term of this First Restated Agreement on the condition that such electric rates charged by the CITY to the DEVELOPER shall be comparable to electric rates charged to any other customer of the CITY within the same rate classification.

4.4 Reporting Requirements

The DEVELOPER shall submit to the CITY on an annual basis beginning one (1) year from Completion of Construction and continuing each year thereafter for the term of this First Restated Agreement, the information or reports necessary for the monitoring of the performance criteria established in this First Restated Agreement. The submission of these reports shall be the responsibility of the DEVELOPER and shall be certified by a Certified Public Accountant at the DEVELOPER's expense and signed by the president of the corporation.

4.5 Notice of Intent to Cease Operation

If the DEVELOPER ceases or intends to cease operation of its business as described herein at the Premises during the term of this First Restated Agreement it shall give thirty (30) days prior written notice to the CITY.

4.6 Compliance with Applicable Laws

At all times during which the DEVELOPER operates the Premises, the DEVELOPER will remain in compliance with all applicable laws, rules and regulations including without limitation, all applicable environmental laws, rules and regulations.

4.7 Indemnity

The DEVELOPER agrees to and shall indemnify and hold harmless and defend the CITY, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all reasonable expenses of litigation, court costs, and reasonable attorney's fees, for injury to or death of any person, for damage to the Property or Improvements, for any breach of contract, or its failure to abide by all applicable environmental laws, rules and regulations arising out of or in connection with the Agreement and with this First Restated Agreement, and the DEVELOPER's operation of its business on the Premises. However, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit, and liability where the injury, death, or damage results from the negligence of the CITY, and the CITY's percentage of fault is deemed to be greater than fifty percent (50%) of the fault.

4.8 Release

The DEVELOPER 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 or death of, any person (whether they be either of the parties hereto, their employees or other third parties) and any loss of or damage to Property (whether Property of either of the parties hereto, their employees, or of third parties) or its failure to abide by all applicable environmental laws, rules and regulations that is caused by or alleged to be caused by, arising out of, or in connection with the Agreement and with this First Restated Agreement. However, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit, and liability where the injury, death, or damage results from the negligence of the CITY, and the CITY's percentage of fault is deemed to be greater than fifty percent (50%).

The parties release each other from any current or future obligations they had or may have had to each other under the Agreement; and mutually understand that all current and future obligations are subject solely to this First Restated Agreement.

5. Term

The term of this First Restated Agreement is three (3) years from the Effective Date.

6. Default

6.1 DEVELOPER Default

Should the DEVELOPER fail to timely, fully and completely comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this First Restated Agreement such failure shall be a default by the DEVELOPER and, if not fully and completely cured and corrected within thirty (30) days after written notice to do so, the CITY may terminate this First Restated Agreement. In the event this First Restated Agreement is terminated under this paragraph, the DEVELOPER understands and agrees the CITY no longer is obligated to pay the Incentive Payment under this First Restated Agreement and is not liable to the DEVELOPER under the terms of the Agreements nor the First Restated Agreement.

6.2 CITY Default

Should the CITY fail to timely, fully and completely comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this First Restated Agreement such failure shall be a default by the CITY and, if not fully and completely cured and corrected within thirty (30) days after written notice to do so, the DEVELOPER may terminate this First Restated Agreement. A default by the CITY is limited, as long as the DEVELOPER is not in default under this First Restated Agreement to the CITY failing to grant, or rescinding, the Incentive Payment, except as authorized herein or as required by law.

7. Assignment

This First Restated Agreement shall be binding on and shall inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This First Restated Agreement may not be assigned by the DEVELOPER without the prior written consent of the City Manager, which consent will not be unreasonably withheld, conditioned or delayed. A change in ownership, in a single transaction, of fifty one percent (51%) of the stock of the DEVELOPER shall be considered an assignment for purposes of this paragraph.

8. Invalidity

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

9. Written Notice

All notices required by this First Restated Agreement (i) shall be in writing, (ii) shall be addressed to the parties as set forth below unless notified in writing of a change in address, and (iii) shall be deemed to have been delivered either when personally delivered or, if sent by mail,

in which event it shall be sent by registered or certified mail, return receipt requested, three (3) business days after mailing. The addresses of the parties are as follows:

To DEVELOPER: Strategic BH-College Station, LLC
8295 Tournament Drive Site 201
Memphis, TN 38125
Attn: Mike Orino

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

10. Severability

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

11. Entire Agreement

It is understood that this First Restated Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings, written or oral, between the parties relating to the subject matter except as may be expressly provided for otherwise elsewhere herein. No oral understandings, statements, promises or inducements contrary to the terms of this First Restated Agreement exist. This First Restated Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the CITY, either before or after the execution of this First Restated Agreement, shall affect or modify any of the terms or obligations hereunder.

12. Amendment

No amendment to this First Restated Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of the DEVELOPER and the CITY.

13. Recitals

The determinations recited and declared in the preambles to this First Restated Agreement are hereby incorporated herein as part of this First Restated Agreement.

14. Exhibits

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

15. Texas Law

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

16. Place of Performance

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

17. Counterpart

This First Restated Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

18. Authority to Enter Contract

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

19. Waiver

Failure of any party, at any time, to enforce a provision of this First Restated Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this First Restated Agreement, any part hereof, or the right of the party thereafter to enforce each and every provision hereof. No term of this First Restated 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.

20. Representation

The DEVELOPER represents and warrants that no member of the College Station City Council, the Brazos County Commissioners Court or County Judge has an interest in the Property, and that the same are not owned or leased by any member of the College Station City Council, the Brazos County Commissioners Court or County Judge. The DEVELOPER further represents and warrants that no member of the College Station City Council is under contract either directly or indirectly with the DEVELOPER or the DEVELOPER's agents, contractors or subcontractors.

This representation and warranty shall be in effect for the full term of this First Restated Agreement.

EXECUTED this _____ day of _____, 2019.

List of Exhibits:

Exhibit "A" Property Description

STRATEGIC BH-COLLEGE STATION, LLC

CITY OF COLLEGE STATION

BY: 
Name: Michael A. Orans
Title: CEO
Date: 7/14/19

BY: _____
Mayor
Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager

Date

City Attorney

Date

Executive Director, Business Services

Date

EXHIBIT “A”

Property Description

Mike Orians, CEO
Strategic BH-College Station, LLC
8295 Tournament Drive, Suite 201
Memphis, TN 38125

July 25, 2019

Via Regular Mail and CMRRR # _____

*Re: Letter Agreement for the Mutual Termination of Tax Abatement Agreement,
Contract No. 13-072*

Dear Mr. Orians:

Strategic BH-College Station, LLC ("SBH") and the City of College Station ("City") entered into an Economic Development Agreement on or about November 19, 2012 as referenced above (the "Agreement").

Due to a desire by both parties and pursuant to the provisions in the Agreement, the parties hereby terminate such Agreement contingent upon entering into the First Restated Economic Development Agreement Between the City of College Station and Strategic BH-College Station, LLC (the "First Restated Agreement") as set forth herein as Exhibit "A."

Mutual Release of Claims/Potential Counterclaims. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and SBH each for itself as well as their respective predecessors, successors, parents, subsidiaries, affiliates, partners, assigns, and all of the present and former directors, officers, employees, agents, shareholders, representatives, insurers, transferees, and principals, do hereby irrevocably waive, release, remit and forever discharge each other of and from any and all claims, counterclaims, causes of action, rights, remedies or liability of whatsoever nature or sort, arising from or related to the Agreement in the present or in the future, whether now known or unknown, and whether arising under federal, state, or local statute or regulation, contract, tort, common law, or otherwise through the Effective Date of this Letter Agreement, including but not limited to any such claims under any prior agreements or understandings asserted by any party against the other.

Please sign below and return a copy of this Letter Agreement to Tanya Smith, City Secretary via regular mail to: City of College Station, Attn: Tanya Smith, City Secretary, P.O. Box 9960, College Station, Texas 77842.

This Letter Agreement becomes effective when duly approved by the parties hereto.

IN WITNESS WHEREOF the Parties have caused this Letter Agreement to be executed by their duly authorized representatives.

STRATEGIC BH-COLLEGE STATION LLC

CITY OF COLLEGE STATION

By: Michael A. Orinas
Printed Name: Michael A. Orinas

Title: CEO
Date: 7/10/19

By: _____
Printed Name:

Title: _____
Date: _____



Legislation Details (With Text)

File #:	19-0391	Version:	2	Name:	
Type:	Contract	Status:		Consent Agenda	
File created:	7/15/2019	In control:		City Council Regular	
On agenda:	7/25/2019	Final action:			
Title:	Presentation, discussion, and possible action regarding a real estate contract selling approximately 7 acres in the College Station Business Center, Phase II, Block 6 generally located near the intersection of State Highway 6 and Gateway Boulevard.				
Sponsors:	Natalie Ruiz				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Presentation, discussion, and possible action regarding a real estate contract selling approximately 7 acres in the College Station Business Center, Phase II, Block 6 generally located near the intersection of State Highway 6 and Gateway Boulevard.

Relationship to Strategic Goals:

Diverse and Growing Economy

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

Summary: Block 6 is a 30 acre lot in Phase II of the College Station Business Center. After many years of marketing the tract to one large user, the City Council directed staff to look at other development options including subdividing the tract into smaller lots. Staff is moving forward with subdividing the 30 acres into 5 smaller lots. The subject real estate contract is for the sale of approximately 7 acres to a light industrial user located on the south end of the property.

Budget & Financial Summary: Proceeds from the sale will be allocated by the City Council.

Attachments: Will be available at the meeting.



Legislation Details (With Text)

File #:	19-0368	Version:	1	Name:	BVSWMA, Inc. FY 2020 Budget
Type:	Presentation	Status:		Status:	Agenda Ready
File created:	7/8/2019	In control:		In control:	City Council Regular
On agenda:	7/25/2019	Final action:		Final action:	
Title:	Presentation, discussion, and possible action on the Fiscal Year 2020 BVSWMA, Inc. Budget.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	REVISED Proposed Budget FYE2020				

Date	Ver.	Action By	Action	Result
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Presentation, discussion, and possible action on the Fiscal Year 2020 BVSWMA, Inc. Budget.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Sustainable City

Recommendation(s): Staff recommends the Council approve the FY2020 BVSWMA, Inc. Budget.

Summary: The BVSWMA, Inc. proposed budget was considered and approved by the BVSWMA, Inc. Board of Directors on June 19, 2019. According to the BVSWMA, Inc., By-Laws and Operating Agreement, the BVSWMA budget will be presented to the College Station and Bryan City Councils for consideration after being approved by the BVSWMA Board.

Budget & Financial Summary: The FY2020 BVSWMA, Inc. Budget Revenue is \$9,540,900. The Operating Expenses are \$6,800,869 and Capital Expenses are \$3,791,000. The Total Reserves, Cash, & Investments are \$11,232,386. The budget also reduces the gate rate for both owning cities from \$18.50 to \$17.50 per ton.

Attachments:

1. BVSWMA, Inc. FY20 Budget

BVSWMA, Inc. Budget
Fiscal Year Ending September 30, 2020

APPROVED AND ADOPTED BY VOTE OF THE BOARD OF DIRECTORS OF THE
BRAZOS VALLEY SOLID WASTE MANAGEMENT AGENCY, INC. AT A
REGULAR MEETING HELD ON THE 19TH DAY OF JUNE, 2019.

APPROVED:

Twin Oaks Landfill Gate Rates

Twin Oaks Gate Rates

		City of Bryan City of College Station	Non-City
	FYE	Gate Rate	Gate Rate
	2011	\$21.50	\$27.00
	2012	\$21.50	\$27.00
	2013	\$21.50	\$27.00
	2014	\$21.50	\$27.00
	2015	\$21.19	\$26.69
	2016	\$21.19	\$26.69
	2017	\$20.50	\$26.69
	2018	\$20.00	\$26.69
Current	2019	\$18.50	\$26.69
Proposed	2020	\$17.50	\$28.00
<i>Projected</i>	<i>2021</i>	<i>\$17.50</i>	<i>\$28.00</i>

Gate Rate includes \$0.94/ton TCEQ Fee

BVSWMA, Inc.
Fiscal Year Ending 2020 Budget Overview

	Approved 2019 Budget	<i>Projected 2019 Results</i>	Proposed 2020 Budget
Revenue	\$ 8,639,880	\$ 9,812,407	\$ 9,540,900
Operating Expense	\$ 6,419,487	\$ 6,434,052	\$ 6,800,869
Capital Expense	\$ 3,665,000	\$ 3,460,245	\$ 3,791,000
Total Expense	\$ 10,084,487	\$ 9,894,298	\$ 10,591,869
Cash & Investments (Working Capital)	\$ 3,481,415	\$ 3,501,567	\$ 2,299,657
Reserves			
Rock Prairie Road Closure/Post Closure	\$ 2,993,225	\$ 2,915,549	\$ 2,797,549
Twin Oaks Closure & Post Closure	\$ 2,015,871	\$ 2,087,294	\$ 2,382,819
BDF - Interim cover & pre-closure	\$ 335,807	\$ 354,353	\$ 430,857
BDF - Pipeline relocation	\$ 391,674	\$ 421,529	\$ 505,854
BDF - Gas System	\$ 1,033,587	\$ 1,093,127	\$ 1,315,650
BDF - Debt Reserve	\$ 500,000	\$ 500,000	\$ 500,000
DBF - Cell Development Reserve	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Total Reserves	\$ 8,270,164	\$ 8,371,853	\$ 8,932,729
Total Reserves, Cash & Investments	\$ 11,751,579	\$ 11,873,420	\$ 11,232,386

Notes: BDF = Board Designated Fund

BVSWMA, Inc.
Fiscal Year Ending 2020
Operation Budget

Operating Revenue

	Current Results FYE2019 (March 31, 2019)	Projected Results FYE2019	FYE2020 Budget
Landfill Volume - Tons			
City of College Station	33,548	67,097	65,000
City of Bryan	31,157	62,314	60,000
Third Party	138,402	276,805	265,000
	203,107	406,215	390,000

Landfill Rates

		TCEQ Fee	FYE2019 Gate Rate	
City of College Station		\$ 0.94	\$ 17.50	\$ 17.50
City of Bryan		\$ 0.94	\$ 17.50	
Third Party		\$ 0.94	\$ 28.00	

Landfill Net Revenue

City of College Station			1,076,400
City of Bryan			993,600
Third Party			7,170,900

Total Landfill Revenue	4,734,542	9,469,084	9,240,900
Compost Revenue	150,486	300,973	300,000
Other Operating Revenue	21,175	42,350	-

Total Operating Revenue	4,906,203	9,812,407	9,540,900
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Operating Expenses**Other Expenses**

Debt Service Interest - City of College Station	63,538	143,781	122,963
Debt Service: Interest - City of Bryan	70,716	151,431	141,431
Bad Debt	0	0	600
Contingency	28,029	35,000	150,000
Community Support HHW	151,126	400,000	450,000
Community Support - Other	6,151	15,000	15,000

Total Other Expenses	319,559	745,212	879,994
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Maintenance Expense

Computer Software	5,357	12,000	17,000
Office Maint-Other	36	500	1,000
Office Maint-Equipment	0	500	1,000
Office Maint-Furniture	0	500	1,000
Office Maint-Computer	0	0	1,000
Maint.-Building	6,759	15,000	15,000
Maint.-Grounds	38,248	60,000	60,000
Maint.-Fence & Gates	150	7,000	2,000
V&E Maint-Machine/Tool	897	1,794	2,000
V&E Maint-Heavy Equipment	294,311	400,000	350,000
V&E Maint-Radios	6,263	12,526	11,800
V&E Maint-Phones	1,991	3,983	5,000
V&E Maint-Pages/Other	2,592	5,185	19,000
V&E Maint-Pumps/Motors	7,098	21,000	20,000
V&E Maint-Motor Vehicle	1,088	5,000	10,000
V&E Maint-Other	1,002	2,003	1,000
Wet Weather Access	106,954	165,000	200,000
Other Total	0	0	-

Total Maintenance Expense	472,746	711,992	716,800
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Closure, Post Closure & Pre Post Closure

Closure Accrual - Twin Oaks	63,991	127,982	147,763
Post-Closure Accrual - Twin Oaks	84,182	168,364	147,763
Pre-Post Closure - Twin Oaks	38,383	76,766	76,504

Total Closure, PC, and Pre-PC	186,556	373,111	372,029
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Purchased Services

Advertise-Promotional	4,444	6,000	10,000
Insurance-Premium	38,981	77,962	78,000
Other Serv-Other	1,522	3,044	5,000
Other Serv-Contract Labor	0	10,000	5,000
Other Serv-Security	0	0	-
Printing-External	1,000	2,000	1,000
Printing-Signs & Banners	100	2,000	2,500
Prof Serv-Audit	12,750	25,500	25,000
Prof Serv-Engineering	106,165	212,331	200,000
Prof Serv-Legal	5,828	11,656	15,000

Prof Serv-Medical	0	0	1,000
Prof Serv-Spec Studies	0	35,000	35,000
Prof Serv-Other	61,874	145,000	150,000
Rentals-Equipment	34,265	55,000	55,000
Sundry-Credit Card Fees	21,286	55,000	55,000
Sundry-Freight	11,383	17,000	19,000
Sundry-Permits & Licenses	1,739	3,478	5,000
Sundry-Penalty & Interest	27	55	500
Sundry-Postage	586	1,172	2,500
Sundry-Bank Service Charge	0	0	-
Tech Serv-Janitorial	13,250	26,500	30,000
Tech Serv-Pest Control	1,865	3,729	4,500
Tech. Svcs.-Inspect & Lic. Fees	2,826	5,652	7,500
Training-In-house Training	0	0	1,000
Training-Memberships	3,611	7,221	7,000
Training-Outside Training	135	270	15,000
Training-Subscriptions	562	1,123	1,000
Training-Travel & Lodging	46	5,000	7,000
Util Serv-Cable Services	1,479	2,958	4,000
Util Serv-Disposal Fees	16,465	36,000	50,000
Util Serv-Electric	20,711	41,421	50,000
Util Serv-Local Phone	720	1,439	3,500
Util Serv-Long Distance Phone	0	0	-
Util Serv-Mobile Phone	4,177	8,353	10,000
Util Serv-Water	8,345	25,000	25,000
Total Purchased Services	376,140	826,864	880,000
Salaries & Benefits			
Administrative	215,176	430,352	435,000
Fulltime Labor	494,862	989,724	1,010,000
Overtime	181,696	363,392	370,000
Bonuses	22,734	24,000	25,000
FICA/Medicare & Unemployment	67,302	134,603	140,000
Retirement	126,808	253,615	275,000
Group Health Insurance	272,063	544,126	550,000
Group Life Insurance	3,519	7,039	7,500
Workers Compensation	22,524	55,000	55,000
Unemployment Compensation	0	0	-
Education Reimbursement	0	0	-
Group LT Disability	3,460	6,921	7,200
Taxable Employee Benefits	1,024	7,000	6,500
Non-Taxable Employee Benefits	153	305	-
Total Salaries & Benefits	1,411,321	2,816,078	2,881,200
Supplies			
Office Supplies - General	4,173	14,000	20,000
Office Supplies - Computer	0	0	1,000
Office Supplies - Educate	0	0	-
Office Supplies-Minor Equipment	360	720	1,000
Office Supp.-Computer Hardware	4,011	8,021	10,000
Office Supp.-Computer Software	359	718	1,000
Office Supplies - Other	0	0	-
Botanical	0	0	-
V&E-Oil	15,357	30,714	40,000
V&E-Fuel	8,290	16,579	20,000
V&E-Diesel	211,793	450,000	475,000
V&E-Minor Tools	3,590	7,181	10,000
V&E-Other	2,274	3,500	3,000
Awards-Recognition	0	0	-
Clothing-Accessory	0	0	-
Clothing-Uniforms	6,587	9,000	12,000
Chemical-Janitorial	2,979	5,959	8,000
Chemical-Botanical	0	0	-
Chemical-Pesticide	557	1,000	1,000
Chemical-Other	0	0	-
Crew-Safety	3,324	7,000	10,000
Misc Supply-Promo Mater	0	0	1,500
Misc Supply-Goodwill	55	110	2,500
Misc Supply-Food & Ice	5,848	12,500	15,000
Misc Supply-Other	2,526	5,051	16,000
Total Supplies	272,083	572,053	647,000
Total Operating Expenses before Amort & Dep	3,038,405	6,045,310	6,377,023
Net Operating Income (Loss) before Amort & Dep	1,867,798	3,767,097	3,163,877
Amortization & Depreciation			
Amortization Exp - LF	22,268	44,536	45,000
Depreciation Exp - LF	851,827	1,703,655	1,650,000
Depreciation Exp - Compost	49,136	98,271	100,000

Depreciation Exp - Training Facility	20,678	41,355	40,000
Total Amortization & Depreciation	943,908	1,846,462	1,835,000
Non-operating Revenue (Expenses)			
Interest Income/Other	\$ 107,433	150,000	\$ 108,000
Non Operating Revenue	\$ 1,053	2,105	\$ 1,500
Pipeline Relocation Cost	\$ (46,453)	-92,906	\$ (82,290)
Gas System Build-out	\$ -	-215,000	\$ (217,160)
Host Fees	\$ (116,471)	-232,942	\$ (233,896)
Total Non-operating Revenue (Expense)	\$ (54,438)	\$ (388,743)	\$ (423,846)

BVSWMA, Inc.
10 Year Capital and Reserves Projection

	8	9	10	11	12	13	14	15	16	17	18	19
FYE	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
City of College Station		67,097	65,000	65,000	66,300	67,626	68,979	70,358	71,765	73,201	74,665	76,158
City of Bryan		62,314	60,000	60,000	61,200	62,424	63,672	64,946	66,245	67,570	68,921	70,300
Third Party		276,805	265,000	265,000	270,300	275,706	281,220	286,845	292,581	298,433	304,402	310,490
Total		406,215	390,000	390,000	397,800	405,756	413,871	422,149	430,592	439,203	447,987	456,947
City Net Rate		\$ 16.56	\$ 16.56	\$ 16.56	\$ 16.56	\$ 16.56	\$ 16.56	\$ 16.56	\$ 16.56	\$ 16.56	\$ 16.56	\$ 16.56
3rd Party Net Rate		\$ 27.06	\$ 27.06	\$ 27.06	\$ 27.06	\$ 27.06	\$ 27.06	\$ 27.06	\$ 27.06	\$ 27.06	\$ 27.06	\$ 27.06
Capacity remaining	91%	90%	88%	87%	85%	84%	82%	81%	79%	78%	76%	74%
Starting Capacity (Tons)	25,685,439	25,249,692	24,843,477	24,453,477	24,063,477	23,665,677	23,259,921	22,846,050	22,423,902	21,993,310	21,554,107	21,106,119
Accepted (Tons)	435,747	406,215	390,000	390,000	397,800	405,756	413,871	422,149	430,592	439,203	447,987	456,947
Ending capacity (Tons)	25,249,692	24,843,477	24,453,477	24,063,477	23,665,677	23,259,921	22,846,050	22,423,902	21,993,310	21,554,107	21,106,119	20,649,172
Landfill Revenue		9,240,900	9,240,900	9,240,900	9,425,718	9,614,232	9,806,517	10,002,647	10,202,700	10,406,754	10,614,889	10,827,187
Compost Revenue		300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000
Other Operating Revenue												
Total Operating Revenue		9,540,900	9,540,900	9,540,900	9,725,718	9,914,232	10,106,517	10,302,647	10,502,700	10,706,754	10,914,889	11,127,187
Operating Expenses												
Other Expenses												
Debt Service Interest - City of College Station		122,963	113,850	104,050	93,300	81,550	69,050	55,675	41,550	26,675	14,400	4,875
Debt Service: Interest - City of Bryan		141,431	131,231	120,631	109,631	98,231	86,431	74,031	60,831	47,013	32,138	16,625
Bad Debt		600	600	600	600	600	600	600	600	600	600	600
Contingency		150,000	150,000	150,001	150,002	150,003	150,004	150,005	150,006	150,007	150,008	150,009
Community Support HHW		450,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
Community Support - Other		15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Total Other Expenses		879,994	910,681	890,282	868,533	845,384	821,085	795,311	767,987	739,295	712,146	687,109
Maintenance Expense												
Computer Software		17,000	17,340	17,687	18,041	18,401	18,769	19,145	19,528	19,918	20,317	20,723
Office Maint-Other		1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219
Office Maint-Equipment		1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219
Office Maint-Furniture		1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219
Office Maint-Computer		1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219
Maint.-Building		15,000	15,300	15,606	15,918	16,236	16,561	16,892	17,230	17,575	17,926	18,285
Maint.-Grounds		60,000	61,200	62,424	63,672	64,946	66,245	67,570	68,921	70,300	71,706	73,140
Maint.-Fence & Gates		2,000	2,040	2,081	2,122	2,165	2,208	2,252	2,297	2,343	2,390	2,438
V&E Maint-Machine/Tool		2,000	2,040	2,081	2,122	2,165	2,208	2,252	2,297	2,343	2,390	2,438
V&E Maint-Heavy Equipment		350,000	357,000	364,140	371,423	378,851	386,428	394,157	402,040	410,081	418,282	426,648
V&E Maint-Radios		11,800	12,036	12,277	12,522	12,773	13,028	13,289	13,554	13,826	14,102	14,384
V&E Maint-Phones		5,000	5,100	5,202	5,306	5,412	5,520	5,631	5,743	5,858	5,975	6,095
V&E Maint-Pages/Other		19,000	19,380	19,768	20,163	20,566	20,978	21,397	21,825	22,262	22,707	23,161
V&E Maint-Pumps/Motors		20,000	20,400	20,808	21,224	21,649	22,082	22,523	22,974	23,433	23,902	24,380
V&E Maint-Motor Vehicle		10,000	10,200	10,404	10,612	10,824	11,041	11,262	11,487	11,717	11,951	12,190
V&E Maint-Other		1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219
Wet Weather Access		200,000	204,000	208,080	212,242	216,486	220,816	225,232	229,737	234,332	239,019	243,799
Other Total		-	0	0	0	0	0	0	0	0	0	0
Total Maintenance Expense		716,800	731,136	745,759	760,674	775,887	791,405	807,233	823,378	839,845	856,642	873,775
Closure, Post Closure & Pre Post Closure												
Closure Accrual - Twin Oaks		147,763	147,763	147,763	150,718	153,732	156,807	159,943	163,142	166,405	169,733	173,127
Post-Closure Accrual - Twin Oaks		147,763	147,763	147,763	150,718	153,732	156,807	159,943	163,142	166,405	169,733	173,127
Pre-Post Closure - Twin Oaks		76,504	76,504	76,504	78,034	79,595	81,187	82,810	84,466	86,156	87,879	89,636
Total Closure, PC, and Pre-PC		372,029	372,029	372,029	379,470	387,059	394,800	402,696	410,750	418,965	427,344	435,891

Purchased Services											
Advertise-Promotional	10,000	10,200	10,404	10,612	10,824	11,041	11,262	11,487	11,717	11,951	12,190
Insurance-Premium	78,000	79,560	81,151	82,774	84,430	86,118	87,841	89,597	91,389	93,217	95,082
Other Serv-Other	5,000	5,100	5,202	5,306	5,412	5,520	5,631	5,743	5,858	5,975	6,095
Other Serv-Contract Labor	5,000	5,100	5,202	5,306	5,412	5,520	5,631	5,743	5,858	5,975	6,095
Other Serv-Security	-	-	-	-	-	-	-	-	-	-	-
Printing-External	1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219
Printing-Signs & Banners	2,500	2,550	2,601	2,653	2,706	2,760	2,815	2,872	2,929	2,988	3,047
Prof Serv-Audit	25,000	25,500	26,010	26,530	27,061	27,602	28,154	28,717	29,291	29,877	30,475
Prof Serv-Engineering	200,000	204,000	208,080	212,242	216,486	220,816	225,232	229,737	234,332	239,019	243,799
Prof Serv-Legal	15,000	15,300	15,606	15,918	16,236	16,561	16,892	17,230	17,575	17,926	18,285
Prof Serv-Medical	1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219
Prof Serv-Spec Studies	35,000	35,700	36,414	37,142	37,885	38,643	39,416	40,204	41,008	41,828	42,665
Prof Serv-Other	150,000	153,000	156,060	159,181	162,365	165,612	168,924	172,303	175,749	179,264	182,849
Rentals-Equipment	55,000	56,100	57,222	58,366	59,534	60,724	61,939	63,178	64,441	65,730	67,045
Sundry-Credit Card Fees	55,000	56,100	57,222	58,366	59,534	60,724	61,939	63,178	64,441	65,730	67,045
Sundry-Freight	19,000	19,380	19,768	20,163	20,566	20,978	21,397	21,825	22,262	22,707	23,161
Sundry-Permits & Licenses	5,000	5,100	5,202	5,306	5,412	5,520	5,631	5,743	5,858	5,975	6,095
Sundry-Penalty & Interest	500	510	520	531	541	552	563	574	586	598	609
Sundry-Postage	2,500	2,550	2,601	2,653	2,706	2,760	2,815	2,872	2,929	2,988	3,047
Sundry-Bank Service Fees	-	-	-	-	-	-	-	-	-	-	-
Tech Serv-Janitorial	30,000	30,600	31,212	31,836	32,473	33,122	33,785	34,461	35,150	35,853	36,570
Tech Serv-Pest Control	4,500	4,590	4,682	4,775	4,871	4,968	5,068	5,169	5,272	5,378	5,485
Tech. Svcs.-Inspect & Lic. Fees	7,500	7,650	7,803	7,959	8,118	8,281	8,446	8,615	8,787	8,963	9,142
Training-In-house Training	1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219
Training-Memberships	7,000	7,140	7,283	7,428	7,577	7,729	7,883	8,041	8,202	8,366	8,533
Training-Outside Training	15,000	15,300	15,606	15,918	16,236	16,561	16,892	17,230	17,575	17,926	18,285
Training-Subscriptions	1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219
Training-Travel & Lodging	7,000	7,140	7,283	7,428	7,577	7,729	7,883	8,041	8,202	8,366	8,533
Util Serv-Cable Services	4,000	4,080	4,162	4,245	4,330	4,416	4,505	4,595	4,687	4,780	4,876
Util Serv-Disposal Fees	50,000	51,000	52,020	53,060	54,122	55,204	56,308	57,434	58,583	59,755	60,950
Util Serv-Electric	50,000	51,000	52,020	53,060	54,122	55,204	56,308	57,434	58,583	59,755	60,950
Util Serv-Local Phone	3,500	3,570	3,641	3,714	3,789	3,864	3,942	4,020	4,101	4,183	4,266
Util Serv-Long Distance Phone	-	-	-	-	-	-	-	-	-	-	-
Util Serv-Mobile Phone	10,000	10,200	10,404	10,612	10,824	11,041	11,262	11,487	11,717	11,951	12,190
Util Serv-Water	25,000	25,500	26,010	26,530	27,061	27,602	28,154	28,717	29,291	29,877	30,475
Total Purchased Services	880,000	897,600	915,552	933,863	952,540	971,591	991,023	1,010,843	1,031,060	1,051,681	1,072,715
Salaries & Benefits											
Administrative	435,000	448,050	461,492	475,336	489,596	504,284	519,413	534,995	551,045	567,576	584,604
Fulltime Labor	1,010,000	1,040,300	1,071,509	1,103,654	1,136,764	1,170,867	1,205,993	1,242,173	1,279,438	1,317,821	1,357,356
Overtime	370,000	381,100	392,533	404,309	416,438	428,931	441,799	455,053	468,705	482,766	497,249
Bonuses	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
FICA/Medicare & Unemployment	140,000	142,800	145,656	148,569	151,541	154,571	157,663	160,816	164,032	167,313	170,659
Retirement	275,000	280,500	286,110	291,832	297,669	303,622	309,695	315,889	322,206	328,650	335,223
Group Health Insurance	550,000	561,000	572,220	583,664	595,338	607,244	619,389	631,777	644,413	657,301	670,447
Group Life Insurance	7,500	7,650	7,803	7,959	8,118	8,281	8,446	8,615	8,787	8,963	9,142
Workers Compensation	55,000	56,100	57,222	58,366	59,534	60,724	61,939	63,178	64,441	65,730	67,045
Unemployment Compensation	-	0	0	0	0	0	0	0	0	0	0
Education Reimbursement	-	0	0	0	0	0	0	0	0	0	0
Group LT Disability	7,200	7,344	7,491	7,641	7,794	7,949	8,108	8,271	8,436	8,605	8,777
Taxable Employee Benefits	6,500	6,630	6,763	6,898	7,036	7,177	7,320	7,466	7,616	7,768	7,923
Non-Taxable Employee Benefits	-	-	-	-	-	-	-	-	-	-	-
Total Salaries & Benefits	2,881,200	2,956,474	3,033,798	3,113,229	3,194,827	3,278,651	3,364,765	3,453,233	3,544,119	3,637,494	3,733,425
Supplies											
Office Supplies - General	20,000	20,400	20,808	21,224	21,649	22,082	22,523	22,974	23,433	23,902	24,380
Office Supplies - Computer	1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219
Office Supplies - Educate	-	0	0	0	0	0	0	0	0	0	0
Office Supplies-Minor Equipment	1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219
Office Supp.-Computer Hardware	10,000	10,200	10,404	10,612	10,824	11,041	11,262	11,487	11,717	11,951	12,190
Office Supp.-Computer Software	1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219

Office Supplies - Other	-	0	0	0	0	0	0	0	0	0	0	0
Botanical	-	0	0	0	0	0	0	0	0	0	0	0
V&E-Oil	40,000	40,800	41,616	42,448	43,297	44,163	45,046	45,947	46,866	47,804	48,760	49,736
V&E-Fuel	20,000	20,400	20,808	21,224	21,649	22,082	22,523	22,974	23,433	23,902	24,380	24,868
V&E-Diesel	475,000	484,500	494,190	504,074	514,155	524,438	534,927	545,626	556,538	567,669	579,022	590,595
V&E-Minor Tools	10,000	10,200	10,404	10,612	10,824	11,041	11,262	11,487	11,717	11,951	12,190	12,434
V&E-Other	3,000	3,060	3,121	3,184	3,247	3,312	3,378	3,446	3,515	3,585	3,657	3,730
Awards-Recognition	-	0	0	0	0	0	0	0	0	0	0	0
Clothing-Accessory	-	0	0	0	0	0	0	0	0	0	0	0
Clothing-Uniforms	12,000	12,240	12,485	12,734	12,989	13,249	13,514	13,784	14,060	14,341	14,628	14,920
Chemical-Janitorial	8,000	8,160	8,323	8,490	8,659	8,833	9,009	9,189	9,373	9,561	9,752	9,946
Chemical-Botanical	-	0	0	0	0	0	0	0	0	0	0	0
Chemical-Pesticide	1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219	1,243
Chemical-Other	-	0	0	0	0	0	0	0	0	0	0	0
Crew-Safety	10,000	10,200	10,404	10,612	10,824	11,041	11,262	11,487	11,717	11,951	12,190	12,434
Misc Supply-Promo Mater	1,500	1,530	1,561	1,592	1,624	1,656	1,689	1,723	1,757	1,793	1,828	1,864
Misc Supply-Goodwill	2,500	2,550	2,601	2,653	2,706	2,760	2,815	2,872	2,929	2,988	3,047	3,107
Misc Supply-Food & Ice	15,000	15,300	15,606	15,918	16,236	16,561	16,892	17,230	17,575	17,926	18,285	18,650
Misc Supply-Other	16,000	16,320	16,646	16,979	17,319	17,665	18,019	18,379	18,747	19,121	19,504	19,892
Misc Supply-Survey	-	0	0	0	0	0	0	0	0	0	0	0
Total Supplies	647,000	659,940	673,139	686,602	700,334	714,340	728,627	743,200	758,064	773,225	788,689	804,376
Total Operating Expenses before Amort & Dep	6,377,023	6,527,860	6,630,559	6,742,371	6,856,031	6,971,873	7,089,656	7,209,391	7,331,348	7,458,532	7,591,605	7,724,688
Net Operating Income (Loss) before Amort & Dep	3,163,877	3,013,040	2,910,341	2,983,347	3,058,201	3,134,644	3,212,991	3,293,309	3,375,406	3,456,357	3,535,582	3,614,764
Non-operating Revenue (Expenses)												
Interest Income	108,000	108,000	108,000	108,000	108,000	108,000	108,000	108,000	108,000	108,000	108,000	108,000
Non Operating Revenue	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Pipeline Relocation Cost	(82,290)	(82,290)	(82,290)	(83,936)	(85,615)	(87,327)	(89,073)	(90,855)	(92,672)	(94,525)	(96,416)	(98,336)
Gas System Build-out	(217,160)	(217,160)	(217,160)	(221,503)	(225,933)	(230,452)	(235,061)	(239,762)	(244,557)	(249,448)	(254,437)	(259,524)
Host Fees	(233,896)	(234,000)	(234,000)	(238,680)	(243,454)	(248,323)	(253,289)	(258,355)	(263,522)	(268,792)	(274,168)	(279,748)
Total Non-operating Revenue (Expense)	(423,846)	(423,950)	(423,950)	(434,619)	(445,501)	(456,601)	(467,923)	(479,472)	(491,251)	(503,266)	(515,521)	(527,836)
Cash from Operations	2,740,031	2,589,090	2,486,391	2,548,729	2,612,700	2,678,042	2,745,068	2,813,838	2,884,155	2,953,091	3,020,060	3,086,616
Twin Oaks Closure/Post Closure Reserve												
Starting	\$ 1,779,482	\$ 2,087,294	\$ 2,382,819	\$ 2,678,344	\$ 2,979,780	\$ 3,287,244	\$ 3,600,858	\$ 3,920,744	\$ 4,247,027	\$ 4,579,837	\$ 4,919,302	\$ 5,265,557
Additional Closure	\$ 153,906	\$ 147,763	\$ 147,763	\$ 150,718	\$ 153,732	\$ 156,807	\$ 159,943	\$ 163,142	\$ 166,405	\$ 169,733	\$ 173,127	\$ 176,571
Additional PC	\$ 153,906	\$ 147,763	\$ 147,763	\$ 150,718	\$ 153,732	\$ 156,807	\$ 159,943	\$ 163,142	\$ 166,405	\$ 169,733	\$ 173,127	\$ 176,571
Spent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ending	\$ 1,779,482	\$ 2,087,294	\$ 2,382,819	\$ 2,678,344	\$ 2,979,780	\$ 3,287,244	\$ 3,600,858	\$ 3,920,744	\$ 4,247,027	\$ 4,579,837	\$ 4,919,302	\$ 5,265,557
30-Sep-18												
Rock Prairie Road Closure & Post Closure Reserve												
Starting	\$ 26	\$ 25	\$ 24	\$ 23	\$ 22	\$ 21	\$ 20	\$ 19	\$ 18	\$ 17	\$ 16	\$ 15
Additional	\$ 3,033,549	\$ 2,915,549	\$ 2,797,549	\$ 2,679,549	\$ 2,561,549	\$ 2,443,549	\$ 2,325,549	\$ 2,207,549	\$ 2,089,549	\$ 1,971,549	\$ 1,853,549	\$ 1,735,549
Spent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ending	\$ (118,000)	\$ (118,000)	\$ (118,000)	\$ (118,000)	\$ (118,000)	\$ (118,000)	\$ (118,000)	\$ (118,000)	\$ (118,000)	\$ (118,000)	\$ (118,000)	\$ (118,000)
30-Sep-18	\$ 3,033,549	\$ 2,915,549	\$ 2,797,549	\$ 2,679,549	\$ 2,561,549	\$ 2,443,549	\$ 2,325,549	\$ 2,207,549	\$ 2,089,549	\$ 1,971,549	\$ 1,853,549	\$ 1,735,549
Pre-Post closure allocation												
Starting	\$ 274,669	\$ 354,353	\$ 430,857	\$ 507,361	\$ 585,395	\$ 664,990	\$ 746,176	\$ 828,987	\$ 913,453	\$ 999,609	\$ 1,087,488	\$ 1,175,967
Additional	\$ 79,685	\$ 76,504	\$ 76,504	\$ 78,034	\$ 79,595	\$ 81,187	\$ 82,810	\$ 84,466	\$ 86,156	\$ 87,879	\$ 89,636	\$ 91,433
Spent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ending	\$ 274,669	\$ 354,353	\$ 430,857	\$ 507,361	\$ 585,395	\$ 664,990	\$ 746,176	\$ 828,987	\$ 913,453	\$ 999,609	\$ 1,087,488	\$ 1,175,967
30-Sep-18												
Pipeline Relocation Allocation												
Starting	\$ 333,699	\$ 421,529	\$ 505,854	\$ 590,178	\$ 676,189	\$ 763,920	\$ 853,405	\$ 944,681	\$ 1,037,782	\$ 1,132,745	\$ 1,229,607	\$ 1,328,406
Additional	\$ 87,830	\$ 84,324	\$ 84,324	\$ 86,011	\$ 87,731	\$ 89,486	\$ 91,275	\$ 93,101	\$ 94,963	\$ 96,862	\$ 98,799	\$ 100,736
Spent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ending	\$ 333,699	\$ 421,529	\$ 505,854	\$ 590,178	\$ 676,189	\$ 763,920	\$ 853,405	\$ 944,681	\$ 1,037,782	\$ 1,132,745	\$ 1,229,607	\$ 1,328,406
30-Sep-18												

Gas System Build Out																						
Starting	\$	861,353	\$	1,093,127	\$	1,315,650	\$	1,038,173	\$	765,145	\$	996,658	\$	1,232,801	\$	1,473,666	\$	1,719,349	\$	1,969,945	\$	2,225,554
Additional	\$	231,774	\$	222,523	\$	222,523	\$	226,973	\$	231,512	\$	236,143	\$	240,866	\$	245,683	\$	250,597	\$	255,608	\$	260,721
Spent	\$	-	\$	-	\$	(500,000)	\$	(500,000)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Ending	\$	861,353	\$	1,093,127	\$	1,315,650	\$	1,038,173	\$	765,145	\$	996,658	\$	1,232,801	\$	1,473,666	\$	1,719,349	\$	1,969,945	\$	2,225,554
30-Sep-18																						
Working Capital Needs																						
	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029										
Equipment Replacement																						
2019 Light plant																						
2019 Utility Vehicle																						
2019 850J Dozer																						
2019 Compactor																						
2020 Backhoe/Loader	\$	(1,014,100)																				
2020 Roll-off			\$	(100,000)																		
2020 Motorgrader			\$	(185,000)																		
2020 470 Excavator			\$	(200,000)																		
2020 Dump Truck			\$	(400,000)																		
2020 D8 Dozer			\$	(350,000)																		
2020 Water Truck			\$	(600,000)																		
2020 Utility Vehicle			\$	(82,000)																		
2020 Crew Pick Up			\$	(22,000)																		
2020 Tahoe replacement			\$	(40,000)																		
2020 Admin replacement			\$	(40,000)																		
2020 compost vehicle replacement			\$	(40,000)																		
2020 Paradigm Software Update			\$	(22,000)																		
2020 6" pump replacement			\$	(80,000)																		
2021 Compactor			\$	(25,000)																		
2021 Dump Truck				\$	(1,100,000)																	
2021 320 Excavator				\$	(350,000)																	
2021 Grinder				\$	(320,000)																	
2021 Utility Vehicle				\$	(650,000)																	
2021 Pickup/vehicle				\$	(20,000)																	
2022 Wheel Loader				\$	(40,000)																	
2022 850 Dozer					\$	(125,000)																
2022 Mower					\$	(360,000)																
2022 Utility Vehicle					\$	(18,000)																
2022 Steam Cleaner					\$	(20,000)																
2022 Dump Truck					\$	(15,000)																
2022 Crew Pickup					\$	(350,000)																
2023 Fuel Service Truck					\$	(40,000)																
2023 Office Vehicle						\$	(125,000)															
2023 850 dozer						\$	(40,000)															
2023 Broom						\$	(360,000)															
2023 Compactor						\$	(50,000)															
2024 Mechanic Service Truck						\$	(1,100,000)															
2024 Tarp machine & Tarps							\$	(100,000)														
2024 Wheel Loader							\$	(80,000)														
2024 Rotochopper							\$	(125,000)														
2024 Scarab							\$	(50,000)														
2025 Utility Vehicle							\$	(400,000)														
2025 Tractor								\$	(20,000)													
2025 Shredder								\$	(70,000)													
2025 Generator								\$	(15,000)													
2025 6" Electric Pump								\$	(70,000)													
2025 6" Diesel Pump								\$	(25,000)													
2025 ForkLift								\$	(40,000)													
2026 D8 Replacement								\$	(50,000)													
2026 836 Compactor									\$	(600,000)												
Capital Repairs	\$	(100,000)	\$	(100,000)	\$	(100,000)	\$	(100,000)	\$	(100,000)	\$	(100,000)										
2027 Future Estimate										\$	(850,000)											
Equipment subtotal	\$	(1,114,100)	\$	(2,286,000)	\$	(2,580,000)	\$	(1,028,000)	\$	(1,775,000)	\$	(855,000)	\$	(390,000)	\$	(1,550,000)	\$	(1,200,000)	\$	(1,200,000)	\$	(1,200,000)

Debt Service												
City of College Station		\$ (240,000)	\$ (250,000)	\$ (230,000)	\$ (240,000)	\$ (260,000)	\$ (275,000)	\$ (290,000)	\$ (305,000)	\$ (310,000)	\$ (325,000)	
City of Bryan		\$ (265,000)	\$ (275,000)	\$ (285,000)	\$ (295,000)	\$ (310,000)	\$ (320,000)	\$ (335,000)	\$ (350,000)	\$ (365,000)	\$ (380,000)	
Debt Subtotal		\$ (505,000)	\$ (525,000)	\$ (515,000)	\$ (535,000)	\$ (570,000)	\$ (595,000)	\$ (625,000)	\$ (655,000)	\$ (675,000)	\$ (705,000)	
Capital Projects/Other												
Landfill Cell Development	\$ (1,500,000)	\$ (600,000)	\$ (500,000)	\$ (1,500,000)	\$ -	\$ -	\$ (2,000,000)	\$ -	\$ -	\$ (2,000,000)	\$ -	
Perimeter Road Extension	\$ (50,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Wind Screens	\$ -	\$ (50,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Twin Oaks site projects	\$ (35,000)	\$ (50,000)	\$ (50,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Hybner tract development	\$ (50,000)	\$ (100,000)	\$ (50,000)	\$ (50,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Gas System Design & permitting	\$ -	\$ (75,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
East Expansion	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (100,000)	\$ (500,000)	\$ (500,000)	
Twin Oaks Entry/Exit Road Repairs	\$ (50,000)	\$ (50,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Tower Radio - if necessary	\$ -	\$ -	\$ -	\$ (50,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (50,000)	\$ -	
Compost Scale	\$ -	\$ (75,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other subtotal		\$ (1,000,000)	\$ (600,000)	\$ (1,600,000)	\$ -	\$ -	\$ (2,000,000)	\$ -	\$ (100,000)	\$ (2,550,000)	\$ (500,000)	
Capital Summary												
Starting Cash & Investments	31-Mar-19	\$ 5,185,652	\$ 3,501,567	\$ 2,299,657	\$ 1,081,049	\$ 486,777	\$ 789,477	\$ 2,042,519	\$ 1,802,587	\$ 2,441,425	\$ 3,270,580	\$ 1,698,671
Equipment Capital		\$ (1,114,100)	\$ (2,286,000)	\$ (2,580,000)	\$ (1,028,000)	\$ (1,775,000)	\$ (855,000)	\$ (390,000)	\$ (1,550,000)	\$ (1,300,000)	\$ (1,300,000)	\$ (1,300,000)
Debt Service		\$ (255,000)	\$ (505,000)	\$ (525,000)	\$ (515,000)	\$ (535,000)	\$ (570,000)	\$ (595,000)	\$ (625,000)	\$ (655,000)	\$ (675,000)	\$ (705,000)
Capital Projects		\$ (1,685,000)	\$ (1,000,000)	\$ (600,000)	\$ (1,600,000)	\$ -	\$ -	\$ (2,000,000)	\$ -	\$ (100,000)	\$ (2,550,000)	\$ (500,000)
Non Designated Cash from Operations	Prorate!	1,370,016	2,589,090	2,486,391	2,548,729	2,612,700	2,678,042	2,745,068	2,813,838	2,884,155	2,953,091	3,020,060
Ending Cash & Investments		\$ 4,120,954	\$ 3,501,567	\$ 1,081,049	\$ 486,777	\$ 789,477	\$ 2,042,519	\$ 1,802,587	\$ 2,441,425	\$ 3,270,580	\$ 1,698,671	\$ 2,213,731
	30-Sep-18											
Board Designated Funds Summary												
Rock Prairie Road C & PC	\$ 3,033,549	\$ 2,915,549	\$ 2,797,549	\$ 2,679,549	\$ 2,561,549	\$ 2,443,549	\$ 2,325,549	\$ 2,207,549	\$ 2,089,549	\$ 1,971,549	\$ 1,853,549	\$ 1,735,549
Twin Oaks C&PC	\$ 1,779,482	\$ 2,087,294	\$ 2,382,819	\$ 2,678,344	\$ 2,979,780	\$ 3,287,244	\$ 3,600,858	\$ 3,920,744	\$ 4,247,027	\$ 4,579,837	\$ 4,919,302	\$ 5,265,557
BDF - Interim & PPC	\$ 274,669	\$ 354,353	\$ 430,857	\$ 507,361	\$ 585,395	\$ 664,990	\$ 746,176	\$ 828,987	\$ 913,453	\$ 999,609	\$ 1,087,488	\$ 427,124
BDF - Pipeline relocation	\$ 333,699	\$ 421,529	\$ 505,854	\$ 590,178	\$ 676,189	\$ 763,920	\$ 853,405	\$ 944,681	\$ 1,037,782	\$ 1,132,745	\$ 1,229,607	\$ 1,328,406
BDF - Gas System	\$ 861,353	\$ 1,093,127	\$ 1,315,650	\$ 1,038,173	\$ 765,145	\$ 996,658	\$ 1,232,801	\$ 1,473,666	\$ 1,719,349	\$ 1,969,945	\$ 2,225,554	\$ 2,486,275
BDF - Debt Contingency	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000
BDF - Cell Construction Contingency	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Funds Total		\$ 7,782,752	\$ 8,371,853	\$ 8,932,729	\$ 8,993,605	\$ 9,068,058	\$ 9,656,361	\$ 10,258,789	\$ 10,875,626	\$ 11,507,160	\$ 12,153,685	\$ 12,815,500
Total Cash & Funds		\$ 11,903,706	\$ 11,873,420	\$ 11,232,386	\$ 10,074,653	\$ 9,554,835	\$ 10,445,837	\$ 12,301,308	\$ 12,678,214	\$ 13,948,585	\$ 15,424,264	\$ 14,956,642



Legislation Details (With Text)

File #:	19-0377	Version:	1	Name:	Street Renaming – Greens Prairie Road West and Greens Prairie Trail
Type:	Ordinance	Status:		Status:	Agenda Ready
File created:	7/8/2019	In control:		In control:	City Council Regular
On agenda:	7/25/2019	Final action:		Final action:	
Title:	Public Hearing, presentation, discussion, and possible action regarding an Ordinance renaming Greens Prairie Road West between Wellborn Road and Victoria Avenue as Victoria Avenue, Greens Prairie Road West between Victoria Avenue and Woodlake Drive as Woodlake Drive, Greens Prairie Trail between Wellborn Road and the City limits as Greens Prairie Road, and Greens Prairie Road West between State Highway 6 and the City limits as Greens Prairie Road.				
Sponsors:	Jason Schubert				
Indexes:					
Code sections:					
Attachments:	Ordinance Proposed Street Name Changes				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, discussion, and possible action regarding an Ordinance renaming Greens Prairie Road West between Wellborn Road and Victoria Avenue as Victoria Avenue, Greens Prairie Road West between Victoria Avenue and Woodlake Drive as Woodlake Drive, Greens Prairie Trail between Wellborn Road and the City limits as Greens Prairie Road, and Greens Prairie Road West between State Highway 6 and the City limits as Greens Prairie Road.

Relationship to Strategic Goals:

- Good Governance

Recommendation: The staff Traffic Management Team recommended the proposed street name changes at their May 9, 2019 meeting. The Council Transportation & Mobility Committee recommended the proposed street name changes should proceed for consideration at their May 21, 2019 meeting.

Summary: In an effort to maximize efficiency for emergency responders including fire, police, and medical services, the City of College Station strives to maintain street names that are clearly distinguishable from others within our local 9-1-1 service area. The proposed street name changes were brought to the City for consideration by the Brazos County Emergency Communications District (Brazos County 9-1-1). The name and configuration of streets along the Greens Prairie Road West and Greens Prairie Trail have caused confusion to the traveling public.

The proposed street name changes along the Greens Prairie Road West and Greens Prairie Trail corridors are depicted graphically on the attached Street Name Changes Exhibit. They are as follows:

- ☐ Area 1: rename Greens Prairie Road West between Wellborn Road and Victoria Avenue as Victoria Avenue (street numbers will also change);
- ☐ Area 2: rename Greens Prairie Road West between Victoria Avenue and Woodlake Drive as Woodlake Drive;
- ☐ Area 3: Greens Prairie Trail between Wellborn Road and the City limits as Greens Prairie Road; and
- ☐ Area 4: rename Greens Prairie Road West between State Highway 6 and the City limits as Greens Prairie Road.

The City's Traffic Management Team considered the proposed street name changes at their May 9, 2019 meeting and recommended approval. The Council Transportation & Mobility Committee recommended the proposed street name changes should proceed for consideration at the May 21, 2019. A presentation was made to the Brazos County Commissioners Court at their June 11, 2019 meeting as a portion of the proposed changes are located outside the City limits. The Commissioners Court concurred with the proposed changes to proceed for formal consideration and the item is tentatively scheduled for the Commissioners Court at their July 31, 2019 meeting. As portions of Areas 3 & 4 are outside the City limits, the proposed ordinance conditions Areas 3 & 4 to become effective only if the Commissioners Court approves their portions of those areas.

The owners and residents of the properties that are addressed on these roadways have been notified by letter of the proposed changes. If the proposed ordinances is adopted, a follow up notice will be mailed to these parties to notify them that the changes have been implemented. In addition, courtesy notices were sent to nearby home owners associations and stakeholders to inform them of the proposed changes. In communication with the United States Postal Service, the existing street addresses will continue to be recognized for one and a half years after the street name changes take effect.

Budget & Financial Summary: Funds will be used from the Public Works Traffic Division's Signs and Markings Maintenance budget.

Legal: yes

Attachments:

1. Ordinance
2. Street Name Changes Exhibit

ORDINANCE NO. _____

AN ORDINANCE RENAMING GREENS PRAIRIE ROAD WEST BETWEEN WELLBORN ROAD AND VICTORIA AVENUE AS VICTORIA AVENUE, GREENS PRAIRIE ROAD WEST BETWEEN VICTORIA AVENUE AND WOODLAKE DRIVE AS WOODLAKE DRIVE, GREENS PRAIRIE TRAIL BETWEEN WELLBORN ROAD AND THE CITY LIMITS AS GREENS PRAIRIE ROAD, AND GREENS PRAIRIE ROAD WEST BETWEEN STATE HIGHWAY 6 AND THE CITY LIMITS AS GREENS PRAIRIE ROAD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there are streets located within the City of College Station, Texas (“City”) that are named “Greens Prairie Road West” and “Greens Prairie Trail” that have caused confusion among the traveling public as currently named and configured; and

WHEREAS, the City strives to maximize efficiency for emergency responders and to maintain street names that are clearly distinguishable from others within the local 9-1-1 service area; and

WHEREAS, the proposed street name changes have been supported by the Brazos County Emergency Communications District; and

WHEREAS, the City Council of the City desires to rename Greens Prairie Road West between Wellborn Road and Victoria Avenue as Victoria Avenue, Greens Prairie Road West between Victoria Avenue and Woodlake Drive as Woodlake Drive, Greens Prairie Trail between Wellborn Road and the City limits as Greens Prairie Road, and Greens Prairie Road West between State Highway 6 and the City limits as Greens Prairie Road to assist in providing continuous street name corridors as depicted in Exhibit “A” attached hereto and incorporated herein for all purposes; and

WHEREAS, the property owners currently addressed off of Greens Prairie Road West and Greens Prairie Trail have been notified of the proposed street name changes and may continue to receive mail from the U.S. Postal Service at the current address or the new one for up to one and a half years to assist in the transition; now therefore

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

PART 1: That the street currently named Greens Prairie Road West between Wellborn Road and Victoria Avenue be renamed Victoria Avenue as graphically depicted as Area 1 in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.

PART 2: That the street currently named Greens Prairie Road West between Victoria Avenue and Woodlake Drive be renamed Woodlake Drive as graphically depicted as Area 2 in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.

- PART 3:** That the street currently named Greens Prairie Trail between Wellborn Road and the City limits be renamed Greens Prairie Road as graphically depicted as Area 3 in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.
- PART 4:** That the street currently named Greens Prairie Road West between State Highway 6 and the City Limits be renamed Greens Prairie Road as graphically depicted as Area 4 in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.
- PART 5:** The City Manager or his designee is authorized to expend funds and to take all measures reasonably necessary to give effect to the street name changes in accordance with this Ordinance.
- PART 6:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 7:** This Ordinance goes into effect immediately except for Part 3 and Part 4 of this Ordinance which shall go into effect only upon the Brazos County Commissioners Court approving the street name changes for portions of Area 3 and Area 4 of Exhibit “A” that are outside the College Station City limits

PASSED, ADOPTED and APPROVED this 25th day of July, 2019.

ATTEST:

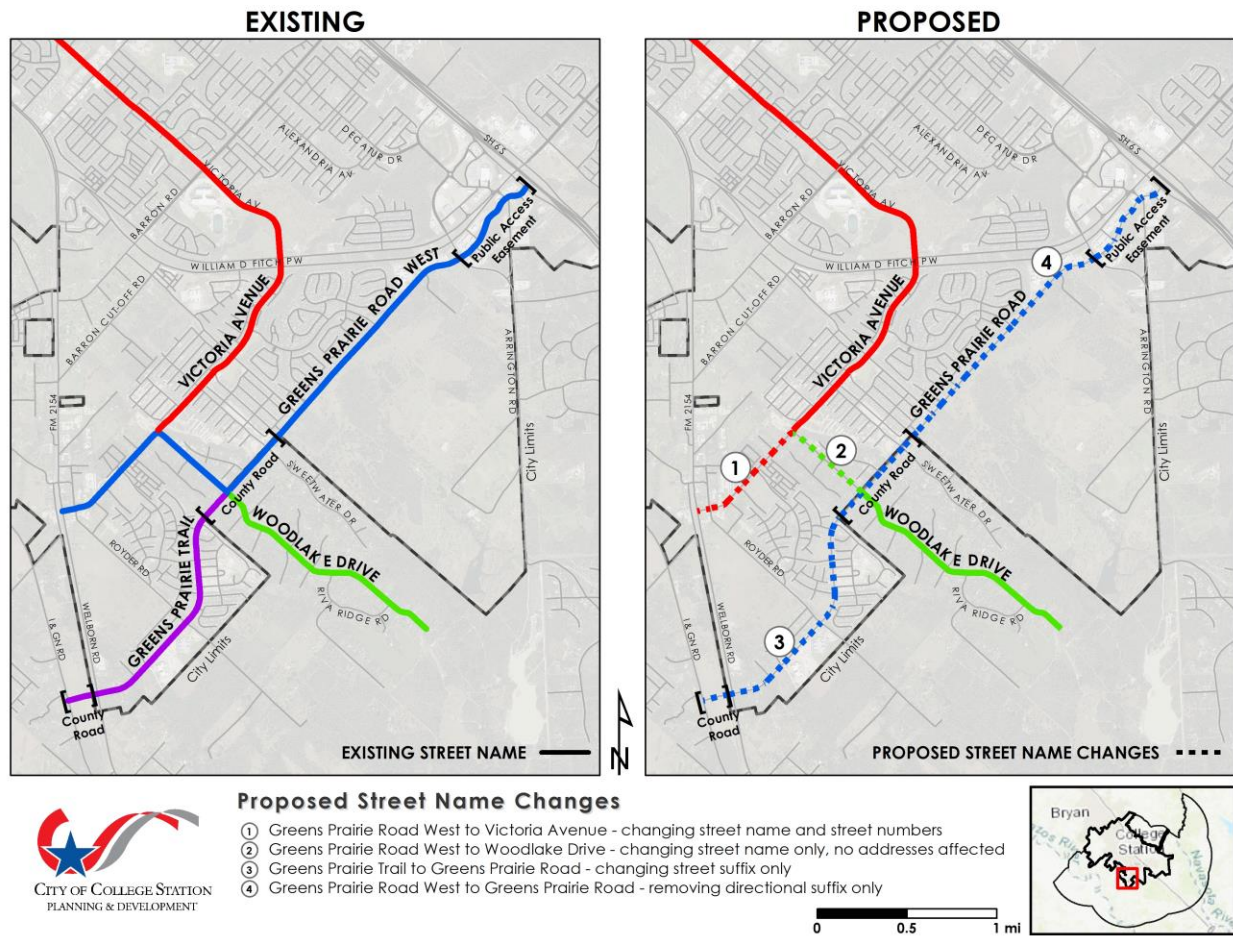
APPROVED:

City Secretary

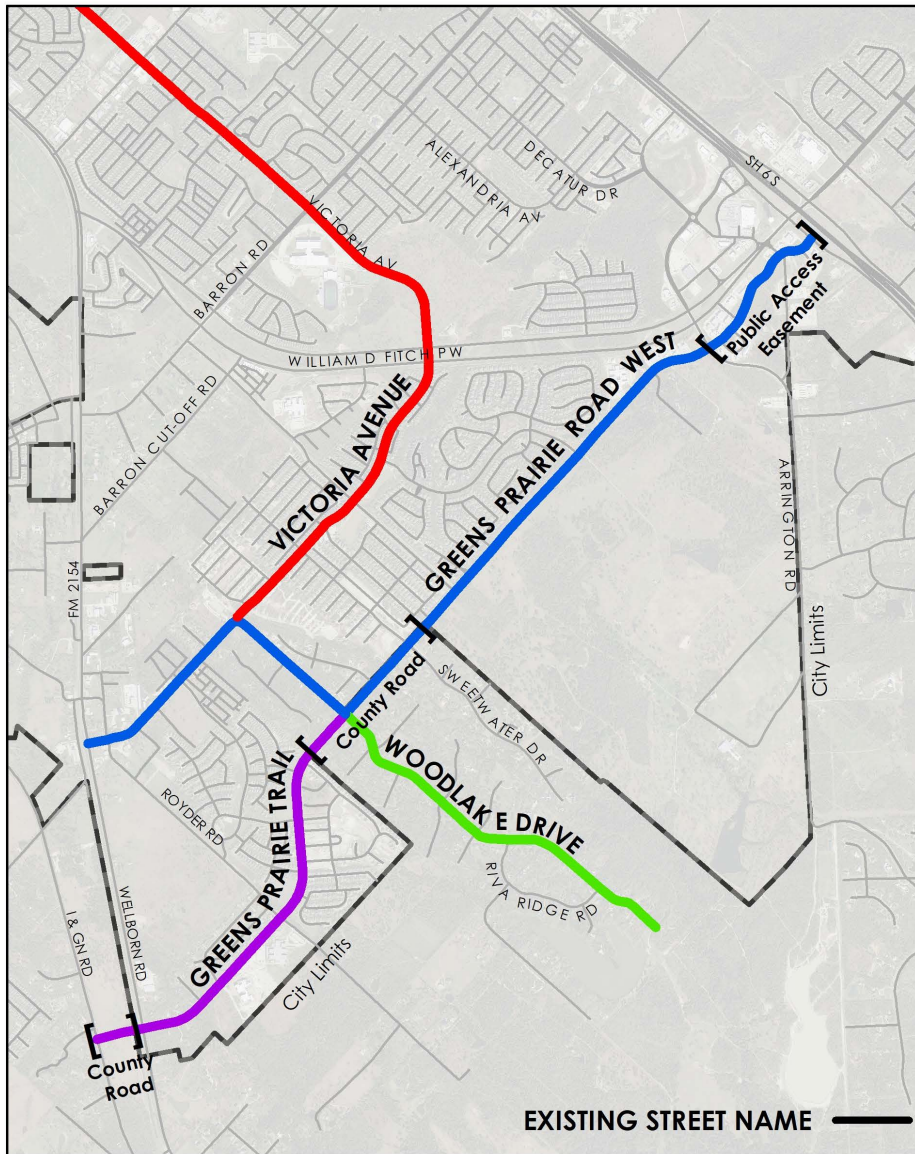
Mayor

APPROVED:

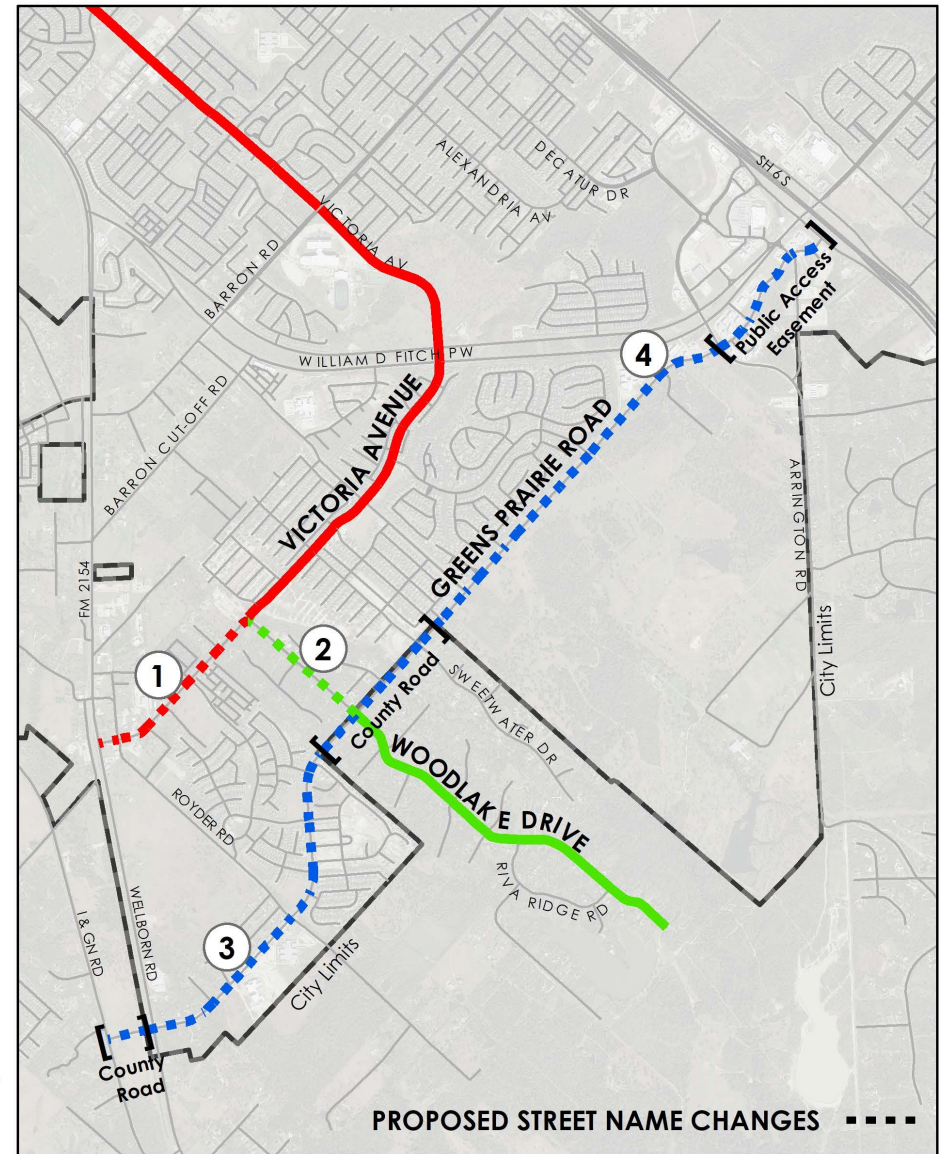
City Attorney

EXHIBIT A

EXISTING

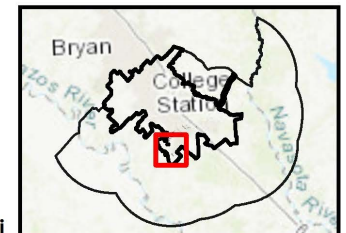
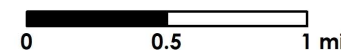


PROPOSED



Proposed Street Name Changes

- ① Greens Prairie Road West to Victoria Avenue - changing street name and street numbers
- ② Greens Prairie Road West to Woodlake Drive - changing street name only, no addresses affected
- ③ Greens Prairie Trail to Greens Prairie Road - changing street suffix only
- ④ Greens Prairie Road West to Greens Prairie Road - removing directional suffix only





Legislation Details (With Text)

File #:	19-0380	Version:	1	Name:	Multi-Family Park Land Dedication
Type:	Ordinance	Status:		Status:	Agenda Ready
File created:	7/8/2019	In control:		In control:	City Council Regular
On agenda:	7/25/2019	Final action:		Final action:	
Title:	Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 8, "Subdivision Design and Improvements" Section 8.8 "Requirements for Park Land Dedication," Appendix I "Park Land Dedication And Development Fees" of the Code of Ordinances of the City of College Station, Texas, regarding multi-family parkland dedication.				
Sponsors:	Justin Constantino				
Indexes:					
Code sections:					
Attachments:	Section 8.8 Appendix I Redlines ORD. Appendix I.pdf				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 8, "Subdivision Design and Improvements" Section 8.8 "Requirements for Park Land Dedication," Appendix I "Park Land Dedication And Development Fees" of the Code of Ordinances of the City of College Station, Texas, regarding multi-family parkland dedication.

Relationship to Strategic Goals:

- Financially Sustainable City

Recommendation: The Planning & Zoning Commission will hear this item at their regularly-scheduled meeting on July 18th, 2019 and a written Final Report of the Commission will be available at the Council meeting.

Summary: Per direction from the Audit Committee, the Office of the City Internal Auditor conducted a performance audit of the City's parkland dedication program with the intent of analyzing the effectiveness of the program and providing feedback for potential improvement. With audit fieldwork occurring from October 2018 through January 2019, the resulting report identified several possible modifications to the parkland dedication ordinance in an effort to reduce complexities in the program. The findings of the report were presented to the City Council in March 2019, who subsequently recommended that staff proceed with the simplification of the ordinance and present the information to the Parks Board for further direction.

Included in the audit report is the recommendation that staff modify the parkland dedication ordinance so that land dedication requirements for multifamily developments are proportional to the fee-in-lieu dedication. Per the audit report, a cost neutral conversion that results in a multi-family land dedication requirement proportional to the fee-in-lieu of dedication may be achieved by amending the land dedication requirements for number of multi-family bedrooms per one acre from 49 bedrooms per acre to 278 bedrooms per acre for Neighborhood Parks and 53 bedrooms per acre to 305 bedrooms per acre for Community Parks.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Section 8.8 Appendix I Redlines

**APPENDIX I.
PARK LAND DEDICATION AND DEVELOPMENT FEES**

I. Neighborhood and Community Parks.

A. Dedication Requirements for Neighborhood Parks.

1. Land dedication.

Single-Family: One (1) acre per 117 Dwelling Units (DU)

Multi-Family: One (1) acre per ~~49~~ 278 bedrooms (BR)

2. Fee in lieu of land dedication.

Single-Family: \$274.00 per Dwelling Unit (DU)

Multi-Family: \$115.00 per Bedroom (BR)

3. Park development fee.

Single-Family: \$362.00 per Dwelling Unit (DU)

Multi-Family: \$152.00 per Bedroom (BR)

4. Total neighborhood park fees.

Single-Family: \$636.00 per Dwelling Unit (DU)

Multi-Family: \$267.00 per Bedroom (BR)

B. Dedication Requirements for Community Parks.

1. Land dedication.

Single-Family: One (1) acre per 128 Dwelling Units (DU)

Multi-Family: One (1) acre per ~~53~~ 305 Bedrooms (BR)

2. Fee in lieu of land dedication.

Single-Family: \$250.00 per Dwelling Unit (DU)

Multi-Family: \$105.00 per Bedroom (BR)

3. Park development fee.

Single-Family: \$375.00 per Dwelling Unit (DU)

Multi-Family: \$315.00 per Bedroom (BR)

4. Total community park fees.

Single-Family: \$625.00 per Dwelling Unit (DU)

Multi-Family: \$420.00 per Bedroom (BR)

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A, “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 8, “SUBDIVISION DESIGN AND IMPROVEMENTS” SECTION 8.8 “REQUIREMENTS FOR PARK LAND DEDICATION,” APPENDIX I “PARK LAND DEDICATION AND DEVELOPMENT FEES” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, RELATING TO MULTI-FAMILY PARK LAND DEDICATION AND DEVELOPMENT FEES, AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Appendix A, “Unified Development Ordinance,” Article 8, “Subdivision Design and Improvements” Section 8.8 “Requirements for Park Land Dedication,” Appendix I “Park Land Dedication And Development Fees” of the Code of Ordinances of the City of College Station, Texas, be amended as follows as set out in **Exhibit “A”**, attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this ____th day of July, 2019.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

That Appendix A, “Unified Development Ordinance,” Article 8, “Subdivision Design and Improvements,” Section 8.8, “Requirements for Park Land Dedication”, Appendix I “Park Land Dedication And Development Fees” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

**APPENDIX I.
PARK LAND DEDICATION AND DEVELOPMENT FEES**

I. Neighborhood and Community Parks.**A. Dedication Requirements for Neighborhood Parks.****1. Land dedication.**

Single-Family: One (1) acre per 117 Dwelling Units (DU)

Multi-Family: One (1) acre per 278 bedrooms (BR)

2. Fee in lieu of land dedication.

Single-Family: \$274.00 per Dwelling Unit (DU)

Multi-Family: \$115.00 per Bedroom (BR)

3. Park development fee.

Single-Family: \$362.00 per Dwelling Unit (DU)

Multi-Family: \$152.00 per Bedroom (BR)

4. Total neighborhood park fees.

Single-Family: \$636.00 per Dwelling Unit (DU)

Multi-Family: \$267.00 per Bedroom (BR)

B. Dedication Requirements for Community Parks.**1. Land dedication.**

Single-Family: One (1) acre per 128 Dwelling Units (DU)

Multi-Family: One (1) acre per 305 Bedrooms (BR)

2. Fee in lieu of land dedication.

Single-Family: \$250.00 per Dwelling Unit (DU)

Multi-Family: \$105.00 per Bedroom (BR)

3. Park development fee.

Single-Family: \$375.00 per Dwelling Unit (DU)

Multi-Family: \$315.00 per Bedroom (BR)

4. Total community park fees.

Single-Family: \$625.00 per Dwelling Unit (DU)

Multi-Family: \$420.00 per Bedroom (BR)



Legislation Details (With Text)

File #:	19-0386	Version:	1	Name:	Cain Crossing Closure Ordinance
Type:	Ordinance	Status:		Status:	Agenda Ready
File created:	7/12/2019	In control:		In control:	City Council Regular
On agenda:	7/25/2019	Final action:		Final action:	
Title:	Public Hearing, presentation, discussion, and possible action regarding approval of an ordinance to close the Cain Road crossing of the Union Pacific Railroad with the opening of the new Deacon Drive Union Pacific Railroad Crossing.				
Sponsors:	Emily Fisher				
Indexes:					
Code sections:					
Attachments:	Draft Railroad Crossing Closure Ordinance 7-17-2019.pdf Exhibit A.pdf Project Map				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, discussion, and possible action regarding approval of an ordinance to close the Cain Road crossing of the Union Pacific Railroad with the opening of the new Deacon Drive Union Pacific Railroad Crossing.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

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

Summary: The Cain/Deacon railroad switch project includes the reconstruction of FM 2154 and extension of Deacon Drive across the Union Pacific Railroad tracks to create a new at-grade railroad crossing. The project will also include the closure of the Cain Road railroad crossing after the opening of the new Deacon Drive railroad crossing. A city ordinance closing the Cain Road railroad crossing contingent upon the opening of the Deacon Drive railroad crossing is required to be included in the Union Pacific Construction and Maintenance Agreement for the new Deacon Drive railroad crossing.

Budget & Financial Summary: Funds in the amount of \$5,400,000 are currently budgeted for this project in the Street Capital Fund. A total of \$603,807.92 have been expended or encumbered to date, leaving a balance of \$4,796,192.08 for design, construction, and related expenses.

Attachments:

1. Ordinance w/Exhibit
2. Project map

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS, ESTABLISHING CONDITIONS AND REQUIREMENTS, AND PROVIDING FOR THE CLOSING OF THE CAIN ROAD UNION PACIFIC RAILROAD CROSSING IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, CONTINGENT UPON UNION PACIFIC RAILROAD ALLOWING, PERMITTING, AND OPENING A NEW RAILROAD CROSSING AT DEACON DRIVE AND FM 2154 IN COLLEGE STATION, BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, as part of the project to construct a new Union Pacific Railroad Crossing at Deacon Drive (“Deacon Drive Crossing”) and close the Union Pacific Railroad Crossing at Cain Road (“Cain Road Crossing”), being further described as the Cain Road Crossing, DOT 743220X, as shown in **Exhibit “A”**, attached hereto (such portion hereinafter referred to as the “Cain Road Crossing”); and

WHEREAS, in order for the Cain Road Crossing to be closed by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the closure of the Cain Road Crossing, as described in **Exhibit “A”** attached hereto and made a part of this ordinance for all purposes.

1. Closure of the Cain Road Crossing is contingent upon Union Pacific Railroad allowing, permitting, and opening the new railroad crossing at Deacon Drive and FM 2154 (Deacon Drive Crossing).
2. Closure of the Cain Road Crossing will not result in property that does not have access to public roadways or utilities.
3. Upon completion of the new Deacon Drive Crossing, the closure will result in no public need or use for the Cain Road Crossing.
4. Upon completion of the new Deacon Drive Crossing, there is no anticipated future public need or use for the Cain Road Crossing.
5. Closure of the Cain Road Crossing will not impact access for all public utilities to serve current and future customers.

PART 2: That the Cain Road Crossing, as described in **Exhibit “A”**, be closed pursuant to the findings, conditions, and requirements made by the City Council.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

JOE ORR

Inc.

A BASELINE CORPORATION CO.
Professional Surveyors
P.O. BOX 11979 COLLEGE STATION, TEXAS 77842-1979
(979) 693-2777 www.baselinesurveyors.net TBPLS Firm no. 10054400

OWNERSHIP INFORMATION MAPS
OLD HIGHWAY 6 RIGHT-OF-WAY
F.M. 2818 TO CAIN ROAD
COLLEGE STATION, TEXAS

SCALE:

DATE: JANUARY 2016

SHEET 1 OF 2

J15x776—all.dwgJ15x776

Note:
All existing easements are
not shown on this map.

1892 Jones Crossing, Ltd.
approx. 71.886 acres
Vol. 12755, Pg. 238

20' waterline easement
vol. 553, pg. 483 (CoCS)

20' waterline easement
vol. 553, pg. 494 (CoCS)

40' electrical easement
vol. 6289, pg. 1 (CoB)

F.M. 2154 – Wellborn Road
100' R.O.W. – vol. 171, pg. 181
(additions to north side in 2005±)

original R.O.W. line

Union Pacific Railroad (formerly Southern Pacific)

100' prescriptive R.O.W.– originally Houston & Texas Central Railroad

OLD HIGHWAY 6 (a.k.a. Old Wellborn Rd.) – variable-width, prescriptive R.O.W.

cell tower lease tract and
access & utility easement
vol. 3626, pg. 289 (SprintCom)

Milan W. Powers
3.600 acres
Vol. 5284, Pg. 74

Edsel G. Jones
(rem. of) 20.37 acres
Vol. 302, Pg. 236

Edsel G. Jones
2.33 acres
Vol. 2646, Pg. 286

20' electrical easement
vol. 2396, pg. 333 (CoB)

20' waterline easement
vol. 553, pg. 480 (CoCS)

public utility easement
vol. 7047 pg. 265 (CoCS)

20' powerline easement
vol. 12722 pg. 160 (CoB)

note:
These properties are listed as
"affected by easements granted
to Sprint Communications Co. L.P."
in the Easement Deed by Court Order
recorded in vol. 12824, pg. 69

J&J Butler Management, LLC
Jan Butler Loveless and James G. Butler
28.546 acres
Vol. 13031, Pg. 157

10' electrical easement
vol. 6391, pg. 134 (CoB)

Edsel G. Jones
17.27 acres
Vol. 3841, Pg. 187
(includes 2.33 ac.)

J & J Butler Family Partnership, Ltd.
(rem. of) 69.37 acres
Vol. 12534, Pg. 84

Ann Fleming Hays
rem. of called 70.4 acres
Vol. 6751, Pg. 279

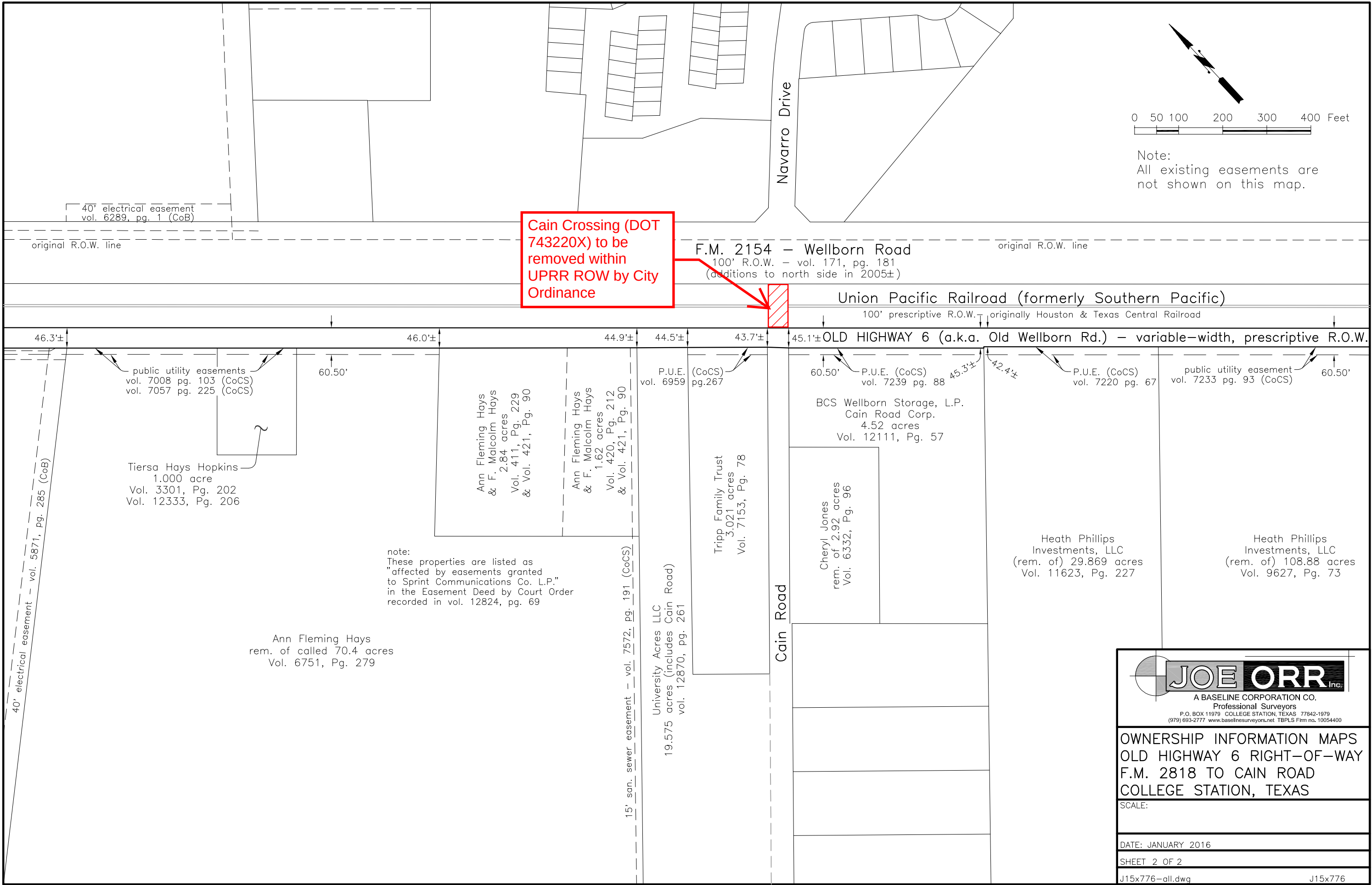
40' electrical easement – vol. 5871, pg. 285 (CoB)

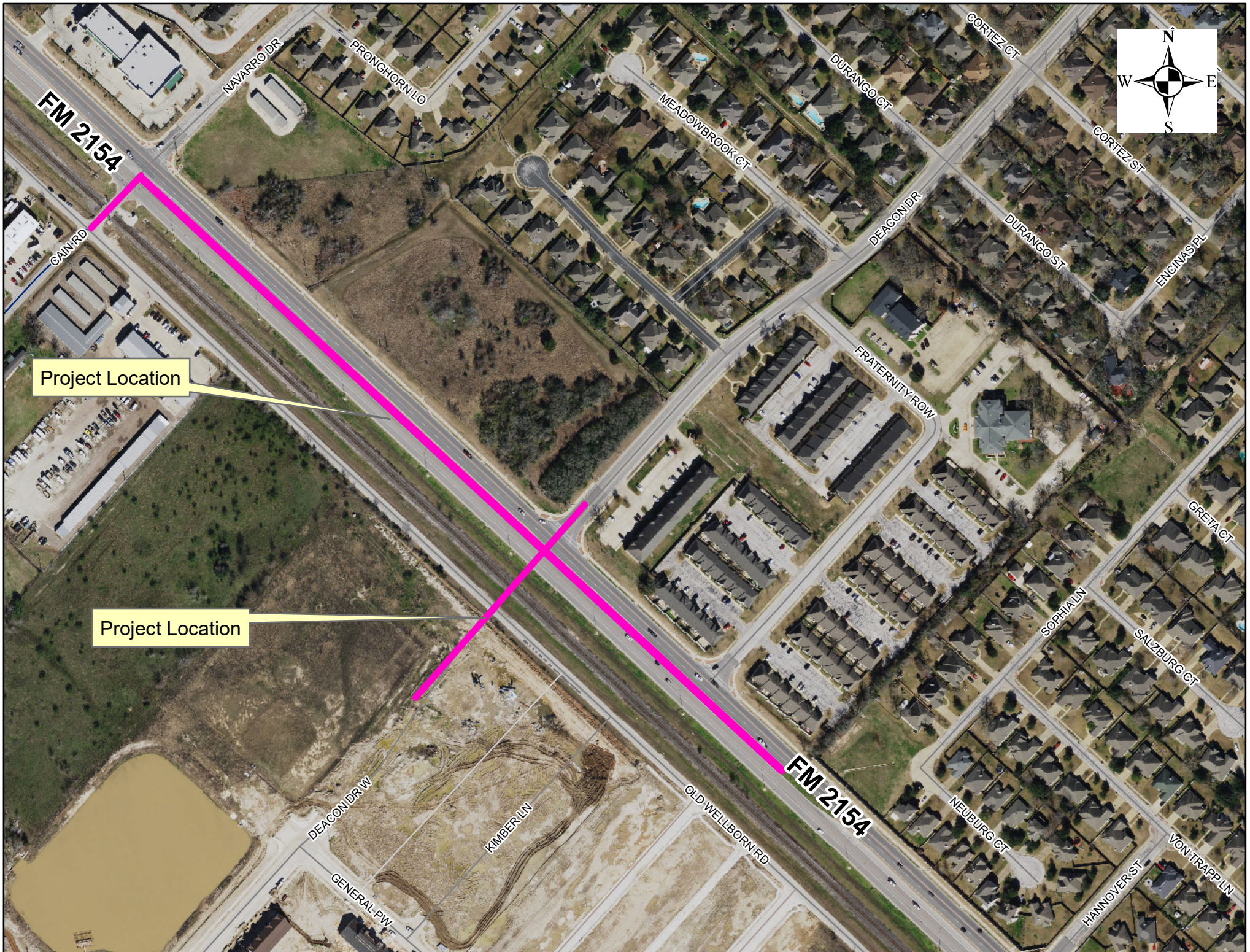
20' waterline easement
vol. 553, pg. 487 (CoCS)

F.M. 2818
Harvey Mitchell Pkwy.

Dowling Road

Holleman Drive
South





Legislation Details (With Text)

File #:	19-0370	Version:	1	Name:	Texas Department of Transportation 2019 Transportation Alternatives/Safe Routes to School Infrastructure Grant Resolution
Type:	Resolution	Status:			Agenda Ready
File created:	7/8/2019	In control:			City Council Regular
On agenda:	7/25/2019	Final action:			
Title:	Presentation, discussion, and possible action regarding a resolution to support and authorize the submission of a grant application to the Texas Department of Transportation to implement the Southwood Sidewalk Project.				
Sponsors:	Venessa Garza				
Indexes:					
Code sections:					
Attachments:	Project Location Map Resolution				

Date	Ver.	Action By	Action	Result
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Presentation, discussion, and possible action regarding a resolution to support and authorize the submission of a grant application to the Texas Department of Transportation to implement the Southwood Sidewalk Project.

Relationship to Strategic Goals: (Select all that apply)

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

Recommendation(s): Staff recommends approval.

Summary: In February 2019, the Texas Department of Transportation (TxDOT) issued a call for projects to local communities for funding assistance to help enhance bicycle and pedestrian safety, mobility and connectivity through infrastructure projects. Eligible projects include: bicycle improvements, shared use paths, sidewalk improvements and other infrastructure related projects to improve safety for non-motorized transportation. The application deadline is August 15, 2019.

Two federal funding sources are available: Transportation Alternatives (TA) and Safe Routes to Schools (SRTS). Approximately \$8.7 million is available through SRTS for eligible projects within 2 miles of a K-8th grade school. Approximately \$13.5 million will be available through TA funds and placed on a prioritized Conditional Project List for anticipated FY2021-FY2022 appropriations.

The Southwood Drive Sidewalk Project along Southwood Drive from Todd Trail, across Harvey Mitchell Parkway (FM 2818) to Valley View Drive has been identified for submission to fill a sidewalk gap and help provide a safe route to schools between the Southwood Valley and South Knoll/Southside neighborhoods. The project was also identified as a need in the Bicycle, Pedestrian, and Greenways Master Plan, South Knoll Neighborhood Plan and the Central College Station Neighborhood Plan. The sidewalk project is approximately .40 miles in length.

If selected, the City of College Station will fund the project but will be reimbursed by TxDOT based on the funding source criteria. If the project is chosen for SRTS funding, 100% of the project may be reimbursable. If the project is chosen for TA funding, up to 80% of construction costs may be reimbursable.

A resolution is needed from City Council to show support for the project, authorize City staff to submit the application, and provide a commitment to fund the project if selected, including entering into an Advanced Funding Agreement with TxDOT.

Budget & Financial Summary: The City will fund the project and will be reimbursed, as described above, based on funding category selection. The estimated cost is approximately \$370,000 from the City's Street Capital Improvements Fund.

Legal Review: Yes

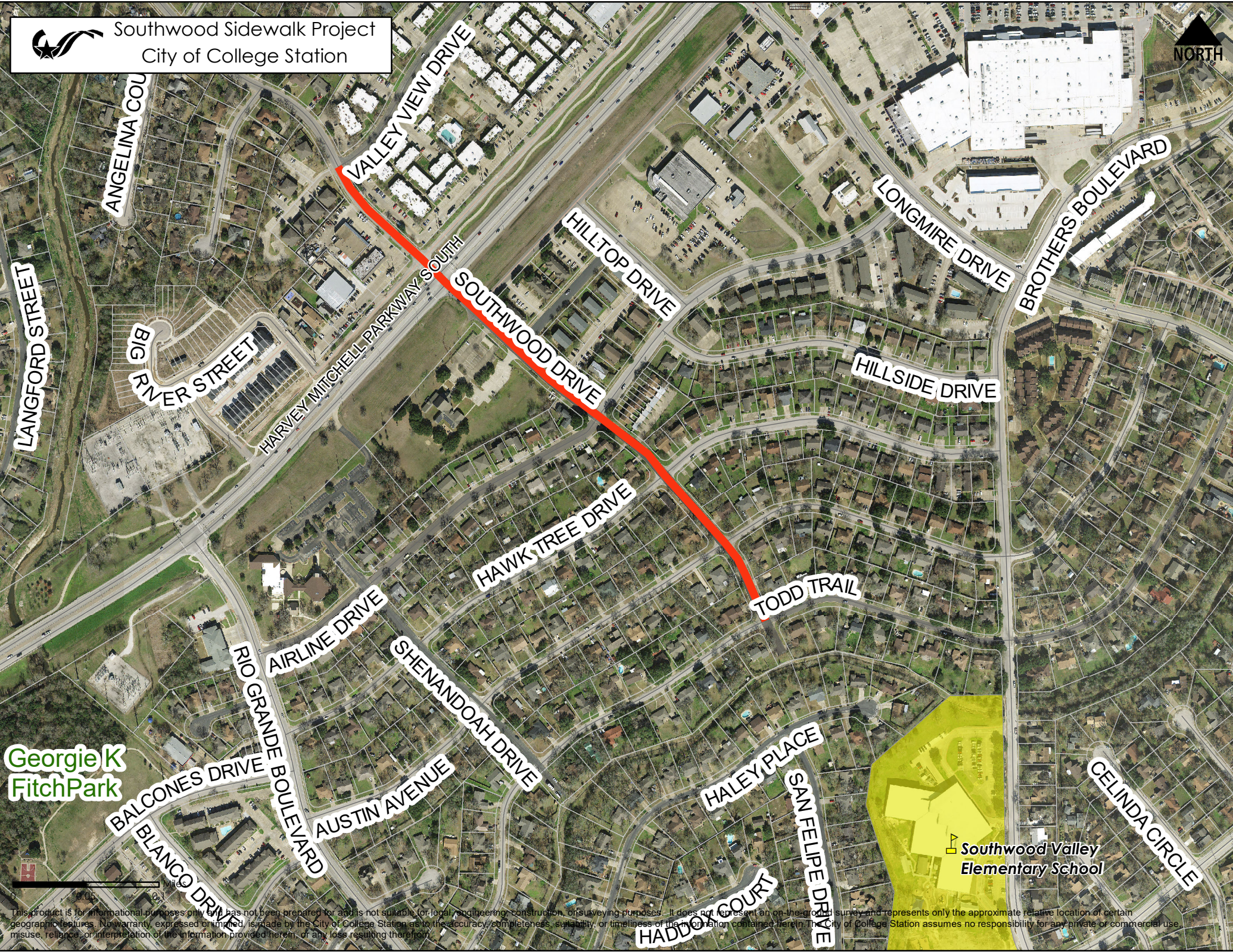
Attachments:

1. Resolution
2. Project Location Map



Southwood Sidewalk Project City of College Station

NORTH



This product is for informational purposes only and has not been prepared for and is not suitable for legal, engineering, construction, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of certain geographic features. No warranty, expressed or implied, is made by the City of College Station as to the accuracy, completeness, suitability, or timeliness of the information contained herein. The City of College Station assumes no responsibility for any private or commercial use, misuse, reliance, or interpretation of the information provided herein or any loss resulting therefrom.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, SUPPORTING AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEES TO EXECUTE DOCUMENTS NECESSARY FOR THE SUBMISSION OF AN APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION'S 2019 TRANSPORTATION ALTERNATIVES (TA) / SAFE ROUTES TO SCHOOL (SRTS) INFRASTRUCTURE CALL FOR PROJECTS FOR THE SOUTHWOOD DRIVE SIDEWALK PROJECT.

WHEREAS, the Texas Department of Transportation (TxDOT) issued a call for projects in February 2019 for communities to apply for funding assistance through the Transportation Alternatives (TA) and/or Safe Routes to School-Infrastructure (SRTS) Programs for the purpose of enhancing bicycle and pedestrian safety through infrastructure projects; and

WHEREAS, projects submitted by the City of College Station must be endorsed by the City Council with commitment to fund the project on a cost reimbursement basis, and

WHEREAS, the TA funds may be used for construction only of pedestrian and/or bicycle infrastructure. The TA funds require a minimum 20% local match towards construction comprised of cash plus in-kind contributions, if any. As the Project Sponsor, the City of College Station would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds; and

WHEREAS, the SRTS funds may be used for development of plans, specifications, and estimates; environmental documentation; and construction of pedestrian and/or bicycle infrastructure. The SRTS funds do not require a local match. As the Project Sponsor, the City of College Station would be responsible for all non-reimbursable costs and 100% of overruns, if any, for SRTS funds; and

WHEREAS, the Southwood Drive Sidewalk Project along Southwood Drive from Todd Trail, across Harvey Mitchell Parkway (FM 2818) to Valley View Drive will fill a sidewalk gap to help to provide a safe route to schools between the Southwood Valley and South Knoll/South Side neighborhoods; now therefore

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

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

PART 2: That the City Council of the City of College Station supports funding the project: Southwood Drive Sidewalk Project as described in the 2019 TA/SRTS Detailed Application (including the construction budget, TxDOT's administrative cost, and required local match, if any) and is willing to commit to the project's development, implementation, construction, maintenance, management, and financing.

PART 3: That the City Council hereby authorizes the City Manager or his designees as authorized officials to execute documents necessary for the submission of the grant application to the Texas Department of Transportation on behalf of the City of College Station and to act on its behalf with respect to any issues that may arise during processing of said application.

PART 3: That the City Council is willing and able to authorize, by resolution or ordinance, the City of College Station to enter into an agreement with TxDOT should the project be selected for funding.

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

ADOPTED this _____ day of _____, A.D. 2019.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

City Attorney



Legislation Details (With Text)

File #:	19-0392	Version:	1	Name:	MUD #2 Consent Resolution
Type:	Resolution	Status:		Status:	Agenda Ready
File created:	7/16/2019	In control:		In control:	City Council Regular
On agenda:	7/25/2019	Final action:		Final action:	
Title:	Presentation, discussion, and possible action regarding adopting a resolution of the City of College Station, Texas, granting consent to the formation of Brazos County Municipal Utility District No. 2 and up to four additional municipal utility districts within the City's extraterritorial jurisdiction, generally located along Peach Creek between FM 2154 and State Highway 6 South.				
Sponsors:	Jennifer Prochazka				
Indexes:					
Code sections:					
Attachments:	Vicinity Map Consent Resolution - with Exhibits				

Date	Ver.	Action By	Action	Result
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Presentation, discussion, and possible action regarding adopting a resolution of the City of College Station, Texas, granting consent to the formation of Brazos County Municipal Utility District No. 2 and up to four additional municipal utility districts within the City's extraterritorial jurisdiction, generally located along Peach Creek between FM 2154 and State Highway 6 South.

Relationship to Strategic Goals:

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

Recommendation: Staff recommends approval of the consent resolution.

Summary: The City received a petition to form up to five MUDs in the ETJ. Since the proposed MUDs are located within the City's ETJ, the City's consent is needed for the applicant to pursue approval of the MUDs through the Texas Commission on Environmental Quality. On June 9, 2016, the City Council approved a consent resolution granting the landowner's petition to create Brazos County Municipal Utility District (MUD) No. 2 within the City's Extraterritorial Jurisdiction (ETJ). The conditions in the initial consent resolution were not met within the timeframe.

This item is consideration of an amended consent resolution reflecting conditions negotiated throughout the creation of the supporting MUD documents. As provided for in the City's adopted MUD policy, staff negotiated a Development Agreement with the developer to extend the City's planning authority over the MUD. Consideration of the Development Agreement, Utility Agreement, and Strategic Partnership Agreement will occur after approval of this consent resolution.

The proposed MUDs will develop, operate, maintain, and issue bonds for financing the construction of needed

infrastructure (water, sewer, drainage, and streets) for the districts and levy and assess a tax on property within the districts to pay operational and maintenance expenses associated with the planned infrastructure.

Summary of the proposed MUDs:

- ☐ Total area: 2,354 acres
- ☐ Approximately 1,466 acres of residential development
- ☐ Approximately 472 acres of commercial / non-residential development
- ☐ Approximately 416 acres of conservation space

Compliance with MUD Policy: The City's adopted policy regarding the creation, operation, and dissolution of MUDs provides the following prerequisites for consideration when evaluating applications for MUDs located in the ETJ:

1. Whether the City has already made plans to annex or provide municipal services to the area proposed for inclusion in the District within the next five years, and
2. Whether the proposed area for the District lies in the ETJ of two or more cities.

The determination regarding both considerations above is negative. Therefore, the City Council should give consideration to granting consent as outlined in Sections II.D and II.E of the City's adopted MUD policy.

It is important to note that the applicant has agreed to comply with the City's adopted MUD policy, including the conditions for consent. The City's policy addresses the City Council's consent related to issuance of bonds by the District, development agreements designed to extend the City's planning authority over the land contained within the District, and Strategic Partnership Agreements that outline the terms for annexation.

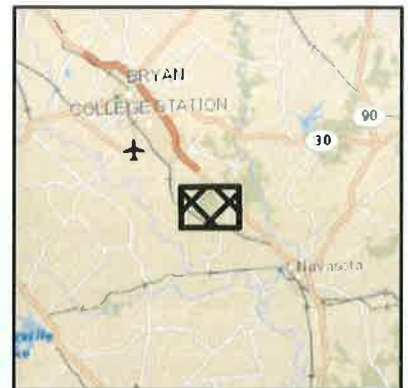
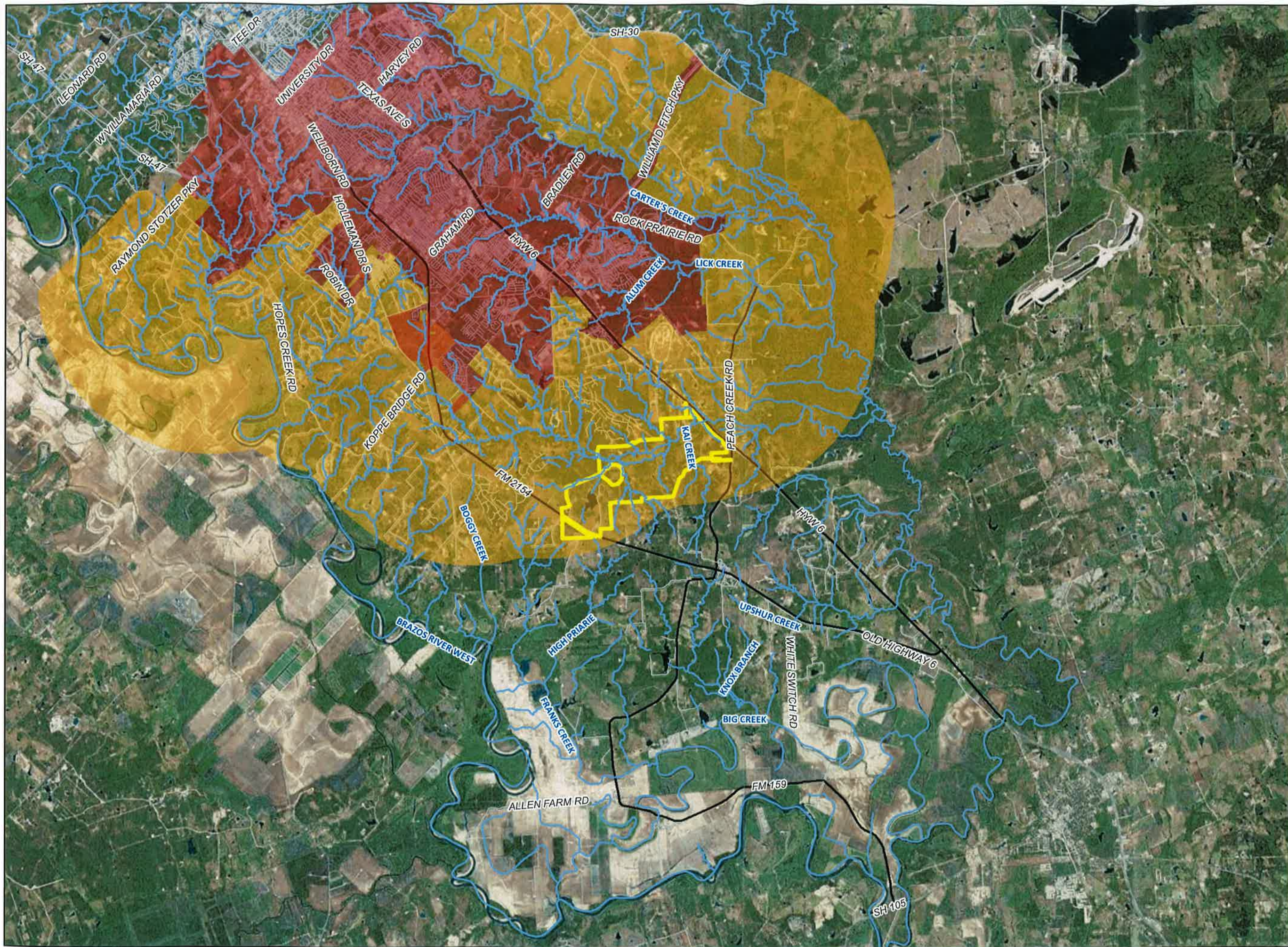
Compliance with the Comprehensive Plan: Chapter Two, Community Character, of the Comprehensive Plan designates this area as "Rural" on the Future Land Use and Character Map. The Rural designation includes areas that exhibit countryside, agricultural, and natural character. The Comprehensive Plan also speaks to the protection of rural areas and preservation of natural areas in the ETJ. Streams, stands of trees, pastures, and open areas contribute significantly to the character of an area, and the retention of these natural areas further acknowledges the limitations of public services and infrastructure in the ETJ.

Given the proposed density, open space preservation, and overall development pattern, staff believes that the development will be consistent with the goals and vision of the City's Comprehensive Plan for the area.

Budget & Financial Summary: N/A

Attachments:

1. Vicinity Map
2. Consent Resolution with Exhibits



VICINITY MAP

Scale: 1 inch equals 20 miles

LEGEND

- Streams
- Development Boundary
- City of College Station
City Limits
- City of College Station
Extraterritorial Jurisdiction

*Aerial Imagery provided by ESRI

MILLICAN RESERVE
BRAZOS COUNTY, TEXAS



FIGURE 3 VICINITY MAP



1 inch equals 10,000 feet

Disclaimer:
This product is offered for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property, governmental and/or political boundaries or related facilities to said boundary. No express warranties are made by Jones & Carter, Inc. concerning the accuracy, completeness, reliability, or usability of the information included within this exhibit.

Coordinate System: NAD 83 TX CENTRAL 4203 FEET
Vertical Datum: NAVD 1988 - 2001 Adjustment

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, GRANTING CONSENT TO THE FORMATION OF BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2 AND UP TO FOUR ADDITIONAL MUNICIPAL UTILITY DISTRICTS WITHIN THE CITY'S EXTRATERRITORIAL JURISDICTION.

WHEREAS, the owners of approximately 2,354 acres of land, more particularly described in Exhibit "A" attached hereto and incorporated herein, (the "Land") have filed a petition requesting consent to create multiple Municipal Utility Districts (the "Petition"), including a master district, from the City of College Station (the "City"); and

WHEREAS, the City is empowered under state law to exercise authority over municipal utility districts located within the City's Extraterritorial Jurisdiction; and

WHEREAS, the Land proposed to be included in the districts lies within the Extraterritorial Jurisdiction of the City; and

WHEREAS, the districts plan to provide water, sanitary sewer, drainage, road and other facilities and services to the Land; and

WHEREAS, the owners of the Land previously requested conditional consent to the creation of up to five districts prior to the City and the owners negotiating and entering into one or more agreements that address the issues related to development of the Land by the owners and by the districts, including without limitation, water supply, wastewater treatment, drainage, roads, application of certain City ordinances and standards, parks, and the needs of the City in relation to the annexation of the Land into the City so that the owners may pursue creation of the districts through the Texas Commission on Environmental Quality while such agreements are being negotiated; and

WHEREAS, via Resolution No. 06-09-16-02 adopted by the City Council of the City on or about June 9, 2016, the City granted its conditional consent to creation of up to five districts and the inclusion of the Land within the City's Extraterritorial Jurisdiction in such districts; and

WHEREAS, the conditions in such resolution were not met in a timely manner; and

WHEREAS, the owners created one municipal utility district, Brazos County Municipal Utility District No. 2 (the "District"); and

WHEREAS, the District has held its confirmation election on the uniform election date in May 2017; and

WHEREAS, City Council, contemporaneously with its adoption of this Resolution, is approving and entering into agreements with the owners of the Land and the District that address the issues related to development of the Land by the owners, the District and future districts created on the

Land, including without limitation, water supply, wastewater treatment, drainage, roads, application of certain City ordinances and standards, parks, and the needs of the City in relation to the potential for future annexation of the Land into the City (collectively, the “Agreements”); and

WHEREAS, the City desires to consent to the creation of the District and inclusion therein of the approximately 995.30 acres of land more particularly described in Exhibit “B” attached hereto and incorporated herein (the “Tract”); and

WHEREAS, the City desires to grant its consent to the creation of up to an additional four municipal utility districts and the inclusion therein of the Land within the City’s Extraterritorial Jurisdiction in the event that such districts are created; now, therefore,

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

- PART 1:** That the City Council hereby confirms its grant of consent to the creation of Brazos Municipal Utility District No. 2 (the “District”) and the inclusion of the Tract in such District subject to and specifically conditioned upon compliance with this Resolution.
- PART 2:** That the City Council hereby grants its consent to the creation of up to an additional four municipal utility districts encompassing the Land and the inclusion therein of the Land subject to and specifically conditioned upon compliance with this Resolution.
- PART 3:** That Resolution No. 06-09-16-02 adopted on or about June 9, 2016, is hereby repealed.
- PART 4:** That notwithstanding Resolution No. 01-09-14-01, this Resolution sets forth all of the terms and conditions upon which the City consents to the creation of the District.
- PART 5:** That the consent in this Resolution is conditioned upon compliance with the Agreements and with those consent conditions on Exhibit “C,” attached hereto and incorporated herein.
- PART 6:** That the term “consent” as used in this Resolution has the meaning provide in Section 42.042 (d), Texas Local Government Code, to wit, authorization to initiate proceedings to create the District as provided by law.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"

THE LAND

Peach Creek Partners, LTD., et al
2,354 Acres in Two Tracts

Various Surveys in southern Brazos County

Tract One

STATE OF TEXAS §

COUNTY OF BRAZOS §

A METES AND BOUNDS description of a certain 2,451 acre tract of land out of the following surveys:

Jose Maria Barrera Survey, Abstract No. 67,
Jose Maria Barrera Survey, Abstract No. 68,
Jose Maria Barrera Survey, Abstract No. 69,
Jesse Evans Survey, Abstract No. 110,
Thomas Henry Survey, Abstract No. 130,
Andrew D. Houston Survey, Abstract No. 133,
Henry G. Hudson Survey, Abstract No. 140,
Henry G. Hudson Survey, Abstract No. 141,
Archibald D. Lancaster Survey, Abstract No. 151,
Archibald McLaughlin Survey, Abstract No. 158,
Thomas H. Mays Survey, Abstract No. 161,
Andrew Miller Survey, Abstract No. 165,
Bartlett McGregor Survey, Abstract No. 171,
Diadem Millican Survey, Abstract No. 178,
Jefferson P. Mitchell Survey, Abstract No. 179,
Clement Raney Survey, Abstract No. 201,
John W. Stewart Survey, Abstract No. 213,

in Brazos County, Texas, being all or part of the following described properties:

1. a called 82.453 acre tract to RB Ventures I, LLC, recorded in Volume 12300, Page 5, of the Official Public Records of Brazos County, Texas, (OPRBCT),
2. a called 94.048 acre tract to RB Ventures I, LLC, recorded in Volume 12300, Page 20, OPRBCT,
3. a called 10.001 acre tract to John E. McFarlane, Jr. and Erin M. McFarlane, recorded in Volume 9422, Page 180, OPRBCT,
4. a called 122.98 acres (Tract One) to 5271 Memorial Partners, LTD., as recorded in Volume 6396, Page 106, OPRBCT,
5. various tracts to Peach Creek Partners, LTD., being described as follows:
 - a. All of a called 76.698 acre tract to Peach Creek Partners described in Volume 12300, Page 13, OPRBCT,
 - b. A portion of a called 39.705 acre tract to Peach Creek Partners, LTD., described in Volume 12468, Page 57, OPRBCT,
 - c. All of a called 49.78 acre tract to Peach Creek Partners, LTD., described in Volume 8913, Page 80, OPRBCT,
 - d. A portion of a called 62.568 acre tract to Peach Creek Partners, LTD., described in Volume 5070, Page 71, OPRBCT,
 - e. A portion of a called 235.123 acre tract to Peach Creek Partners, LTD., described in Volume 04227, Page 00135, OPRBCT,

Peach Creek Partners, LTD., et al
2,354 Acres in Two Tracts

Various Surveys in southern Brazos County

- f. Portions of the property conveyed to Peach Creek Partners, LTD., as recorded in Volume 04227, Page 00119, OPRBCT, also described in Volume 04227, Page 00145, OPRBCT, as follows:
1. A portion of a called 167.36 acre tract as described in Exhibit A,
 2. A portion of a called 1215.830 acre tract described as Tract One, Exhibit B,
 3. A portion of a called 1213.537 acre tract described as Tract Two, Exhibit B,
 4. All of a called 141.460 acre tract described as Tract Three, Exhibit B,

Said 2,451 acres being more particularly described by metes and bounds as follows with all bearings being based on the most north line of said 1215.830 acre tract having a record bearing of South 88°34'00" East recorded in Volume 04227, Page 00145, OPRBCT;

BEGINNING at the southwest corner of the 1215.830 acres conveyed to Peach Creek Partners, LTD, recorded in Volume 4227, Page 145, OPRBCT;

THENCE, North 02°07'00" East, along a west line of said 1215.830 acre tract, 1855.56 feet to a point for corner;

THENCE, North 01°03'00" East, continuing along a west line of said 1215.830 acre tract, 479.44 feet to a point for corner in the southwest line of the Atchison, Topeka, and Santa Fe Railway Company railroad right-of-way;

THENCE, North 01°05'00" West, crossing said railroad right-of-way and the right-of-way of Farm to Market Highway No. 2154 a distance of 248.61 feet to a point for corner in the northeast line of said FM 2154 right-of-way;

THENCE, North 01°12'41" West, continuing along a west line of said 1215.830 acre tract, 782.28 feet to a point for corner, being the southwest corner of a 26.587 acre tract conveyed as a 1/2 undivided interest to DuBois Children's Limited Partnership, LTD, recorded in Volume 12468, Page 57, OPRBCT;

THENCE, along the south and east lines of said 26.587 acre tract the following five (5) courses and distances:

1. North 88°11'03" East, a distance of 371.48 feet to a point for corner;
2. North 68°06'25" East, a distance of 581.47 feet to a point for corner;
3. North 21°30'46" West, a distance of 343.01 feet to a point for corner, being the beginning of a tangent curve to the right;
4. with a curve to the right, having an arc length of 1157.30 feet, a radius of 3000.00 feet, a delta angle of 22°06'10", and a chord bearing of North 10°27'41" West 1150.14 feet, to a point for corner marking a point of tangency;
5. North 00°35'24" East, passing at a distance of 86.88 feet the northeast corner of said 26.587 acre tract and the southeast corner of a called 5.763 acre tract conveyed to DuBois Children's Limited Partnership, LTD, recorded in Volume 12468, Page 57, OPRBCT, continuing in all a total distance of 508.48 feet to a point for corner in the south line of an 86.835 acre tract conveyed to Millican DPC Partners, LP, recorded in Volume 9981, Page 290, OPRBCT;

Peach Creek Partners, LTD., et al
2,354 Acres in Two Tracts

Various Surveys in southern Brazos County

THENCE, North 69°40'32" East, with the south line of said 86.835 acre tract, 2301.29 feet to a point for corner being the south corner of a 10.445 acre tract conveyed to John T. Jaques and Kamela A. Jaques recorded in Volume 9286, Page 43, OPRBCT, and corrected as an 11.972 acre tract in Volume 9981, Page 276, OPRBCT;

THENCE, North 69°40'33" East, with the southeast line of said Jaques tract and the southeast line of the remainder of a 103.4 acre tract conveyed to Millican DPC Partners, LP, recorded in Volume 9981, Page 276, a distance of 1644.73 feet to a point for corner;

THENCE, North 00°11'39" West, with the east line of the remainder of said 103.4 acre tract a distance of 944.63 feet to a point for corner in a west line of aforementioned 1215.830 acre tract;

THENCE, with the west and north lines of said 1215.830 acre tract, the following four (4) courses and distances:

1. North 00°03'00" East, 937.50 feet to a point for corner;
2. North 19°35'00" West, 460.00 feet to a point for corner;
3. North 13°17'00" East, 680.56 feet to a point for corner;
4. South 88°34'00" East, 1930.00 feet to a point for corner, being the northeast corner of said 1215.830 acre tract and the northwest corner of a called 235.123 acre tract conveyed to Peach Creek Partners, LTD, recorded in Volume 4227, Page 135, OPRBCT;

THENCE, with the north line of said 235.123 acre tract, the following four (4) courses and distances:

1. North 87°19'00" East, 219.61 feet to a point for corner;
2. North 87°50'00" East, 1157.69 feet to a point for corner;
3. North 60°08'00" East, 136.11 feet to a point for corner;
4. North 47°16'00" East, 246.14 feet to a point for corner, being the northeast corner of said 235.123 acre tract and the most westerly northwest corner of a called 1213.537 acre tract conveyed to Peach Creek Partners, LTD, recorded in Volume 4227, Page 145, OPRBCT;

THENCE, with the north line of said 1213.537 acre tract, the following three (3) courses and distances:

1. North 47°28'00" East, 173.89 feet to a point for corner;
2. South 64°25'00" East, 234.17 feet to a point for corner;
3. North 62°30'00" East, 637.50 feet to a point for corner, being a northeast corner of said 1213.537 acre tract and the northwest corner of a called 141.460 acre tract (Tract Three) conveyed to Peach Creek Partners, LTD, recorded in Volume 4227, Page 145, OPRBCT;

THENCE, North 89°21'00" East, along the north line of said 141.460 acre tract, 2494.56 feet to a point for corner, being said tract's northeast corner and being in the west line of a 94.048 acre tract conveyed to RB Ventures I, LLC, recorded in Volume 12300, Page 20, OPRBCT;

THENCE, with the west and north lines of said 94.048 acre tract, the following seven (7) courses and distances:

1. North 00°10'21" West, 2075.08 feet to a point for corner;
2. North 40°29'41" West, 18.39 feet to a point for corner;
3. North 04°05'22" West, 102.71 feet to a point for corner;

Peach Creek Partners, LTD., et al
2,354 Acres in Two Tracts

Various Surveys in southern Brazos County

4. North 70°09'13" East, 92.81 feet to a point for corner;
5. South 88°43'16" East, 348.00 feet to a point for corner;
6. North 88°03'52" East, 297.93 feet to a point for corner;
7. South 89°58'11" East, 538.46 feet to a point for corner, being the northeast corner of said 94.048 acre tract and the northwest corner of a called 10.001 acre tract conveyed to John E. McFarlane, Jr., and Erin M. McFarlane, recorded in Volume 9422, Page 180, OPRBCT;

THENCE, North 85°28'53" East, along the north line of said 10.001 acre tract, 491.52 feet to a point for corner;

THENCE, South 89°47'44" East, passing the northeast corner of said 10.001 acre tract being a northwest corner of an 82.453 acre tract conveyed to RB Ventures I, LLC, recorded in Volume 12300, Page 5, OPRBCT, continuing with the north line of said 82.453 acre tract, for a total distance of 999.70 feet to a point for corner at a northwesterly interior corner of aforementioned 1213.537 acre tract;

THENCE, North 00°17'51" East, with a west line of said 1213.537 acre tract, 1592.78 feet to a point for corner in the southwest right-of-way of State Highway No. 6, being the southwest corner of a called 0.205 acre tract conveyed to the State of Texas by Correction and Substitute Deed for Highway Purposes recorded in Volume 1034, Page 464, OPRBCT;

THENCE, South 47°21'49" East, with the south line of said 0.205 acre tract, 81.40 feet to a point for corner at the south corner of said 0.205 acre tract, being in an east line of said 1213.537 acre tract;

THENCE, South 00°18'00" West, with an east line of said 1213.537 acre tract, 1537.89 feet to a point for corner in a north line of aforementioned 82.453 acre tract;

THENCE, North 89°59'15" East, with a north line of said 82.453 acre tract, 579.03 feet to a point for corner;

THENCE, North 02°18'53" East, with a west line of said 82.453 acre tract, 795.80 feet to a point for corner in the southwest right-of-way of State Highway No. 6;

THENCE, with the northeast line of said 82.453 acre tract and the southwest right-of-way of State Highway No. 6, the following two (2) courses and distances:

1. South 39°30'34" East, 1524.59 feet to a point for corner;
2. South 21°04'28" East, 103.75 feet to a point for corner;

THENCE, South 39°30'37" East, continuing along the northeast line of said 82.453 acre tract and the southwest right-of-way of State Highway No. 6, and the northeast line of a 122.98 acre tract conveyed to 5271 Memorial Partners, LTD, recorded in Volume 6396, Page 106, OPRBCT, 695.27 feet to a point for corner;

THENCE, with the northeast line of said 122.98 acre tract and the southwest right-of-way of State Highway No. 6, the following two (2) courses and distances:

1. South 57°56'43" East, 103.75 feet to a point for corner;
2. South 38°31'33" East, 875.20 feet to a point for corner;

Peach Creek Partners, LTD., et al
2,354 Acres in Two Tracts

Various Surveys in southern Brazos County

THENCE, South 45°50'47" East, with the northeast line of said 122.98 acre tract and the southwest right-of-way of State Highway No. 6, and the northeast line of the remainder of a 62.568 acre tract conveyed to Peach Creek Partners, LTD, recorded in Volume 5070, Page 71, OPRBCT, and the southwest line of a 3.40 acre tract conveyed to the State of Texas, recorded in Volume 8298, Page 210, OPRBCT, 772.94 feet to a point for corner;

THENCE, with the common line of the remainder of said 62.568 acre tract and said 3.40 acre tract the following four (4) courses and distances:

1. South 51°12'31" East, 656.57 feet to a point for corner;
2. South 44°54'54" East, 131.60 feet to a point for corner;
3. South 26°04'06" East, 392.45 feet to a point for corner;
4. South 36°19'45" East, 382.02 feet to a point for corner in the east line of the remainder of said 62.568 acre tract;

THENCE, South 00°47'15" West, with said east line, 573.29 feet to a point for corner;

THENCE, North 89°51'33" West, with the south line of said 62.568 acre tract, 1680.30 feet to a point for corner in the east line of the remainder of a called 167.36 acre tract conveyed to Peach Creek Partners, LTD, recorded in Volume 4227, Page 145, OPRBCT;

THENCE, South 04°44'48" East, with an east line of said 167.36 acre tract, 433.00 feet to a point for corner;

THENCE, South 06°46'55" East, with an east line of said 167.36 acre tract, 135.30 feet to a point for corner, being the southeast corner of the said 167.36 acre tract;

THENCE, South 89°22'57" West, with the south line of said 167.36 acre tract, 1242.81 feet to a point for corner, being the southwest corner of the said 167.36 acre tract, being a southeasterly corner of aforementioned 1213.537 acre tract;

THENCE, with a south and east line of said 1213.537 acre tract the following three (3) courses and distances:

1. South 62°54'00" West, 584.17 feet to a point for corner;
2. South 88°50'00" West, 719.72 feet to a point for corner
3. South 00°38'00" West, 804.21 feet to a point for corner being the northeast corner of a called 86.34 acre tract conveyed to William T. Fleming, Jr., recorded in Volume 788, Page 200, OPRBCT;

THENCE, along the northwesterly lines of said 86.34 acre tract the following nine (9) courses and distances:

1. South 77°17'16" West, 136.69 feet to a point for corner;
2. South 82°08'15" West, 120.51 feet to a point for corner;
3. South 70°46'57" West, 189.57 feet to a point for corner;
4. South 74°28'57" West, 113.24 feet to a point for corner;
5. South 16°36'47" West, 113.98 feet to a point for corner;
6. South 31°03'50" West, 535.38 feet to a point for corner;

Peach Creek Partners, LTD., et al
2,354 Acres in Two Tracts

Various Surveys in southern Brazos County

7. South 52°58'32" West, 359.09 feet to a point for corner;
8. South 37°03'08" West, 144.24 feet to a point for corner;
9. South 21°07'44" West, 2044.38 feet to a point for corner, being the southwest corner of said 86.34 acre tract being in a south line of said 1213.537 acre tract;

THENCE, with a south line of said 1213.537 acre tract, the following two (2) courses and distances:

1. South 88°49'00" West, 778.72 feet to a point for corner;
2. South 89°46'00" West, 1873.06 feet to a point for corner, being a southwest corner of the said 1213.537 acre tract, being the southeast corner of a called 49.78 acre tract conveyed to Peach Creek Partners, LTD, recorded in Volume 8913, Page 80, OPRBCT;

THENCE, South 89°38'14" West, with a south line of said 49.78 acre tract, 850.00 feet to a point for corner;

THENCE, South 01°20'44" East, with an east line of said 49.78 acre tract, 368.68 feet to a point for corner;

THENCE, South 89°31'04" West, with a south line of said 49.78 acre tract, 936.99 feet to a point for corner, being the southwest corner of the said 49.78 acre tract, being the southeast corner of aforementioned 235.123 acre tract to Peach Creek Partners, LTD;

THENCE, North 89°58'00" West, with the south line of said 235.123 acre tract, 1643.19 feet to a point for corner;

THENCE, North 35°38'00" West, with a southwesterly line of said 235.123 acre tract, 51.81 feet to a point for corner, being a southeast corner of aforementioned 1215.830 acre tract to Peach Creek Partners, LTD;

THENCE, with southerly and easterly lines of said 1215.830 acre tract the following five (5) courses and distances:

1. South 87°08'00" West, 828.06 feet to a point for corner;
2. South 00°53'00" East, 2083.06 feet to a point for corner;
3. South 02°02'00" East, 728.06 feet to a point for corner;
4. South 89°04'00" West, 1217.50 feet to a point for corner;
5. South 04°27'00" West, 850.83 feet to a point for corner in the northeast right-of-way of aforementioned FM 2154;

THENCE, North 71°13'00" West, with the northeast right-of-way of FM 2154, 485.83 feet to a point for corner;

THENCE, South 32°36'00" West, crossing the right-of-way of FM 2154 and the Atchison, Topeka, and Santa Fe Railway Company railroad right-of-way, 203.06 feet to a point for corner;

THENCE, with southerly lines of said 1215.830 acre tract the following five (5) courses and distances:

1. North 89°15'00" West, 380.83 feet to a point for corner;
2. South 89°10'00" West, 691.94 feet to a point for corner;
3. South 77°51'00" West, 71.11 feet to a point for corner;

Peach Creek Partners, LTD., et al
2,354 Acres in Two Tracts

Various Surveys in southern Brazos County

4. North 89°33'00" West, 1027.78 feet to a point for corner;
5. North 89°47'01" West, 1406.14 feet to the **POINT OF BEGINNING, CONTAINING** 2,451 acres of land in Brazos County, Texas; **SAVE AND EXCEPT** all of that called 83.159 acre tract of described in a Distribution General Warranty Deed to Peach Creek Partners, LTD, from Millican DPC Partners, LP, recorded in Volume 12536, Page 288, OPRBCT, and 19.559 acres in the H.&T.C.R.R. (A.T.&S.F.R.R.) right-of-way and Farm to Market Highway No. 2154 as described in Volume 04227, Page 00145, OPRBCT, for a **NET TOTAL** of 2,348 acres.

Tract Two

STATE OF TEXAS §

COUNTY OF BRAZOS §

A METES AND BOUNDS description of a certain 5.097 acre tract of land, lying and being situated in the T. H. Mays Survey, Abstract No. 161, Brazos County, Texas, and being all of the called 5.097 acre tract described in the deed from Joe Marino to Travis I. Williams and wife, Rosie Lee Williams, as recorded in Volume 725, Page 11, of the Official Records of Brazos County, Texas, said 5.097 acre tract being more particularly described by metes and bounds as follows with all bearings based on the most north line of said 5.097 acre tract having a record bearing of due West recorded in Volume 04227, Page 00145, OPRBCT;

BEGINNING at the most easterly northeast corner of the said 5.097 acre tract, same being in the west right-of-way line of Farm to Market Road No. 159 (80' right-of-way);

THENCE, Due West, along the most easterly north line of the said 5.097 acre tract, same being the south line of the 5.097 acre tract described in Volume 3206, Page 78, of the Official Records of Brazos County, Texas, for a distance of 1180.72 feet to a point for corner at the Interior ell corner of the 5.097 acre tract (725/11);

THENCE, Due North, along the common line between the said 5.097 acre tracts for a distance of 184.20 feet to a point for the northwest corner of the 5.097 acre tract (3206/78), same being the most northerly and westerly northeast corner of the 5.097 acre tract (725/11);

THENCE, Due West, along the north line of the said 5.097 acre tract (725/11), same being the south line of the 10.194 acre (Tract 2), described in Volume 461, Page 583, of the Deed Records of Brazos County, Texas, 887.45 feet to a point for corner, being the northwest corner of the 5.097 tract, same being the southwest corner of the 10.194 acre tract;

THENCE, along the west line of the said 5.097 acre tract, the following two (2) courses and distances:

1. S 06° 10' 14" E, 131.08 feet to a point for corner;
2. S 19° 46' 27" E, 89.13 feet to a point for corner, being the southwest corner of the 5.097 acre tract;

THENCE, Due East, along the south line of the said 5.097 acre tract, same being the north line of the 40.90 acre tract described in Volume 329, Page 34, of the Deed Records of Brazos County, Texas, a

Peach Creek Partners, LTD., et al
2,354 Acres in Two Tracts

Various Surveys in southern Brazos County

distance of 2015.86 feet to a point for the southeast corner of the 5.097 acre tract in the west right-of-way line of FM No. 159;

THENCE, N 15° 03' 06" E, along the west right-of-way line of FM No. 159, 31.07 feet to the **PLACE OF BEGINNING, CONTAINING 5.097 acres of land.**

FOR A POLITICAL BOUNDARY ACREAGE TOTALLING 2,354 ACRES.

The metes and bounds descriptions of Tract One and Tract Two were prepared under 22 TAC §663.21, do not reflect the results of an on the ground survey, and are not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which they were prepared.

A separate plat bearing DWG No. 1216 was prepared in conjunction with the two foregoing metes and bounds descriptions and is available in the offices of Jones and Carter in Bryan, Texas.

S:\0-Job\13704 Rock Barn Conservation Partners\13704-0001-00 Millican Reserve District
Creation\SURVEY\SURVEY\DOCS\2354 Acre Consent Desc.docx

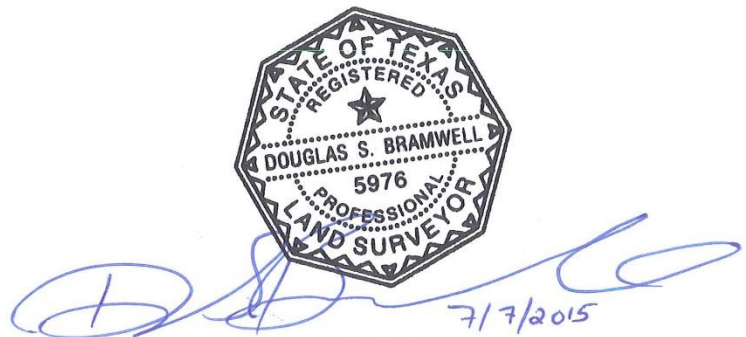


EXHIBIT "B"

THE TRACT

Municipal Utility District No. 2 (MUD 2)
995.30 Acres

STATE OF TEXAS §

COUNTY OF BRAZOS §

A METES AND BOUNDS description of a certain 995.30 acre tract of land out of the Jose Maria Barrera Survey, Abstract No. 67, the Jose Maria Barrera Survey, Abstract No. 68, the Jose Maria Barrera Survey, Abstract No. 69, the Thomas Henry Survey, Abstract No. 130, the Henry G. Hudson Survey, Abstract No. 140, the Andrew Miller Survey, Abstract No. 165, the Bartlett McGregor Survey, Abstract No. 171, the Archibald McLaughlin Survey, Abstract No. 158, the Diadem Millican Survey, Abstract No. 178, the Jefferson P. Mitchell Survey, Abstract No. 179, the Clement Raney Survey, Abstract No. 201, and the John W. Stewart Survey, Abstract No. 213, Brazos County, Texas, being all or a portion of the following tracts of land:

1. A called 82.453 acre tract to RB Ventures I, LLC, recorded in Volume 12300, Page 5, of the Official Public Records of Brazos County (OPRBC);
2. Remainder of a called 170.748 acre tract to RB Ventures I, LLC, recorded in Volume 12300, Page 20, OPRBC;
3. A called 10.001 acre tract to John E. McFarlane, Jr. and Erin M. McFarlane, recorded in Volume 9422, Page 180, OPRBC;
4. A called 122.98 acres (Tract One) to 5271 Memorial Partners, LTD., as recorded in Volume 6396, Page 106, OPRBC;
5. Remainder of a called 170.748 acre tract to Peach Creek Partners recorded in Volume 12300, Page 13, OPRBC;
6. A called 39.705 acre tract to Peach Creek Partners, LTD., described in Volume 12468, Page 57, OPRBC;
7. The property conveyed to Peach Creek Partners, LTD., as recorded in Volume 04227, Page 00119, OPRBC, and in Volume 04227, Page 00145, OPRBC;
8. A called 235.123 acre tract to Peach Creek Partners recorded in Volume 04227, Page 00135, OPRBC;

Said 995.30 acres being more particularly described by metes and bounds as follows with all bearings being based on the most north line of said 1215.830 acre tract having a record bearing of South 88°34'00" East recorded in Volume 04227, Page 00145, OPRBC;

BEGINNING at the north corner of aforementioned 82.453 acre tract, same being the east corner of the 16.68 acre tract recorded in Volume 8531, Page 011, OPRBC, and being in the southwest right-of-way of State Highway No. 6;

THENCE South 39°30'34" East, along the southwest right-of-way of State Highway No. 6, same being an easterly line of said 82.453 acre tract, 1524.59 feet to a point-for-corner;

THENCE continuing along said southwest right-of-way and easterly line of said 82.453 acre tract the following two (2) courses and distances:

1. South 21°04'28" East, 103.75 feet to a point-for-corner;
2. South 39°30'37" East, 80.88 feet to a point-for-corner;

THENCE over and across said 82.453 acre tract, aforementioned 122.98 acre tract, aforementioned 1213.537 acre tract, and aforementioned remainder tracts of the called 170.748 acre tract the following eighteen (18) courses and distances:

1. South 71°42'07" West, 684.53 feet to a point-for-corner;
2. North 76°33'36" West, 367.98 feet to a point-for-corner;
3. South 37°36'11" West, 489.75 feet to a point-for-corner;
4. South 85°55'01" West, 1114.30 feet to a point-for-corner;
5. South 30°40'07" West, 244.29 feet to a point-for-corner;
6. South 02°33'49" East, 246.04 feet to a point-for-corner;
7. South 12°34'02" East, 384.90 feet to a point-for-corner;
8. South 38°49'41" West, 182.69 feet to a point-for-corner;
9. South 66°15'42" West, 253.06 feet to a point-for-corner;
10. North 88°24'18" West, 340.45 feet to a point-for-corner;
11. South 55°33'30" West, 386.21 feet to a point-for-corner;
12. South 16°44'55" East, 156.95 feet to a point-for-corner;
13. South 08°40'55" West, 406.85 feet to a point-for-corner;

Municipal Utility District No. 2 (MUD 2)
995.30 Acres

14. South 51°55'56" West, 268.66 feet to a point-for-corner;
15. South 17°45'20" West, 273.38 feet to a point-for-corner;
16. South 77°16'18" West, 76.56 feet to a point-for-corner;
17. North 61°48'13" West, 323.52 feet to a point-for-corner;
18. South 64°13'23" West, 605.99 feet to a point-for-corner, being in aforementioned 141.460 acre tract;

THENCE over and across said 141.460 acre tract, the following four (4) courses and distances:

1. South 57°08'38" East, 565.05 feet to a point-for-corner;
2. South 86°50'52" West, 552.43 feet to a point-for-corner;
3. South 73°40'37" West, 1177.10 feet to a point-for-corner;
4. North 86°00'38" West, 596.88 feet to a point-for-corner being in aforementioned 1213.537 acre tract;

THENCE South 57°44'45" West, 394.02 feet to a point-for-corner in said 1213.537 acre tract;

THENCE North 58°42'27" West, continuing over and across said 1213.537 acre tract, 495.48 feet to a point-for-corner being in aforementioned 235.123 acre tract;

THENCE over and across said 235.123 acre tract, the following five (5) courses and distances:

1. South 51°31'02" West, 198.60 feet to a point-for-corner;
2. North 41°32'31" West, 413.39 feet to a point-for-corner;
3. North 77°31'31" West, 369.11 feet to a point-for-corner;
4. South 09°06'20" East, 2198.58 feet to a point-for-corner;
5. North 86°12'14" West, 378.58 feet to a point-for-corner, being in a common line of said 235.123 acre tract and the 83.159 acre tract recorded in Volume 12536, Page 294, OPRBC;

THENCE along the common lines of said 235.123 acre tract and said 83.159 acre tract the following three (3) courses and distances:

1. North 08°48'56" East, 326.38 feet to a point-for-corner;
2. North 14°30'53" West, 493.85 feet to a point-for-corner;
3. North 55°27'30" West, 544.47 feet to a point-for-corner;

THENCE North 85°59'18" West, along a northerly line of said 83.159 acre tract, 699.47 feet to a point-for-corner, same being the most northerly corner of said 83.159 acre tract;

THENCE continuing along the common lines of said 83.159 acre tract and said 1215.830 acre tract the following four (4) courses and distances:

1. South 38°39'12" West, 506.11 feet to a point-for-corner;
2. South 86°39'45" West, 264.29 feet to a point-for-corner;
3. South 40°06'02" West, 905.25 feet to a point-for-corner;
4. South 49°52'07" East, 1114.82 feet to a point-for-corner marking the beginning of a tangent curve to the right;

THENCE along said curve to the right, having a radius of 3050.00 feet, an arc length of 630.27 feet, a delta angle of 11°50'24", a chord bearing of South 43°56'55" East, and a chord length of 629.15 feet, to a point-for-corner marking a point of tangency and being the south corner of said 83.159 acre tract;

THENCE over and across aforementioned 1215.830 acre tract, the following thirteen (13) courses and distances:

1. South 53°19'25" West, 1938.66 feet to a point-for-corner;
2. South 03°25'08" West, 409.10 feet to a point-for-corner;
3. South 29°39'21" West, 379.66 feet to a point-for-corner;
4. South 44°06'24" West, 1168.08 feet to a point-for-corner;
5. South 33°19'41" East, 1142.14 feet to a point-for-corner;
6. South 74°20'36" West, 191.27 feet to a point-for-corner;
7. South 24°51'24" East, 293.88 feet to a point-for-corner;
8. North 62°04'40" East, 865.68 feet to a point-for-corner;
9. North 32°07'46" East, 449.62 feet to a point-for-corner;

Municipal Utility District No. 2 (MUD 2)
995.30 Acres

10. North 16°56'29" East, 484.44 feet to a point-for-corner;
11. North 04°30'39" East, 823.17 feet to a point-for-corner;
12. North 15°42'38" East, 459.11 feet to a point-for-corner;
13. South 37°06'59" East, 553.34 feet to a point-for-corner, same being the northwest corner of a called 20 acre tract recorded in Volume 10069, Page 264, OPRBC;

THENCE South 00°53'00" East, along the west line of said 20 acre tract, 2083.06 feet to a point-for-corner;

THENCE South 02°02'00" East, 728.06 feet to a point-for-corner, same being the northeast corner of a called 23.85 acre tract recorded in Volume 11639, Page 022, OPRBC and being in the west line of a called 43.05 acre tract recorded in Volume 11890 Page 225 OPRBC;

THENCE South 89°04'00" West, along the north line of said 23.85 acre tract, 1217.50 feet to a point-for-corner, same being the northwest corner of said 23.85 acre tract;

THENCE South 04°27'00" West, along the west line of said 23.85 acre tract, 849.85 feet to a point-for-corner, same being a westerly corner of the 0.14 acre tract recorded in Volume 10577, Page 237, OPRBC and being in the north right-of-way of Farm to Market Highway 2154;

THENCE North 70°59'09" West, along said right-of-way, 531.25 feet to a point-for-corner marking the beginning of a curve to the right;

THENCE along said curve to the right, having a radius of 5305.46 feet, an arc length of 1643.96 feet, a delta angle of 17°45'14", a chord bearing of North 61°33'22" West, and a chord length of 1637.39 feet, to a point-for-corner;

THENCE North 53°20'32" West, continuing along said right-of-way, 2655.74 feet to a point-for-corner;

THENCE North 01°05'00" West, 21.41 feet to a point-for-corner, being in the west line of aforementioned 1215.830 acre tract;

THENCE North 01°12'41" West, continuing along a west line of said 1215.830 acre tract, 782.28 feet to a point-for-corner, being the southwest corner of a 26.587 acre tract conveyed as a 1/2 undivided interest to DuBois Children's Limited Partnership, LTD, recorded in Volume 12468, Page 57, OPRBC;

THENCE along the south and east lines of said 26.587 acre tract the following five (5) courses and distances:

1. North 88°11'03" East, 371.48 feet to a point-for-corner;
2. North 68°06'25" East, 581.47 feet to a point-for-corner;
3. North 21°30'46" West, 343.01 feet to a point-for-corner, marking the beginning of a tangent curve to the right;
4. Along said curve to the right, having a radius of 3000.00 feet, an arc length of 1157.30 feet, a delta angle of 22°06'10", a chord bearing of North 10°27'41" West, and a chord length of 1150.14 feet, to a point-for-corner marking a point of tangency;
5. North 00°35'24" East, passing at a distance of 86.88 feet the northeast corner of said 26.587 acre tract and the southeast corner of a called 5.763 acre tract conveyed to DuBois Children's Limited Partnership, LTD, recorded in Volume 12468, Page 57, OPRBC, continuing in all a total distance of 508.48 feet to a point-for-corner in the south line of an 86.835 acre tract conveyed to Millican DPC Partners, LP, recorded in Volume 9981, Page 290, OPRBC;

THENCE North 69°40'32" East, with the south line of said 86.835 acre tract, 2301.29 feet to a point-for-corner being the south corner of a 11.972 acre tract conveyed to John T. Jaques and Kamela A. Jaques recorded in Volume 9960, Page 271, OPRBC;

THENCE North 69°40'33" East, with the southeast line of said Jaques tract and the southeast line of the remainder of a 103.4 acre tract conveyed to Millican DPC Partners, LP, recorded in Volume 9981, Page 276, a distance of 1644.73 feet to a point-for-corner;

THENCE, North 00°11'39" West, with the east line of the remainder of said 103.4 acre tract a distance of 944.63 feet to a point-for-corner, being in a west line of aforementioned 1215.830 acre tract;

THENCE with the west and north lines of said 1215.830 acre tract, the following four (4) courses and distances:

1. North 00°03'00" East, 937.50 feet to a point-for-corner;

Municipal Utility District No. 2 (MUD 2)
995.30 Acres

2. North 19°35'00" West, 460.00 feet to a point-for-corner;
3. North 13°17'00" East, 680.56 feet to a point-for-corner;
4. South 88°34'00" East, 1930.00 feet to a point-for-corner, being the northeast corner of said 1215.830 acre tract and the northwest corner of a called 235.123 acre tract conveyed to Peach Creek Partners, LTD, recorded in Volume 4227, Page 135, OPRBC;

THENCE with the north line of said 235.123 acre tract, the following four (4) courses and distances:

1. North 87°19'00" East, 219.61 feet to a point-for-corner;
2. North 87°50'00" East, 1157.69 feet to a point-for-corner;
3. North 60°08'00" East, 136.11 feet to a point-for-corner;
4. North 47°16'00" East, 246.14 feet to a point-for-corner, being the northeast corner of said 235.123 acre tract and the most westerly northwest corner of a called 1213.537 acre tract conveyed to Peach Creek Partners, LTD, recorded in Volume 4227, Page 145, OPRBC;

THENCE with the north line of said 1213.537 acre tract, the following three (3) courses and distances:

1. North 47°28'00" East, 173.89 feet to a point-for-corner;
2. South 64°25'00" East, 234.17 feet to a point-for-corner;
3. North 62°30'00" East, 637.50 feet to a point-for-corner, being a northeast corner of said 1213.537 acre tract and the northwest corner of a called 141.460 acre tract (Tract Three) conveyed to Peach Creek Partners, LTD, recorded in Volume 4227, Page 145, OPRBC;

THENCE North 89°21'00" East, along the north line of said 141.460 acre tract, 2494.56 feet to a point-for-corner, being said tract's northeast corner and being in the west line of the remainder of a called 170.748 tract conveyed to RB Ventures I, LLC, recorded in Volume 12300, Page 20, OPRBC;

THENCE with the west and north lines of said remainder tract, the following seven (7) courses and distances:

1. North 00°10'21" West, 2075.08 feet to a point-for-corner;
2. North 40°29'41" West, 18.39 feet to a point-for-corner;
3. North 04°05'22" West, 102.71 feet to a point-for-corner;
4. North 70°09'13" East, 92.81 feet to a point-for-corner;
5. South 88°43'16" East, 348.00 feet to a point-for-corner;
6. North 88°03'52" East, 297.93 feet to a point-for-corner;
7. South 89°58'11" East, 538.46 feet to a point-for-corner, being the northeast corner of said remainder tract and the northwest corner of a called 10.001 acre tract conveyed to John E. McFarlane, Jr., and Erin M. McFarlane, recorded in Volume 9422, Page 180, OPRBC;

THENCE North 85°28'53" East, along the north line of said 10.001 acre tract, 491.52 feet to a point-for-corner;

THENCE South 89°47'44" East, passing the northeast corner of said 10.001 acre tract being a northwest corner of aforementioned 82.453 acre tract, continuing with the north line of said 82.453 acre tract, for a total distance of 999.70 feet to a point-for-corner at an interior corner of aforementioned 1213.537 acre tract;

THENCE North 00°17'51" East, 1592.78 feet to a point-for-corner in the southwest right-of-way of State Highway No. 6;

THENCE South 47°21'49" East, with said right-of-way, 81.40 feet to a point-for-corner;

THENCE South 00°18'00" West, with an east line of said 1213.537 acre tract, 1537.89 feet to a point-for-corner in a north line of aforementioned 82.453 acre tract;

THENCE North 89°59'15" East, with a north line of said 82.453 acre tract, 579.03 feet to a point-for-corner;

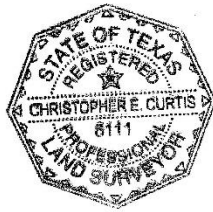
THENCE North 02°18'53" East, 795.80 feet to the **POINT OF BEGINNING, CONTAINING 995.30 acres of land in Brazos County, Texas.**

FOR A POLITICAL BOUNDARY ACREAGE TALLING 995.30 ACRES.

Municipal Utility District No. 2 (MUD 2)
995.30 Acres

The metes and bounds description of MUD 2 was prepared under 22 TAC §663.21, and does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

A separate plat bearing DWG No. 1363 was prepared in conjunction with the foregoing metes and bounds description and is available in the offices of Jones|Carter in College Station, Texas.



CEC
8/1/16

EXHIBIT “C”**CONSENT CONDITIONS**

A. The District may issue or refund bonds only for the purpose of acquiring, purchasing or constructing, under contract with the City of College Station (the “City”) or otherwise, waterworks systems, wastewater systems, storm water systems, drainage facilities, and road facilities, or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions and repairs thereto, and to purchase or acquire all necessary land, right-of-way easements, sites, equipment, buildings, plants, structures and facilities therefor, and to operate and maintain the same, and to sell water, wastewater and other services within or without the boundaries of the District, unless otherwise agreed to by the City. Such bonds shall expressly provide that the District shall reserve the right to redeem said bonds on any interest payment date subsequent to the tenth (10th) anniversary of the date of issuance without premium and shall only be sold after the taking of public bids therefor, other than refunding bonds, which may be sold on a negotiated basis, and none of such bonds, other than refunding bonds, shall be sold for less than ninety-five (95) percent of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, shall not exceed two (2) percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the first date notice of the sale of such bonds is published, and bids for the bonds shall be received not more than forty-five (45) days after notice of sale of the bonds if so published. The resolution or order authorizing the issuance of the District's bonds will contain, if applicable, a provision that the pledge of the revenues from the operation of the District's water and wastewater and/or drainage systems to the payment of the District's bonds will terminate if and when the City annexes the District or takes over the assets of the District and assumes all of the obligations of the District. The District may annex or deannex any land within the development as described in Exhibit “A” (the “Development”) without future written consent or action of the City Council; provided, however, no land will be added or annexed to the District outside the boundaries of the Development until the City has given its written consent by action of the City Council on such addition or annexation. No bonds of the District may be issued without specific City consent if the City has given notice to the District that it intends to annex and/or dissolve the District within 365 or fewer days after such notice. The District will promptly provide the City with the Official Statement regarding the issuance of the bonds, once it is complete. If the District is a municipal management district, it shall obtain City approval of all bonds it issues in accordance with Section 375.207, Texas Local Government Code. Refunding bonds must comply with all City ordinances pertaining the sale of refunding bonds by a District within the City’s boundaries or its extra-territorial jurisdiction, as such ordinances may be amended from time to time.

B. Before the commencement of any construction within the District, the District, its directors, officers, or developers and/or landowners shall submit to the Director of Planning and Development Services of the City, or to his designee, all plans and specifications for the construction of water, wastewater, drainage, recreational and road facilities and related

improvements to serve the District and obtain the City's written approval of such plans and specifications. All water wells, water meters, flushing valves, valves, pipes and appurtenances thereto, installed or used within the District, shall conform exactly to the then-applicable specifications of Wellborn Special Utility District. All water service lines, wastewater service lines, lift stations, wastewater treatment facilities, road facilities and appurtenances thereto installed or used within the District shall comply with the City's standards, the approved plans and specifications and the applicable ordinances, resolutions, or regulations of the City, unless otherwise agreed to in writing by the City and the District. Prior to the construction of such facilities within or by the District, the District or its engineer shall give written notice by registered or certified mail to the Director of Planning and Development Services, or his designee, stating the date on which such construction will be commenced. The construction of the District's water, wastewater, drainage, and road facilities shall be in accordance with the approved plans and specifications and with applicable standards and specifications of the City and as approved by the City Engineer and the Director of Planning and Development Services of the City. During the progress of the construction and installation of such facilities, a designated representative of the City may make periodic on-the-ground inspections in order to determine that the installation and construction conform with the approved plans and specifications and the applicable standards and specifications of the City. In the event that it is determined by the representative of the City that construction and/or installations are not being performed in conformance with the approved plans and specifications and with the applicable standards and specifications of the City, upon being so informed by a duly designated City representative, the District agrees to discontinue further construction and installation of all facilities until the cause of the non-compliance is resolved.

C. In the event that the District operates a wastewater treatment plant, the District agrees it will employ a wastewater plant operator holding an applicable, valid certificate of competency issued under the direction of the Texas Commission on Environmental Quality ("TCEQ"). The District shall make periodic analyses of its discharge pursuant to the rules of the TCEQ and shall, at the request of the City, send copies of all such effluent data to the Department of Development and Community Services, as well as to the TCEQ. Representatives of the City may supervise the continued operations of the wastewater treatment facility by making periodic inspections thereof.

D. The District shall not provide water, wastewater or drainage facilities to any tract of land until the owner or developer of said tract has, prior to the sale of any subdivided lots or parcels of land, duly recorded a plat in the map and plat records of the county in which the District lies and which plat has been previously approved by the Planning and Zoning Commission of the City. The District may not provide service to any land outside the Development without the prior written consent of the City.

Legislation Details (With Text)

File #:	19-0394	Version:	1	Name:	MUD #2 Strategic Partnership Agreement
Type:	Presentation	Status:		Status:	Agenda Ready
File created:	7/16/2019	In control:		In control:	City Council Regular
On agenda:	7/25/2019	Final action:		Final action:	
Title:	Public Hearing, presentation, and discussion regarding the proposed Strategic Partnership Agreement between the City and Brazos County Municipal Utility District No. 2.				
Sponsors:	Jennifer Prochazka				
Indexes:					
Code sections:					
Attachments:	MUD 2 SPA - Final.pdf				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, and discussion regarding the proposed Strategic Partnership Agreement between the City and Brazos County Municipal Utility District No. 2.

Relationship to Strategic Goals:

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

Recommendation: Staff recommends that Council hold a public hearing on this matter.

Summary: The Strategic Partnership Agreement (SPA) outlines conditions for annexation of the District and limited purpose annexation of commercial land. This is the first of two public hearings required before approving the SPA with Brazos County MUD No. 2. The second Public hearing is scheduled for the August 22, 2019 City Council Meeting. No action is required by the City Council at this time. Formal approval of the SPA can occur after the second public hearing on August 22nd.

Budget & Financial Summary: N/A

Attachments:

1. Strategic Partnership Agreement

STRATEGIC PARTNERSHIP AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This **STRATEGIC PARTNERSHIP AGREEMENT** (this “*Agreement*”) is made and entered into, effective as of _____, 201__, by and between the **CITY OF COLLEGE STATION, TEXAS**, a municipal corporation and home rule city of the State of Texas (the “*City*”), and **BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2**, a conservation and reclamation district created pursuant to Article XIV, Section 59, Texas Constitution and operating pursuant to Chapters 49 and 54, Texas Water Code (the “*District*”).

RECITALS

The District was created with the consent of the City for the purpose of providing water, sewer, drainage, and road facilities to the land within its boundaries. The District is located entirely within the extraterritorial jurisdiction (“*ETJ*”) of the City.

The provisions of TEX. LOCAL GOV’T CODE, Section 43.0751 (the “*Act*”) state that the City and the District may enter into a strategic partnership agreement that provides for the terms and conditions under which services will be provided and funded by the City and the District and under which the District will continue to exist for an extended period after annexation of all or a portion of the land within the District by the City.

The City and the District, after the provision of required notices, held public hearings in compliance with the Act. Based upon public input received at such hearings, the City and the District wish to enter into a strategic partnership agreement to provide the terms and conditions under which services will be provided and funded by the City and the District and under which the District will continue to exist for an extended period of time after the District is annexed for general purposes.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and the District agree as follows:

ARTICLE 1. DEFINITIONS

1.01. Definitions. The terms *Act*, *City*, *District* and *ETJ* shall have the meanings provided for them in the recitals, above. Except as may be otherwise defined, or the context clearly requires otherwise, capitalized terms and phrases used in this Agreement shall have the meanings as follows:

City Consent means the most recent resolution of the City consenting to the creation of the District, and the terms and conditions to such consent described therein.

Commercial means all nonresidential development, except for developments owned by a tax-exempt entity, a non-profit entity or a homeowner or property owner association.

Commission means the Texas Commission on Environmental Quality and its successors.

Developer means the entity or entities advancing funds to the District for the design and construction of District facilities and for other legal purposes which advances are subject to reimbursement by the District pursuant to the rules of the Commission.

Person means any individual, partnership, association, firm, trust, estate, public or private corporation, or any other entity whatsoever.

1.02. Findings and conclusions. The City and the District hereby find and declare:

a. The Act authorizes the City and the District to enter into this Agreement to define the terms and conditions under which services to the District will be provided and funded by the parties and to define the terms and conditions under which the District will be annexed by the City at a future date as agreed hereunder as an alternative to annexation without the consent of the District.

b. In compliance with Subsection (p) of the Act, this Agreement (i) does not require the District to provide revenue to the City solely for the purpose of an agreement with the City to forgo annexation of the District, and (ii) provides benefits to each party, including revenue, services, and regulatory benefits, which are reasonable and equitable with regard to the benefits provided to the other party.

c. All the terms and conditions contained in this Agreement are lawful and appropriate to provide for the provision of municipal services and annexation.

d. The District is not obligated to make payments to the City for services except as otherwise provided herein.

e. This Agreement has been duly adopted by the City and the District after conducting two public hearings at which members of the public who wanted to present testimony or evidence regarding the Agreement were given the opportunity to do so. Notice of each hearing was published in the format required by TEX. LOCAL GOV'T CODE, Section 43.123(b) and was published at least once on or after the 20th day before each public hearing of the City.

ARTICLE 2 ANNEXATION OF THE DISTRICT

2.01. Conditions to annexation.

a. The parties agree that the District and its residents should be allowed to develop and function with certainty regarding the conditions under which annexation will be authorized by the City. As a result, the City and the District agree that, without regard

to the City's right and power under existing or subsequently enacted law and subject to Section 2.02, the City will not fully annex the District until both the following conditions have been satisfied, and shall thereafter be authorized, but not required, to fully annex the District for any purpose:

1. 90% of the initial installation of the water, sanitary sewer, drainage and paving facilities for which District bonds were authorized in the City's written consent has been completed ("Substantial Completion").

2. The Developer has been reimbursed to the maximum extent permitted by the rules of the Commission or the City assumes any obligation for such reimbursement of the District under such rules.

- b. If the City wishes to complete the District facilities in order to comply with subsection a, item 1, above, the District will cooperate with the City to provide access to the District's facilities and allow such connection or supplement thereto as may be reasonably necessary upon written notice of its intent to so complete from the City to the District; provided that any such construction by or on behalf of the City shall be sufficient to provide water supply and distribution, wastewater collection and treatment, and drainage facilities to the entire unserved portion of the District.

- c. Prior to annexing the District for full purposes, the City shall make the election either to dissolve the District and assume all rights, assets, liabilities and obligations of the District or to continue the District as a limited district for an extended period of time (the "Limited District") as further provided for in Section 2.05. The City will notify the District in writing of its election prior to full purpose annexation.

2.02. Annexation of Commercial property. Notwithstanding Section 2.01, the City may annex for limited purposes any Commercial property of the District at any time after the effective date of this Agreement, as determined by the City (the "Annexed Commercial Property"). In such event, the District shall remain in existence, with full powers, and any Annexed Commercial Property shall also remain in the boundaries of the District, subject to the full power and authority of the District with respect to water, wastewater and drainage facilities and services. This annexation provision is in lieu of any annexation of residential property prior to the annexation of the entire District as provided in this Article.

In accordance with TEX. LOCAL GOV'T CODE, Section 43.0751(r)(2), the District consents to noncontiguous annexation of the Annexed Commercial Property.

2.03 Annexation procedures. Because the District is, pursuant to this Agreement, an area that is the subject of a strategic partnership agreement, the City is not required to include the District in an annexation plan pursuant to TEX. LOCAL GOV'T CODE, Section 43.052(h)(3)(B).

2.04. Operations prior to full annexation. Prior to annexation of the entire District for full purposes, except as may be specifically provided in this Agreement or in the City Consent, the District is authorized to exercise all powers and functions of a municipal utility district provided by law, including, without limiting the foregoing, the power to incur additional debts, liabilities, or obligations, to construct additional utility facilities, or to contract with others for the provision and operation thereof, or sell or otherwise transfer property without prior approval of the City, and the exercise of such powers is hereby approved by the City.

2.05. Continuation of the District following full annexation. Upon full purpose annexation of the entire District under the provisions of Section 2.01 above, the District will continue to exist for an extended period to allow for the completion of District operations and the integration of the District's utility system into the City's utility system, following which period the City shall act to dissolve the District in accordance with applicable law. If the City has not elected for the District to continue as a Limited District and has not dissolved the District within 120 days after annexation, then the District shall be automatically dissolved on the 121st day after such annexation. At such time, the City will assume all rights, assets, liabilities and obligations of the District (including all obligations to reimburse the developers within the District) and the District will not be continued or converted for limited purposes.

If the City elects to continue the District as a Limited District following full purpose annexation as provided in Section 2.01, the boundaries of the Limited District will be the same of those of the District, and the Limited District will continue to be called Brazos County Municipal Utility District No. 2. The District will continue to exist as a Limited District to allow for the completion of District operations and the integration of the District's system into the City's system and the retirement of District bonded indebtedness, following which period the City shall act to dissolve the District in accordance with applicable law. The District will continue as a Limited District for an initial term of up to ten years, and the City may extend this term for additional ten year periods prior to the expiration of the initial term or any renewal term. Until the dissolution of the Limited District, the Limited District will retain all District rights, assets, liabilities and obligations and shall operate in all respects in the same manner as prior to its conversion to Limited District, subject to the terms of this Agreement. The City may dissolve the Limited District at any time. At such time as the Limited District is dissolved, the City will assume all rights, assets, liabilities and obligations of the District.

Upon full purpose annexation, fees and charges imposed on residents of the former District for services provided by the City shall be equal to those fees and charges imposed on all other residents of the City.

2.06. Limitation on incurring additional debt after annexation. After full purpose annexation of the District by the City, and without regard to whether the City has elected for the District to continue as a Limited District, the District or Limited District shall not incur additional debt, liabilities, or obligations which are not fully payable from currently budgeted funds and shall not sell or otherwise transfer property without approval of the City.

2.07. Attempted incorporation. Notwithstanding any provision herein to the contrary, in the event that an election is called pursuant to applicable law in connection with a bona fide petition

for incorporation of a municipality that includes a substantial portion of the District, the City shall be entitled to annex that portion the District attempting to incorporate.

ARTICLE 3

LIMITED PURPOSE ANNEXATION OF LAND

3.01. Imposition of the City's Sales and Use Tax.

In the event the City elects to annex Commercial property for limited purposes as provided in Section 2.02 of this Agreement, the City shall impose its sales and use tax upon the Annexed Commercial Property pursuant to Subsection (k) of the Act. The sales and use tax shall be imposed on the receipts from the sale and use at retail of taxable items at the rate of one and one-half percent (1 ½ %) or the rate specified under future amendments to Chapter 321 of the Tax Code. The sales and use tax shall take effect on the date described in Tax Code §321.102.

ARTICLE 4

DEFAULT, NOTICE AND REMEDIES

4.01. Default; notice. A breach of any material provision of this Agreement after notice and an opportunity to cure shall constitute a default. The non-breaching party shall notify the breaching party of an alleged breach, which notice shall specify the alleged breach with reasonable particularity. If the breaching party fails to cure the breach within a reasonable time not sooner than 30 days after receipt of such notice (or such longer period of time as the non-breaching party may specify in such notice), the non-breaching party may declare a default hereunder and exercise the remedies provided in this Agreement in the event of default.

4.02. Remedies. In the event of a default hereunder, the remedies of the non-defaulting party shall be limited to either or both of the following:

a. Monetary damages for actual losses incurred by the non-defaulting party if such recovery of monetary damages would otherwise be available under existing law and the defaulting party is not otherwise immune from paying such damages; and

b. Injunctive relief specifying the actions to be taken by the defaulting party to cure the default or otherwise comply with its obligations hereunder. Injunctive relief shall be directed solely to the default and shall not address or include any activity or actions not directly related to the default.

ARTICLE 5

MISCELLANEOUS

5.01. Beneficiaries. This Agreement shall bind and inure to the benefit of the parties, their successors and assigns. This Agreement shall be recorded with the County Clerk in the Official Records of Brazos County, and shall bind and benefit each owner and each future owner of land included within the District's boundaries in accordance with Tex. Local Gov't Code, Section 43.0751(c). In the event of annexation of the District by the City, the Developer shall be considered a third-party beneficiary of this Agreement.

5.02 Term. This Agreement shall commence and bind the parties on the effective date first written above and continue for thirty (30) years thereafter, unless terminated on an earlier date pursuant to other provisions or by express written agreement executed by the City and the District. Upon the expiration of the initial term, this Agreement may be extended, upon the mutual consent of the parties, for successive one-year periods until all land within the District has been annexed into the City.

5.03. Notice. Any notices or other communications (“Notice”) required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering the same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing “next day delivery”, addressed to the party to be notified, or (iv) by sending the same by electronic mail (“email”) with confirming copy sent by regular mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

City: City of College Station
P. O. Box 9960
1101 Texas Ave.
College Station, TX 77842
Attn: City Manager
Email: _____

With a copy to: City of College Station
P. O. Box 9960
1101 Texas Ave.
College Station, TX 77842
Attn: City Attorney
Email: _____

District: Brazos County Municipal Utility District No. 2
c/o Allen Boone Humphries Robinson
3300 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn: Jessica Holoubek
Email: Jessica.holoubek@gmail.com

The parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least five days’ written notice to the other parties. If any date or any period provided

in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

5.04. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

5.05. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected.

5.06. Waiver. Any failure by a party hereto to insist upon strict performance by the other party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

5.07. Applicable law and venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Brazos County, Texas.

5.08. Reservation of rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws.

5.09. Further documents. The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to carry out the terms of this Agreement.

5.10. Incorporation of exhibits and other documents by reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

5.11. Effect of state and federal laws. Notwithstanding any other provision of this Agreement, the District and the City shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well as any City ordinances or rules implementing such statutes or regulations, and such City ordinances or rules shall not be deemed a breach or default under this Agreement.

5.12. Authority for execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter and City ordinances. The District hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted by the Board of Directors of the District.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement effective as of the date first written above.

CITY OF COLLEGE STATION, TEXAS

By: _____
Mayor

ATTEST:

By: _____
City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this the ____ day of _____, _____, by _____, City Manager of the City of College Station, Texas, on behalf of said city.

Notary Public, State of Texas

(NOTARY SEAL)

BRAZOS COUNTY MUNICIPAL
UTILITY DISTRICT NO. 2

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this the ____ day of _____,
____, by _____, _____ of the Board of
Directors of Brazos County Municipal Utility District No. 2, a political subdivision of the State of
Texas, on behalf of said political subdivision.

Notary Public, State of Texas

(NOTARY SEAL)

Legislation Details (With Text)

File #:	19-0395	Version:	1	Name:	MUD #2 Utility Agreement
Type:	Agreement	Status:		Status:	Agenda Ready
File created:	7/16/2019	In control:		In control:	City Council Regular
On agenda:	7/25/2019	Final action:		Final action:	
Title:	Presentation, discussion, and possible action regarding adopting a Water Supply and Wastewater Services and Road Facilities Agreement between the City of College Station and Brazos County Municipal Utility District No. 2 relating to the provision of utilities.				
Sponsors:	Jennifer Prochazka				
Indexes:					
Code sections:					
Attachments:	MUD 2 UA - Final with attachments.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, discussion, and possible action regarding adopting a Water Supply and Wastewater Services and Road Facilities Agreement between the City of College Station and Brazos County Municipal Utility District No. 2 relating to the provision of utilities.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Diverse Growing Economy

Recommendation: Staff recommends approval of the Utility Agreement.

Summary: The Utility Agreement addresses the provision of utilities within the Municipal Utility District (MUD), including water, wastewater, and streets. The MUD will finance, design, and construct District infrastructure.

- Water: The MUD lies entirely within Wellborn Special Utility District's CCN for water service.
- Wastewater: The MUD will provide/operate wastewater treatment and collection, including a treatment plant, shared trunk sewer lines, and lift stations.
- Streets: Roads will be constructed to Brazos County standards and owned and maintained by Brazos County.

Budget & Financial Summary: N/A

Attachments:

1. Utility Agreement with Exhibits

**WATER SUPPLY AND WASTEWATER SERVICES
AND ROAD FACILITIES AGREEMENT
BETWEEN THE
CITY OF COLLEGE STATION, TEXAS,
AND BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2**

THIS WATER SUPPLY AND WASTEWATER SERVICES AND ROAD FACILITIES AGREEMENT (this “Agreement”) is entered into by and between THE CITY OF COLLEGE STATION, TEXAS (the “City”), and BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2 (the “District”).

RECITALS

The City is a home rule city and municipal corporation that provides a full range of governmental services to its citizens.

The District is a municipal utility district duly created by order of the Texas Commission on Environmental Quality, dated February 9, 2018, whose purposes are limited to supplying a public water supply, sanitary sewer services, drainage services, fire protection and roads to the areas within its boundaries. The District currently encompasses approximately 995.30 acres of land located entirely within the City's extraterritorial jurisdiction, which is more particularly described in **Exhibit A** attached hereto and incorporated herein (the “Tract”).

The District is part of a master planned development called Millican Reserve consisting of approximately 2,354 acres of land (the “Development”). The Development lies entirely within the boundaries of Wellborn Special Utility District (the “SUD”), which entity has the right to serve the Development with water if the SUD should so desire.

The current plan of development is for the Development to consist of five municipal utility districts, and the District is the first of the districts to be created. Of the remaining districts to be created, one will be responsible for providing certain shared facilities to serve a combination of the districts, and such district is referred to herein as the “Master MUD.” Such shared facilities are planned to include wastewater treatment and collection facilities (i.e., a wastewater treatment plant, shared trunk sewer lines, and lift stations, etc.), water supply facilities (i.e., shared trunk water lines and facility upgrades, including upgrading the capacity of the Harlan Road Surface Water Treatment Plant, etc.), and certain drainage facilities. The Master MUD will finance the shared facilities and contract with each of the other districts for such districts to pay their pro rata shares of debt service attributable to such shared facilities and of operating costs, if applicable, based on each district’s flows to the shared facilities. Each district will finance and construct its internal facilities to serve the properties within its boundaries. The districts, in combination or individually, will contract with the SUD for water supply services to serve their respective tracts.

The parties agree and understand that this Agreement is anticipated to be one of a series of water supply and sewer services agreements to be entered into serving the Development and as

such, reference may be made to the obligations of each of the districts or the Master MUD. Further, the parties all recognize that full build out of the Development is a long term project and that the foregoing plan may change. Therefore, this Agreement also provides for certain events that may occur in the future.

The District plans to finance and construct a water distribution system and certain road facilities, and to finance, construct, own, operate, and maintain a wastewater collection system, a storm water control and drainage system, and recreational facilities to serve the Tract. The development will occur in phases, and the District anticipates that each phase will be platted separately.

The District is entering into this Agreement with the City to set forth the terms regarding water supply services and wastewater services for the District. The City has agreed to provide the services described herein under the conditions and terms set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits contained herein, the City and the District agree as follows:

ARTICLE 1. DEFINITIONS AND EXHIBITS

1.1 Definitions. Unless the context indicates others, the following words as used in this Agreement shall have the following meanings:

City means the City of College Station, Texas.

City Code means the Code of Ordinances and other ordinances and regulations adopted by the City of College Station, Texas, including without limitation, the City's Development Ordinance as defined in the Development Agreement (defined below).

Commission or *TCEQ* means the Texas Commission on Environmental Quality and any successor or successors exercising any of its duties and functions related to municipal utility districts.

County mean Brazos County, Texas.

Developer means, collectively, Millican Land Development, LLC, a Texas limited liability company; RB Meadows, LLC, a Texas limited liability company; and Rock Barn Conservation Partners, LLC, a Texas Limited Liability Company, or their legal successors and assigns.

Development means the master planned development called Millican Reserve, consisting of approximately 2,354 acres of land located entirely within the City's extraterritorial jurisdiction, and planned to include within its boundaries five municipal utility districts, including the District.

Development Agreement means the Development Agreement between the City and the Developer of even date herewith.

District means Brazos County Municipal Utility District No. 2 and all land currently and at any future time included in said District.

District Drainage System means the drainage facilities, including without limitation, detention ponds and stormwater collection system, constructed by the District to serve the District.

District Water System means all the water production pumps, lines, meters, components, facilities (including renovations and expansions), and equipment to be financed, designed, and constructed by the District and Master MUD to pump, treat, monitor, convey, supply, and distribute Water to the public within the Tract. Facilities comprising the District Water System shall be conveyed to the SUD upon completion and shall become part of the SUD Water System.

District Wastewater System means the wastewater system that will be constructed by the District to serve the District, including any wastewater treatment facilities, lines, components and equipment owned and used by the District.

Equivalent Single-family Connection or "ESFC" means that daily measure of Water that is attributed to one single-family residential home, as determined by the City.

HOA means the homeowners' association for the homes within the District.

Impact Fee means the fee, if any, that is a one-time charge to the Developer or District by the City for each Equivalent Single-family Connection platted to cover the capital costs incurred by the City related to the provision of water supply and related to sewage treatment facilities.

Master MUD means that certain district, being one of the up to five municipal utility districts planned to be created as part of the Development, responsible for providing certain shared facilities to serve a combination of such districts, with such shared facilities planned to include wastewater treatment and collection facilities (i.e., a wastewater treatment plant, shared trunk sewer lines, and lift stations, etc.), water supply and distribution facilities (i.e., shared trunk water lines and facility upgrades, including upgrading the capacity of the Harlan Road Surface Water Treatment Plant, etc.), and certain stormwater collection, drainage, and roadway facilities.

Plant Site means the site for the Regional Wastewater Treatment Plant, and temporary package plant(s) on an interim basis, that must be at least five (5) acres to accommodate expansions to serve all land with the Tract and the Development and ultimately serve as a regional plant site for the City.

Regional Wastewater System means all the wastewater treatment facilities, lines, components and equipment owned and used by the Master MUD to collect, convey, treat, monitor, regulate and dispose of wastewater, including without limitation the Regional Wastewater Treatment Plant.

Regional Wastewater Treatment Plant means the permanent concrete wastewater treatment plant to be financed, designed, constructed, owned, operated, and maintained by the District or Master MUD to serve the District, as well as other districts to be created within the Development.

SUD means Wellborn Special Utility District.

SUD Water System means all the water production pumps, lines, meters, components, facilities, and equipment owned and used by Wellborn Special Utility District to pump, treat, monitor, convey, supply, and distribute Water to the public.

Tract means all of the land described in **Exhibit A** and also means any other property annexed into the District.

Wastewater means the water-carried wastes, exclusive of ground, surface, and storm waters, normally discharged from the sanitary conveniences of residential or commercial structure of a domestic nature (not industrial).

Wastewater Services means the services to be provided by the Master MUD in receiving, treating, testing, and disposing of Wastewater from the District Wastewater System.

Water means potable water that meets federal and state standards for consumption by humans.

Water Supply Services means the services provided by the SUD in treating, pumping, transporting, and delivering Water from the SUD Water System to the serve properties within the Tract, in accordance with the terms of this Agreement.

1.2 Exhibits. The following exhibits attached to this Agreement are a part of the Agreement as though fully incorporated herein:

Exhibit A	Metes and Bounds Description of the Tract
Exhibit B	Form of Strategic Partnership Agreement

ARTICLE 2. AGREEMENT CONCERNING WATER SUPPLY SERVICES TO THE DISTRICT, WASTEWATER SERVICES AND DISTRICT DRAINAGE FACILITIES

2.1 Plan for Providing Services to the District. The City and the District acknowledge that at the time of this Agreement, the City does not plan to provide the District with Water supply or distribution services or wastewater treatment or collection services. Such services are planned to be provided to the District as set forth below; however, as the Development progresses, the parties may desire for the City to provide either water supply or wastewater services to the District,

at which time the parties may amend this Agreement and set forth the terms and conditions upon which the City will provide such services to the District.

The District specifically hereby acknowledges and agrees that the City's final approval of a plat of any portion of the Tract does not indicate, and shall not be construed to indicate, availability of Water or Wastewater capacity or pressure for the property included in the plat.

2.1.1 Water Service. The City and the District acknowledge that the District and Master MUD are located entirely within the SUD's water certificate of convenience and necessity and that the SUD plans to provide retail Water Supply Services to customers within the District as necessary to meet the District's capacity requirements at full build out, as well as the capacity requirements of the Development. The District will contract with both the Master MUD and the SUD regarding the financing, design, construction, ownership, operation, and maintenance of the District Water System, including all internal and regional water supply and water distribution facilities necessary to serve the District at full build out (e.g., trunk lines and facility upgrades, including upgrading the capacity of the Harlan Road Surface Water Treatment Plant, etc.). All water supply and distribution facilities constructed by either the District or Master MUD will be conveyed upon their completion to the SUD for ownership, operation, and maintenance and shall become part of the SUD Water System. Users of Water within the District will be customers of the SUD.

Failure of the District, or any other district within the Development, to enter into an agreement for treatment and supply of Water from the SUD will not excuse performance of District obligations to the City under this Agreement.

2.1.2 Wastewater Service. The District will obtain its ultimate requirements for Wastewater Services from the Master MUD. The District will finance, design, construct, own, operate, and maintain the District Wastewater System, and the Master MUD will finance, design, construct, own, operate, and maintain the Regional Wastewater System to serve the District and the Development. Users of Wastewater Services within the District will be customers of the District.

2.1.3 No Service Outside Development. The District agrees not to serve land outside the boundaries of the District with Water Supply Services or Wastewater Services without prior written consent of the City, provided that the District may provide such services to land within the boundaries of the Development if and after the City has, by ordinance or resolution, consented to the inclusion of such land in a municipal utility district, which consent is contemplated to be given by resolution approved of even date herewith.

2.2 Standard of Service. The Water supply services and Wastewater services, if any, provided by the City to the District under this Agreement or an amendment hereto shall be substantially equivalent in quality to the Water supply services and Wastewater services the City provides to other similarly situated City customers. Nothing contained in this Agreement shall

create or imply in the Developer or the District a preferential right to such Water supply services or Wastewater services, if any, over the customers within the City. In the event of a shortage of Water supply due to drought or other conditions, the District and the customers of the City shall share and share alike in such shortfall in compliance with applicable law, provided the District is receiving Water supply services from the City.

2.3 Sufficient Water Supply/Future Service by the City. The City and the District agree that the District will receive from the SUD sufficient Water Supply Services, including sufficient flow for fire suppression, to serve customers within the District. The Developer or the District shall be responsible for paying all charges, including impact fees, assessed by the SUD related to such Water Supply Services. The District shall contract with the Master MUD to provide sufficient Wastewater Services to the District. The Developer or the District shall be responsible for paying all charges, including connection charges, assessed by the Master MUD related to such Wastewater Services.

2.4 Construction of the District Water, Wastewater, and Drainage Systems.

2.4.1 Construction of and Standards for District Water System. The District shall finance, design, and construct all components of District Water System within its boundaries. The District will contract with the Master MUD for the design and construction of those portions of the District Water System intended to be regional, shared facilities serving a number of districts to be created within the Development, and the District shall reserve capacity in such shared facilities necessary to serve the Tract at full build out. The Master MUD shall finance such shared facilities and contract with each district participating in such shared facilities, including the District, whereby each district will pay its pro rata share of the debt service attributable to such district.

2.4.2 Construction of and Standards for District Wastewater System. The District shall finance, design, construct, own, operate, and maintain the District Wastewater System. The District will contract with the Master MUD for the design and construction of the Regional Wastewater System, and the District shall reserve capacity in such system necessary to serve the Tract at full build out. The Master MUD shall finance the Regional Wastewater Treatment System and contract with each district participating in such system, including the District, whereby each district will pay its pro rata share of the debt service attributable to such district. The districts and the Master MUD will also contractually provide to share the operating costs of the Regional Wastewater Treatment System based on each district's flows to the Regional Wastewater Treatment System.

The District or Developer may immediately apply to the Commission for a phased wastewater discharge permit for a wastewater treatment plant to be located within the Development at the Plant Site, and the City will not object to this permit. The District will notify the City at the time of permit application with regard to requested permitted capacity. The District agrees to construct, or cause the Developer or Master MUD to construct, the Regional Wastewater Treatment Plant; provided, however, that steel package plants may be installed and/or expanded at the Plant Site on an interim basis. When the expanded

package plant reaches a three-month average daily flow of 75% of actual capacity, or as earlier required by the Commission, the District shall commence, or cause the Developer or Master MUD to commence, design of the Regional Wastewater Treatment Plant and thereafter proceed with diligence to construct the Regional Wastewater Treatment Plant to assure that all flows can be diverted to the Regional Wastewater Treatment Plant when the expanded package plant has reached a three-month average daily flow of 90% of actual capacity. Any temporary plants shall be removed from the Plant Site within six (6) months of completion of the Regional Wastewater Treatment Plant.

Notwithstanding anything in this Agreement to the contrary, the Regional Wastewater Treatment Plant shall be owned, operated and maintained by the District or Master MUD.

2.4.2.1 Expansion of Regional Wastewater Treatment Plant. The District acknowledges that the Developer has granted the City an Option and Right of First Refusal (as such terms are defined in the Development Agreement) to purchase the Expansion Tract (as defined in the Development Agreement) for the purpose of expanding the Regional Wastewater Treatment Plant. If the City purchases the Expansion Tract, the City shall have the right to expand the Regional Wastewater Treatment Plant to provide additional wastewater treatment capacity to serve the City and/or third-parties, provided that the City and/or third-parties pay their pro-rata share of all costs of such expansion. The District agrees to cooperate and negotiate with the City and third-parties in good faith regarding future efforts to further regionalize the Regional Wastewater Treatment Plant, District Wastewater System and Regional Wastewater System to serve land outside the Development.

The District will give the City at least six (6) months' advanced written notice prior to construction of and expansions of the Regional Wastewater Treatment Plant to assist the City in planning efforts related to its potential participation in such construction expansions.

2.4.2.2 Effluent. If the City participates in an expansion or oversizing of the Regional Wastewater Treatment Plant, the City shall own a pro-rata share of the effluent from the Regional Wastewater Treatment Plant based on its share of capacity in the plant.

2.4.3 Construction of and Standards for District Drainage System. The District shall finance, design, construct, own, operate, and maintain the District Drainage System that shall include all facilities necessary to provide adequate drainage and storm water control and detention to serve the Tract. The District may contract with the Master MUD to finance and construct regional, shared drainage facilities to serve the Tract, provided that the Master MUD shall contract with each district participating in such shared facilities, including the District, whereby each district will pay its pro rata share of the debt service.

The District will prepare a Master Drainage Plan providing for the construction and maintenance of the District Drainage System and submit such plan to the County for approval. Upon approval by the County, and receipt by the City of such master plan as approved by the County, the District will construct and maintain the District Drainage System in accordance with the approved Master Drainage Plan and the rules, regulation,

and requirements of any governmental entity with jurisdiction, including, but not limited to, Brazos County.

2.4.4 City Approval of Plans and Specifications. The Plans and specifications for the District Wastewater System, and the Regional Wastewater System, as well as any extensions, additions, or modifications thereto, shall be submitted to the City for review and approval prior to construction and shall be designed and constructed in accordance with City Code and design standards, including, but not limited to, i) the City's Development Ordinance (as set forth in the Development Agreement), ii) the requirements of the Commission, and iii) the requirements of any other governmental agency having or acquiring jurisdiction, all as they may be amended from time to time. With respect to the District Drainage System, as well as any extensions, additions, or modifications thereto, plans and specifications shall be submitted to the County for review and approval prior to construction and shall be designed and constructed in accordance with the Master Drainage Plan and the design standards and requirements of the County. All District facilities shall be constructed or installed within public utility easements permanently dedicated to the installation of public utilities or for road right-of-way or within fee parcels owned by the District, SUD, or Master MUD; provided that all public utility lines and roads shall be located and constructed within easements and rights-of-way dedicated to the public.

2.4.5 Oversizing. If the City requests portions of the District Wastewater System or District Drainage System to be constructed to a size larger than would be required pursuant to the City Code, or, in the case of the District Drainage System, County requirements, to serve the District (collectively, the "Oversized Facilities"), the City will pay the proportionate costs to construct such excess capacity; provided, however, that requiring the District to construct facilities in accordance with the City's minimum design criteria will not be deemed to be oversizing.

In order to carry out the design and construction of the Oversized Facilities, the City and the District agree to enter a cost sharing agreement providing for the allocation of the construction costs of the Oversized Facilities (the "Cost Sharing Agreement"). Each party shall pay their proportionate share of the design, engineering, testing, site acquisition, and construction costs of the Oversized Facilities as determined in accordance with Commission rules and regulations such that the construction costs will be shared by the City and the District on the basis of benefits received which are generally the design capacities in the system for the City and the District, respectively. Prior to the initiation of the design of any expansion to the wastewater treatment or drainage facilities, the City will provide the District with 45 days' written notice to elect to oversize those facilities to serve other parts of the City. Upon completion of any Oversized Facilities, the District will own title to the Oversized Facilities with the City having a beneficial interest in the capacity in the Oversized Facilities as set forth in the Cost Sharing Agreement.

Upon request by the City, to assist the City in its planning regarding its options to require oversizing as provided herein, the District will provide the City with development projections for the next two years that will or may necessitate any expansions or renovations of the District Wastewater System or District Drainage System.

2.5 Inspection by the City. The City shall have access at all reasonable times to inspect the construction, operation, and maintenance of the District Water System, the District Drainage System, the District Wastewater System, and the Regional Wastewater System as the City deems necessary or desirable to assure compliance with this Agreement.

2.6 District Maintenance and Operations. The District will contract with the SUD providing that the SUD will be responsible for operating and maintaining the District Water System, including reading the meters, billing, collecting from, and responding to service calls from its customers within the District. The District will be responsible for operating and maintaining the District Drainage System and the District Wastewater System, including reading the meters, billing, collecting from, and responding to service calls from District customers. The Master MUD will be responsible for operating and maintaining the Regional Wastewater Treatment System.

The District Drainage System shall be operated, maintained, and repaired to keep them in good working order and in compliance with all applicable rules and regulations of entities having jurisdiction over such operations.

Any operations services contract with a third party operator shall require such operator to be duly licensed and certified, as required by regulations of the Commission and, further, such contract shall be terminable at will by either party without cause with 30 days' prior written notice to the other party.

2.7 District Wastewater Discharge Rules Adoption.

2.7.1 Wastewater Rules. The District shall adopt regulations that shall be at least as stringent as the provisions of the City Code regulating wastewater discharges into City wastewater system, as they may be amended from time to time as part of the District's regulations governing wastewater discharges into the District Wastewater System.

2.7.2 Plumbing Code. The District agrees to adopt and follow the same plumbing code as adopted by the City, as it may be amended from time to time. The City agrees to notify the District of amendments or changes to the plumbing code and the District agrees to adopt such changes as to make the District's plumbing code consistent with the City's plumbing code within sixty (60) days of receipt of notice from the City of changes, at the District's expense.

2.7.3 Compliance with Laws and Regulations. The District shall promptly, at its sole cost, take whatever action is necessary relating to the construction, reconstruction, repair, operation, regulation, testing, or maintenance of the District Water System, District Wastewater System, and District Drainage System in order to be in compliance with all federal and state law regulations and the District's or Master MUD's discharge permits.

2.7.4 Testing and Analysis. The City shall have the right at all reasonable times to take samples from the District Wastewater System to determine whether the District is

complying with the provisions of this Agreement. Upon request by the City, the District shall provide the City with the results of sampling and testing of the District Wastewater System performed by or on behalf of the District.

2.7.5 Investigation and Enforcement. The District shall be responsible for investigating violations of the District wastewater discharge rules. If the District determines that any District customer is violating the District wastewater discharge rules, the District shall assume responsibility for promptly seeking compliance with the District wastewater discharge rules by doing one or more of the following:

- (a) Having the customer voluntarily take corrective action to comply with the District wastewater discharge rules;
- (b) Requiring the SUD to disconnect the customer from the SUD Water System;
- (c) Seeking injunctive relief in a court of competent jurisdiction to prevent existing or further violations; or
- (d) Recovering civil penalties against the violator as authorized by Section 49.004 of the Texas Water Code, as amended.

2.8 Other Service Providers. The District shall not undertake to enter into an agreement with any party, other than the City, and except as otherwise provided herein, to provide or supply Water Supply Services or Wastewater Services for any portion of the Tract or to supply such services outside the Tract, without the prior written approval of the City.

2.9 Records and Reports. The District shall promptly provide to the City upon written request, and without charge, copies of any District records or documents relating to the construction, operation, testing, maintenance, or repair of the District Water System or District Wastewater System, all as required by the Texas Public Information Act.

2.10 Water and Wastewater Charges.

2.10.1 Impact Fees. If in the future the District and City agree that the City will provide Water Supply Services or Wastewater Services to the Tract, the District shall pay any applicable Impact Fees for such service(s). The payment of the Impact Fee(s) will be due and payable for each Equivalent Single-family Connection prior to the final approval of a plat or as otherwise required in accordance with applicable law. No tap shall be made within a platted area unless and until the Impact Fee for Water and/or Wastewater for such tap have been duly paid to the City, if applicable.

2.10.2 Billing and Collection. Users of Water Supply Services within the District shall be customers of the SUD, and the SUD shall set the rates for, bill, and collect payment

from users of Water within the District. The District shall set the rates for, bill, and collect payment from users of Wastewater Services within the District.

The District shall provide the City with a copy of its Rate Order and any amendments thereto within thirty (30) days of adoption.

2.11 Conveyance of Facilities to HOA. The City will not accept ownership of any of the District's detention ponds, retention ponds, stormwater conveyance channels outside of public rights-of-way, parks owned by the District (if any), or other recreational facilities owned by the District (if any) (the "Retained Facilities") upon annexation and dissolution of the District unless the City requests in writing that a specific facility be conveyed to the City for ownership, operation, and maintenance. The District will enter into a binding agreement with the HOA or Millican Reserve Land Conservancy (the "Conservancy") that provides that the HOA or Conservancy shall assume ownership, operation, and maintenance of all such Retained Facilities in the event that the District is dissolved, except for those facilities the City elects to take ownership of as provided herein. The agreement with the HOA or Conservancy will require the HOA or Conservancy to maintain the detention and retention ponds and conveyance channels so that they continue to provide the design capacities intended for such facilities.

ARTICLE 3. ROAD CONSTRUCTION

3.1 Road Construction. The District shall be authorized to finance, design, and construct such roads as are authorized by applicable law and approved by the City in accordance with this Agreement. All public roads shall be designed and constructed in compliance with the Development Ordinance (as defined in the Development Agreement), as it may be amended from time to time; provided that this requirement shall not be interpreted to require the construction of roads to a standard which the County will not accept for ownership and maintenance. All roads will be constructed to the highest standard that the County will accept and maintain as of the date the City grants final approval of the plat for such section. Specifically, but without limiting the foregoing, if the County agrees to accept concrete roads for ownership and/or maintenance, either by change in policy or by contract with the District or the Developer, the District will be required to thereafter construct only concrete roads with respect to development covered by plats which did not receive final approval from the City prior to the County's change in policy or the effective date of the applicable contract; however, this requirement shall only apply to those sections or types of development covered by such policy change or contract. Plans for construction of roads by the District shall be submitted to the City for approval. The District will convey public roads to the County upon final completion and subject to final acceptance by the County. Any bridge

construction as part of the District's system of roads shall meet the stricter of applicable City's standards or the standards of the Texas Department of Transportation.

The District will comply with County and Texas Department of Transportation ("TxDOT") requirements for a Traffic Impact Analysis ("TIA").

ARTICLE 4. DEVELOPMENT AGREEMENT

4.1 Development Agreement. The parties acknowledge that the City and the Developer have entered into the Development Agreement, which describes the development plans for the Tract and the City's and the Developer's obligations relating to such development, contemporaneously with the execution of this Agreement.

ARTICLE 5. FINANCING OF FACILITIES

5.1 Authority of District to Issue Bonds. The District shall have authority to issue, sell and deliver bonds or other obligations (the "Bonds") from time to time, as deemed necessary and appropriate by the Board of Directors of the District, for the purposes, in such forms and manner and as permitted or provided by federal law, state law, Commission regulations, the City's Revised Consent Resolution (defined below) and applicable law.

5.2 Bonds as Obligation of District. Unless and until the City shall dissolve the District and assume the properties, assets, obligations and liabilities of the District, the Bonds, as to both principal and interest, shall be and remain obligations solely of the District and shall never be deemed or construed to be obligations, liabilities or indebtedness of the City.

ARTICLE 6. TERM AND TERMINATION, DEFAULT, CONSENT RESOLUTION

6.1 Term. This Agreement shall take effect on the date of approval by the governing bodies of both parties. This Agreement shall remain in effect for an initial term of thirty (30) years from the effective date of this Agreement and shall automatically renew for consecutive one-year terms thereafter unless terminated as provided for herein.

6.2 Termination for Failure to Negotiate Strategic Partnership Agreement. The District agrees to enter into a strategic partnership agreement between the City and the District in a form substantially similar to the form of agreement attached as **Exhibit B** to this Agreement, pursuant to the provisions of Section 43.0751, Texas Local Government Code, subject to all laws and regulations in effect at such time. The City may terminate this Agreement should the District

fail to enter into a strategic partnership agreement with the City within two years of the effective Date of this Agreement.

6.3 Termination upon Annexation of the District. Notwithstanding any provision to the contrary, this Agreement shall automatically terminate on the date the District is annexed by the City and dissolved.

6.4 Termination by Mutual Agreement. The parties may enter a written agreement to terminate or replace this Agreement.

6.5 Remedies upon Default. The parties do not intend to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all remedies, other than termination of this Agreement or termination of Water and Wastewater Services at quantities current at the time remedy is sought, existing at law or in equity, including specific performance and mandamus, may be availed of by either party and shall be cumulative.

6.6 Consent Resolution. Pursuant to City Resolution No. 06-09-16-02, adopted on June 9, 2016, the City granted conditional consent to the creation of the District in the City's extraterritorial jurisdiction (the "Original Consent Resolution"). As not all of the conditions of the Original Consent Resolution were timely met, the parties acknowledge that a new City consent resolution will be considered contemporaneously with the execution of this Agreement ("Revised Consent Resolution"). The District shall be subject to the terms and conditions of the Revised Consent Resolution. In the event of a discrepancy between the Revised Consent Resolution and this Agreement, the Revised Consent Resolution shall control.

ARTICLE 7. MISCELLANEOUS

7.1 Successors. This Agreement shall be binding upon the successors or assigns of the parties hereto. This Agreement may not be assigned without written permission from the City.

7.2 Force Majeure. If any party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure", as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, acts of terrorism, orders of any kind of the government of the United States or the State of Texas or any civil or military authority other than the District, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of

government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other inability of any party, whether similar to those enumerated or otherwise, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party when such settlement is unfavorable to it in the judgment of the party experiencing the difficulty.

7.3 Law Governing. This Agreement shall be governed by the laws of the State of Texas and no lawsuit shall be prosecuted on this Agreement except in a court of competent jurisdiction located in Brazos County.

7.4 No Additional Waiver Implied. No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto of any term, covenant, condition, or liability hereunder, or the performance by any party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults or any kind, under any circumstances.

7.5 Addresses and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to the other (except bills), must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to such party, addressed to the party to be notified. Notice deposited in the mail in the manner herein above described shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is so deposited. Notice given in any such other manner shall be effective when received by the party to be notified. For the purpose of notice, addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the City, to:

City of College Station
P. O. Box 9960
1101 Texas Ave.
College Station, TX 77842
Attn: City Manager

If to the District, to:

Brazos County Municipal Utility District No. 2
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

Attn: Jessica Holoubek

The parties shall have the right from time-to-time and at any time to change their respective addresses and each shall have the right to specify any other address by at least fifteen (15) days written notice to the other.

7.6 Merger and Modifications. The exhibits attached to this Agreement are incorporated into the Agreement for all purposes. This Agreement shall be subject to change or modification only with the written mutual consent of the City and the District.

7.7 Severability. The provisions of this Agreement are severable, and if any part of this Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of part of this Agreement to other persons or circumstances shall not be affected thereby.

7.8 Benefits of Agreement. This Agreement is for the benefit of the City and the District and shall not be construed to confer any benefit on any other person except as expressly provided for herein.

7.9 Miscellaneous District Matters. The District agrees that regular meetings of its Board of Directors, noticed in accordance with Chapter 551, Texas Government Code, will be held within the boundaries of the Development or the City. The District will post notices of all of its meetings at City Hall in addition to all other posting places required by law and will send an electronic link to the City when it posts agendas, minutes and audits online. The District shall file its annual financial audit with the City Secretary. The District will post or cause to be posted on an internet website Board agendas, meeting minutes, and its annual audit, upon the establishment of not less than 25 residential connections in the District.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the _____ day of _____, 2019.

CITY OF COLLEGE STATION, TEXAS

ATTEST:

APPROVED:

CITY SECRETARY

CITY ATTORNEY

BRAZOS COUNTY MUNICIPAL
UTILITY DISTRICT NO. 2

DISTRICT PRESIDENT

ATTEST:

DISTRICT SECRETARY

EXHIBIT A

Metes and Bounds Description of the Tract

Municipal Utility District No. 2 (MUD 2)
995.30 Acres

STATE OF TEXAS §

COUNTY OF BRAZOS §

A METES AND BOUNDS description of a certain 995.30 acre tract of land out of the Jose Maria Barrera Survey, Abstract No. 67, the Jose Maria Barrera Survey, Abstract No. 68, the Jose Maria Barrera Survey, Abstract No. 69, the Thomas Henry Survey, Abstract No. 130, the Henry G. Hudson Survey, Abstract No. 140, the Andrew Miller Survey, Abstract No. 165, the Bartlett McGregor Survey, Abstract No. 171, the Archibald McLaughlin Survey, Abstract No. 158, the Diadem Millican Survey, Abstract No. 178, the Jefferson P. Mitchell Survey, Abstract No. 179, the Clement Raney Survey, Abstract No. 201, and the John W. Stewart Survey, Abstract No. 213, Brazos County, Texas, being all or a portion of the following tracts of land:

1. A called 82.453 acre tract to RB Ventures I, LLC, recorded in Volume 12300, Page 5, of the Official Public Records of Brazos County (OPRBC);
2. Remainder of a called 170.748 acre tract to RB Ventures I, LLC, recorded in Volume 12300, Page 20, OPRBC;
3. A called 10.001 acre tract to John E. McFarlane, Jr. and Erin M. McFarlane, recorded in Volume 9422, Page 180, OPRBC;
4. A called 122.98 acres (Tract One) to 5271 Memorial Partners, LTD., as recorded in Volume 6396, Page 106, OPRBC;
5. Remainder of a called 170.748 acre tract to Peach Creek Partners recorded in Volume 12300, Page 13, OPRBC;
6. A called 39.705 acre tract to Peach Creek Partners, LTD., described in Volume 12468, Page 57, OPRBC;
7. The property conveyed to Peach Creek Partners, LTD., as recorded in Volume 04227, Page 00119, OPRBC, and in Volume 04227, Page 00145, OPRBC;
8. A called 235.123 acre tract to Peach Creek Partners recorded in Volume 04227, Page 00135, OPRBC;

Said 995.30 acres being more particularly described by metes and bounds as follows with all bearings being based on the most north line of said 1215.830 acre tract having a record bearing of South 88°34'00" East recorded in Volume 04227, Page 00145, OPRBC;

BEGINNING at the north corner of aforementioned 82.453 acre tract, same being the east corner of the 16.68 acre tract recorded in Volume 8531, Page 011, OPRBC, and being in the southwest right-of-way of State Highway No. 6;

THENCE South 39°30'34" East, along the southwest right-of-way of State Highway No. 6, same being an easterly line of said 82.453 acre tract, 1524.59 feet to a point-for-corner;

THENCE continuing along said southwest right-of-way and easterly line of said 82.453 acre tract the following two (2) courses and distances:

1. South 21°04'28" East, 103.75 feet to a point-for-corner;
2. South 39°30'37" East, 80.88 feet to a point-for-corner;

THENCE over and across said 82.453 acre tract, aforementioned 122.98 acre tract, aforementioned 1213.537 acre tract, and aforementioned remainder tracts of the called 170.748 acre tract the following eighteen (18) courses and distances:

1. South 71°42'07" West, 684.53 feet to a point-for-corner;
2. North 76°33'36" West, 367.98 feet to a point-for-corner;
3. South 37°36'11" West, 489.75 feet to a point-for-corner;
4. South 85°55'01" West, 1114.30 feet to a point-for-corner;
5. South 30°40'07" West, 244.29 feet to a point-for-corner;
6. South 02°33'49" East, 246.04 feet to a point-for-corner;
7. South 12°34'02" East, 384.90 feet to a point-for-corner;
8. South 38°49'41" West, 182.69 feet to a point-for-corner;
9. South 66°15'42" West, 253.06 feet to a point-for-corner;
10. North 88°24'18" West, 340.45 feet to a point-for-corner;
11. South 55°33'30" West, 386.21 feet to a point-for-corner;
12. South 16°44'55" East, 156.95 feet to a point-for-corner;
13. South 08°40'55" West, 406.85 feet to a point-for-corner;

14. South 51°55'56" West, 268.66 feet to a point-for-corner;
15. South 17°45'20" West, 273.38 feet to a point-for-corner;
16. South 77°16'18" West, 76.56 feet to a point-for-corner;
17. North 61°48'13" West, 323.52 feet to a point-for-corner;
18. South 64°13'23" West, 605.99 feet to a point-for-corner, being in aforementioned 141.460 acre tract;

THENCE over and across said 141.460 acre tract, the following four (4) courses and distances:

1. South 57°08'38" East, 565.05 feet to a point-for-corner;
2. South 86°50'52" West, 552.43 feet to a point-for-corner;
3. South 73°40'37" West, 1177.10 feet to a point-for-corner;
4. North 86°00'38" West, 596.88 feet to a point-for-corner being in aforementioned 1213.537 acre tract;

THENCE South 57°44'45" West, 394.02 feet to a point-for-corner in said 1213.537 acre tract;

THENCE North 58°42'27" West, continuing over and across said 1213.537 acre tract, 495.48 feet to a point-for-corner being in aforementioned 235.123 acre tract;

THENCE over and across said 235.123 acre tract, the following five (5) courses and distances:

1. South 51°31'02" West, 198.60 feet to a point-for-corner;
2. North 41°32'31" West, 413.39 feet to a point-for-corner;
3. North 77°31'31" West, 369.11 feet to a point-for-corner;
4. South 09°06'20" East, 2198.58 feet to a point-for-corner;
5. North 86°12'14" West, 378.58 feet to a point-for-corner, being in a common line of said 235.123 acre tract and the 83.159 acre tract recorded in Volume 12536, Page 294, OPRBC;

THENCE along the common lines of said 235.123 acre tract and said 83.159 acre tract the following three (3) courses and distances:

1. North 08°48'56" East, 326.38 feet to a point-for-corner;
2. North 14°30'53" West, 493.85 feet to a point-for-corner;
3. North 55°27'30" West, 544.47 feet to a point-for-corner;

THENCE North 85°59'18" West, along a northerly line of said 83.159 acre tract, 699.47 feet to a point-for-corner, same being the most northerly corner of said 83.159 acre tract;

THENCE continuing along the common lines of said 83.159 acre tract and said 1215.830 acre tract the following four (4) courses and distances:

1. South 38°39'12" West, 506.11 feet to a point-for-corner;
2. South 86°39'45" West, 264.29 feet to a point-for-corner;
3. South 40°06'02" West, 905.25 feet to a point-for-corner;
4. South 49°52'07" East, 1114.82 feet to a point-for-corner marking the beginning of a tangent curve to the right;

THENCE along said curve to the right, having a radius of 3050.00 feet, an arc length of 630.27 feet, a delta angle of 11°50'24", a chord bearing of South 43°56'55" East, and a chord length of 629.15 feet, to a point-for-corner marking a point of tangency and being the south corner of said 83.159 acre tract;

THENCE over and across aforementioned 1215.830 acre tract, the following thirteen (13) courses and distances:

1. South 53°19'25" West, 1938.66 feet to a point-for-corner;
2. South 03°25'08" West, 409.10 feet to a point-for-corner;
3. South 29°39'21" West, 379.66 feet to a point-for-corner;
4. South 44°06'24" West, 1168.08 feet to a point-for-corner;
5. South 33°19'41" East, 1142.14 feet to a point-for-corner;
6. South 74°20'36" West, 191.27 feet to a point-for-corner;
7. South 24°51'24" East, 293.88 feet to a point-for-corner;
8. North 62°04'40" East, 865.68 feet to a point-for-corner;
9. North 32°07'46" East, 449.62 feet to a point-for-corner;

10. North 16°56'29" East, 484.44 feet to a point-for-corner;
11. North 04°30'39" East, 823.17 feet to a point-for-corner;
12. North 15°42'38" East, 459.11 feet to a point-for-corner;
13. South 37°06'59" East, 553.34 feet to a point-for-corner, same being the northwest corner of a called 20 acre tract recorded in Volume 10069, Page 264, OPRBC;

THENCE South 00°53'00" East, along the west line of said 20 acre tract, 2083.06 feet to a point-for-corner;

THENCE South 02°02'00" East, 728.06 feet to a point-for-corner, same being the northeast corner of a called 23.85 acre tract recorded in Volume 11639, Page 022, OPRBC and being in the west line of a called 43.05 acre tract recorded in Volume 11890 Page 225 OPRBC;

THENCE South 89°04'00" West, along the north line of said 23.85 acre tract, 1217.50 feet to a point-for-corner, same being the northwest corner of said 23.85 acre tract;

THENCE South 04°27'00" West, along the west line of said 23.85 acre tract, 849.85 feet to a point-for-corner, same being a westerly corner of the 0.14 acre tract recorded in Volume 10577, Page 237, OPRBC and being in the north right-of-way of Farm to Market Highway 2154;

THENCE North 70°59'09" West, along said right-of-way, 531.25 feet to a point-for-corner marking the beginning of a curve to the right;

THENCE along said curve to the right, having a radius of 5305.46 feet, an arc length of 1643.96 feet, a delta angle of 17°45'14", a chord bearing of North 61°33'22" West, and a chord length of 1637.39 feet, to a point-for-corner;

THENCE North 53°20'32" West, continuing along said right-of-way, 2655.74 feet to a point-for-corner;

THENCE North 01°05'00" West, 21.41 feet to a point-for-corner, being in the west line of aforementioned 1215.830 acre tract;

THENCE North 01°12'41" West, continuing along a west line of said 1215.830 acre tract, 782.28 feet to a point-for-corner, being the southwest corner of a 26.587 acre tract conveyed as a 1/2 undivided interest to DuBois Children's Limited Partnership, LTD, recorded in Volume 12468, Page 57, OPRBC;

THENCE along the south and east lines of said 26.587 acre tract the following five (5) courses and distances:

1. North 88°11'03" East, 371.48 feet to a point-for-corner;
2. North 68°06'25" East, 581.47 feet to a point-for-corner;
3. North 21°30'46" West, 343.01 feet to a point-for-corner, marking the beginning of a tangent curve to the right;
4. Along said curve to the right, having a radius of 3000.00 feet, an arc length of 1157.30 feet, a delta angle of 22°06'10", a chord bearing of North 10°27'41" West, and a chord length of 1150.14 feet, to a point-for-corner marking a point of tangency;
5. North 00°35'24" East, passing at a distance of 86.88 feet the northeast corner of said 26.587 acre tract and the southeast corner of a called 5.763 acre tract conveyed to DuBois Children's Limited Partnership, LTD, recorded in Volume 12468, Page 57, OPRBC, continuing in all a total distance of 508.48 feet to a point-for-corner in the south line of an 86.835 acre tract conveyed to Millican DPC Partners, LP, recorded in Volume 9981, Page 290, OPRBC;

THENCE North 69°40'32" East, with the south line of said 86.835 acre tract, 2301.29 feet to a point-for-corner being the south corner of a 11.972 acre tract conveyed to John T. Jaques and Kamela A. Jaques recorded in Volume 9960, Page 271, OPRBC;

THENCE North 69°40'33" East, with the southeast line of said Jaques tract and the southeast line of the remainder of a 103.4 acre tract conveyed to Millican DPC Partners, LP, recorded in Volume 9981, Page 276, a distance of 1644.73 feet to a point-for-corner;

THENCE, North 00°11'39" West, with the east line of the remainder of said 103.4 acre tract a distance of 944.63 feet to a point-for-corner, being in a west line of aforementioned 1215.830 acre tract;

THENCE with the west and north lines of said 1215.830 acre tract, the following four (4) courses and distances:

1. North 00°03'00" East, 937.50 feet to a point-for-corner;

2. North 19°35'00" West, 460.00 feet to a point-for-corner;
3. North 13°17'00" East, 680.56 feet to a point-for-corner;
4. South 88°34'00" East, 1930.00 feet to a point-for-corner, being the northeast corner of said 1215.830 acre tract and the northwest corner of a called 235.123 acre tract conveyed to Peach Creek Partners, LTD, recorded in Volume 4227, Page 135, OPRBC;

THENCE with the north line of said 235.123 acre tract, the following four (4) courses and distances:

1. North 87°19'00" East, 219.61 feet to a point-for-corner;
2. North 87°50'00" East, 1157.69 feet to a point-for-corner;
3. North 60°08'00" East, 136.11 feet to a point-for-corner;
4. North 47°16'00" East, 246.14 feet to a point-for-corner, being the northeast corner of said 235.123 acre tract and the most westerly northwest corner of a called 1213.537 acre tract conveyed to Peach Creek Partners, LTD, recorded in Volume 4227, Page 145, OPRBC;

THENCE with the north line of said 1213.537 acre tract, the following three (3) courses and distances:

1. North 47°28'00" East, 173.89 feet to a point-for-corner;
2. South 64°25'00" East, 234.17 feet to a point-for-corner;
3. North 62°30'00" East, 637.50 feet to a point-for-corner, being a northeast corner of said 1213.537 acre tract and the northwest corner of a called 141.460 acre tract (Tract Three) conveyed to Peach Creek Partners, LTD, recorded in Volume 4227, Page 145, OPRBC;

THENCE North 89°21'00" East, along the north line of said 141.460 acre tract, 2494.56 feet to a point-for-corner, being said tract's northeast corner and being in the west line of the remainder of a called 170.748 tract conveyed to RB Ventures I, LLC, recorded in Volume 12300, Page 20, OPRBC;

THENCE with the west and north lines of said remainder tract, the following seven (7) courses and distances:

1. North 00°10'21" West, 2075.08 feet to a point-for-corner;
2. North 40°29'41" West, 18.39 feet to a point-for-corner;
3. North 04°05'22" West, 102.71 feet to a point-for-corner;
4. North 70°09'13" East, 92.81 feet to a point-for-corner;
5. South 88°43'16" East, 348.00 feet to a point-for-corner;
6. North 88°03'52" East, 297.93 feet to a point-for-corner;
7. South 89°58'11" East, 538.46 feet to a point-for-corner, being the northeast corner of said remainder tract and the northwest corner of a called 10.001 acre tract conveyed to John E. McFarlane, Jr., and Erin M. McFarlane, recorded in Volume 9422, Page 180, OPRBC;

THENCE North 85°28'53" East, along the north line of said 10.001 acre tract, 491.52 feet to a point-for-corner;

THENCE South 89°47'44" East, passing the northeast corner of said 10.001 acre tract being a northwest corner of aforementioned 82.453 acre tract, continuing with the north line of said 82.453 acre tract, for a total distance of 999.70 feet to a point-for-corner at an interior corner of aforementioned 1213.537 acre tract;

THENCE North 00°17'51" East, 1592.78 feet to a point-for-corner in the southwest right-of-way of State Highway No. 6;

THENCE South 47°21'49" East, with said right-of-way, 81.40 feet to a point-for-corner;

THENCE South 00°18'00" West, with an east line of said 1213.537 acre tract, 1537.89 feet to a point-for-corner in a north line of aforementioned 82.453 acre tract;

THENCE North 89°59'15" East, with a north line of said 82.453 acre tract, 579.03 feet to a point-for-corner;

THENCE North 02°18'53" East, 795.80 feet to the **POINT OF BEGINNING, CONTAINING 995.30 acres** of land in Brazos County, Texas.

FOR A POLITICAL BOUNDARY ACREAGE TALLING 995.30 ACRES.

Municipal Utility District No. 2 (MUD 2)
995.30 Acres

The metes and bounds description of MUD 2 was prepared under 22 TAC §663.21, and does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

A separate plat bearing DWG No. 1363 was prepared in conjunction with the foregoing metes and bounds description and is available in the offices of Jones|Carter in College Station, Texas.



CEC
8/1/16

EXHIBIT B
Form of Strategic Partnership Agreement

STRATEGIC PARTNERSHIP AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This **STRATEGIC PARTNERSHIP AGREEMENT** (this “*Agreement*”) is made and entered into, effective as of _____, 201__, by and between the **CITY OF COLLEGE STATION, TEXAS**, a municipal corporation and home rule city of the State of Texas (the “*City*”), and **BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2**, a conservation and reclamation district created pursuant to Article XIV, Section 59, Texas Constitution and operating pursuant to Chapters 49 and 54, Texas Water Code (the “*District*”).

RECITALS

The District was created with the consent of the City for the purpose of providing water, sewer, drainage, and road facilities to the land within its boundaries. The District is located entirely within the extraterritorial jurisdiction (“*ETJ*”) of the City.

The provisions of TEX. LOCAL GOV’T CODE, Section 43.0751 (the “*Act*”) state that the City and the District may enter into a strategic partnership agreement that provides for the terms and conditions under which services will be provided and funded by the City and the District and under which the District will continue to exist for an extended period after annexation of all or a portion of the land within the District by the City.

The City and the District, after the provision of required notices, held public hearings in compliance with the Act. Based upon public input received at such hearings, the City and the District wish to enter into a strategic partnership agreement to provide the terms and conditions under which services will be provided and funded by the City and the District and under which the District will continue to exist for an extended period of time after the District is annexed for general purposes.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and the District agree as follows:

ARTICLE 1.
DEFINITIONS

1.01. Definitions. The terms *Act*, *City*, *District* and *ETJ* shall have the meanings provided for them in the recitals, above. Except as may be otherwise defined, or the context clearly requires otherwise, capitalized terms and phrases used in this Agreement shall have the meanings as follows:

City Consent means the most recent resolution of the City consenting to the creation of the District, and the terms and conditions to such consent described therein.

Commercial means all nonresidential development, except for developments owned by a tax-exempt entity, a non-profit entity or a homeowner or property owner association.

Commission means the Texas Commission on Environmental Quality and its successors.

Developer means the entity or entities advancing funds to the District for the design and construction of District facilities and for other legal purposes which advances are subject to reimbursement by the District pursuant to the rules of the Commission.

Person means any individual, partnership, association, firm, trust, estate, public or private corporation, or any other entity whatsoever.

1.02. Findings and conclusions. The City and the District hereby find and declare:

a. The Act authorizes the City and the District to enter into this Agreement to define the terms and conditions under which services to the District will be provided and funded by the parties and to define the terms and conditions under which the District will be annexed by the City at a future date as agreed hereunder as an alternative to annexation without the consent of the District.

b. In compliance with Subsection (p) of the Act, this Agreement (i) does not require the District to provide revenue to the City solely for the purpose of an agreement with the City to forgo annexation of the District, and (ii) provides benefits to each party, including revenue, services, and regulatory benefits, which are reasonable and equitable with regard to the benefits provided to the other party.

c. All the terms and conditions contained in this Agreement are lawful and appropriate to provide for the provision of municipal services and annexation.

d. The District is not obligated to make payments to the City for services except as otherwise provided herein.

e. This Agreement has been duly adopted by the City and the District after conducting two public hearings at which members of the public who wanted to present testimony or evidence regarding the Agreement were given the opportunity to do so. Notice of each hearing was published in the format required by TEX. LOCAL GOV'T CODE, Section 43.123(b) and was published at least once on or after the 20th day before each public hearing of the City.

ARTICLE 2 ANNEXATION OF THE DISTRICT

2.01. Conditions to annexation.

a. The parties agree that the District and its residents should be allowed to develop and function with certainty regarding the conditions under which annexation will be authorized by the City. As a result, the City and the District agree that, without regard

to the City's right and power under existing or subsequently enacted law and subject to Section 2.02, the City will not fully annex the District until both the following conditions have been satisfied, and shall thereafter be authorized, but not required, to fully annex the District for any purpose:

1. 90% of the initial installation of the water, sanitary sewer, drainage and paving facilities for which District bonds were authorized in the City's written consent has been completed ("Substantial Completion").

2. The Developer has been reimbursed to the maximum extent permitted by the rules of the Commission or the City assumes any obligation for such reimbursement of the District under such rules.

- b. If the City wishes to complete the District facilities in order to comply with subsection a, item 1, above, the District will cooperate with the City to provide access to the District's facilities and allow such connection or supplement thereto as may be reasonably necessary upon written notice of its intent to so complete from the City to the District; provided that any such construction by or on behalf of the City shall be sufficient to provide water supply and distribution, wastewater collection and treatment, and drainage facilities to the entire unserved portion of the District.

- c. Prior to annexing the District for full purposes, the City shall make the election either to dissolve the District and assume all rights, assets, liabilities and obligations of the District or to continue the District as a limited district for an extended period of time (the "Limited District") as further provided for in Section 2.05. The City will notify the District in writing of its election prior to full purpose annexation.

2.02. Annexation of Commercial property. Notwithstanding Section 2.01, the City may annex for limited purposes any Commercial property of the District at any time after the effective date of this Agreement, as determined by the City (the "Annexed Commercial Property"). In such event, the District shall remain in existence, with full powers, and any Annexed Commercial Property shall also remain in the boundaries of the District, subject to the full power and authority of the District with respect to water, wastewater and drainage facilities and services. This annexation provision is in lieu of any annexation of residential property prior to the annexation of the entire District as provided in this Article.

In accordance with TEX. LOCAL GOV'T CODE, Section 43.0751(r)(2), the District consents to noncontiguous annexation of the Annexed Commercial Property.

2.03 Annexation procedures. Because the District is, pursuant to this Agreement, an area that is the subject of a strategic partnership agreement, the City is not required to include the District in an annexation plan pursuant to TEX. LOCAL GOV'T CODE, Section 43.052(h)(3)(B).

2.04. Operations prior to full annexation. Prior to annexation of the entire District for full purposes, except as may be specifically provided in this Agreement or in the City Consent, the District is authorized to exercise all powers and functions of a municipal utility district provided by law, including, without limiting the foregoing, the power to incur additional debts, liabilities, or obligations, to construct additional utility facilities, or to contract with others for the provision and operation thereof, or sell or otherwise transfer property without prior approval of the City, and the exercise of such powers is hereby approved by the City.

2.05. Continuation of the District following full annexation. Upon full purpose annexation of the entire District under the provisions of Section 2.01 above, the District will continue to exist for an extended period to allow for the completion of District operations and the integration of the District's utility system into the City's utility system, following which period the City shall act to dissolve the District in accordance with applicable law. If the City has not elected for the District to continue as a Limited District and has not dissolved the District within 120 days after annexation, then the District shall be automatically dissolved on the 121st day after such annexation. At such time, the City will assume all rights, assets, liabilities and obligations of the District (including all obligations to reimburse the developers within the District) and the District will not be continued or converted for limited purposes.

If the City elects to continue the District as a Limited District following full purpose annexation as provided in Section 2.01, the boundaries of the Limited District will be the same of those of the District, and the Limited District will continue to be called Brazos County Municipal Utility District No. 2. The District will continue to exist as a Limited District to allow for the completion of District operations and the integration of the District's system into the City's system and the retirement of District bonded indebtedness, following which period the City shall act to dissolve the District in accordance with applicable law. The District will continue as a Limited District for an initial term of up to ten years, and the City may extend this term for additional ten year periods prior to the expiration of the initial term or any renewal term. Until the dissolution of the Limited District, the Limited District will retain all District rights, assets, liabilities and obligations and shall operate in all respects in the same manner as prior to its conversion to Limited District, subject to the terms of this Agreement. The City may dissolve the Limited District at any time. At such time as the Limited District is dissolved, the City will assume all rights, assets, liabilities and obligations of the District.

Upon full purpose annexation, fees and charges imposed on residents of the former District for services provided by the City shall be equal to those fees and charges imposed on all other residents of the City.

2.06. Limitation on incurring additional debt after annexation. After full purpose annexation of the District by the City, and without regard to whether the City has elected for the District to continue as a Limited District, the District or Limited District shall not incur additional debt, liabilities, or obligations which are not fully payable from currently budgeted funds and shall not sell or otherwise transfer property without approval of the City.

2.07. Attempted incorporation. Notwithstanding any provision herein to the contrary, in the event that an election is called pursuant to applicable law in connection with a bona fide petition

for incorporation of a municipality that includes a substantial portion of the District, the City shall be entitled to annex that portion the District attempting to incorporate.

ARTICLE 3

LIMITED PURPOSE ANNEXATION OF LAND

3.01. Imposition of the City's Sales and Use Tax.

In the event the City elects to annex Commercial property for limited purposes as provided in Section 2.02 of this Agreement, the City shall impose its sales and use tax upon the Annexed Commercial Property pursuant to Subsection (k) of the Act. The sales and use tax shall be imposed on the receipts from the sale and use at retail of taxable items at the rate of one and one-half percent (1 ½ %) or the rate specified under future amendments to Chapter 321 of the Tax Code. The sales and use tax shall take effect on the date described in Tax Code §321.102.

ARTICLE 4

DEFAULT, NOTICE AND REMEDIES

4.01. Default; notice. A breach of any material provision of this Agreement after notice and an opportunity to cure shall constitute a default. The non-breaching party shall notify the breaching party of an alleged breach, which notice shall specify the alleged breach with reasonable particularity. If the breaching party fails to cure the breach within a reasonable time not sooner than 30 days after receipt of such notice (or such longer period of time as the non-breaching party may specify in such notice), the non-breaching party may declare a default hereunder and exercise the remedies provided in this Agreement in the event of default.

4.02. Remedies. In the event of a default hereunder, the remedies of the non-defaulting party shall be limited to either or both of the following:

a. Monetary damages for actual losses incurred by the non-defaulting party if such recovery of monetary damages would otherwise be available under existing law and the defaulting party is not otherwise immune from paying such damages; and

b. Injunctive relief specifying the actions to be taken by the defaulting party to cure the default or otherwise comply with its obligations hereunder. Injunctive relief shall be directed solely to the default and shall not address or include any activity or actions not directly related to the default.

ARTICLE 5

MISCELLANEOUS

5.01. Beneficiaries. This Agreement shall bind and inure to the benefit of the parties, their successors and assigns. This Agreement shall be recorded with the County Clerk in the Official Records of Brazos County, and shall bind and benefit each owner and each future owner of land included within the District's boundaries in accordance with Tex. Local Gov't Code, Section 43.0751(c). In the event of annexation of the District by the City, the Developer shall be considered a third-party beneficiary of this Agreement.

5.02 Term. This Agreement shall commence and bind the parties on the effective date first written above and continue for thirty (30) years thereafter, unless terminated on an earlier date pursuant to other provisions or by express written agreement executed by the City and the District. Upon the expiration of the initial term, this Agreement may be extended, upon the mutual consent of the parties, for successive one-year periods until all land within the District has been annexed into the City.

5.03. Notice. Any notices or other communications (“Notice”) required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering the same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing “next day delivery”, addressed to the party to be notified, or (iv) by sending the same by electronic mail (“email”) with confirming copy sent by regular mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

City: City of College Station
P. O. Box 9960
1101 Texas Ave.
College Station, TX 77842
Attn: City Manager
Email: _____

With a copy to: City of College Station
P. O. Box 9960
1101 Texas Ave.
College Station, TX 77842
Attn: City Attorney
Email: _____

District: Brazos County Municipal Utility District No. 2
c/o Allen Boone Humphries Robinson
3300 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn: Jessica Holoubek
Email: Jessica.holoubek@gmail.com

The parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least five days’ written notice to the other parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for

calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

5.04. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

5.05. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected.

5.06. Waiver. Any failure by a party hereto to insist upon strict performance by the other party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

5.07. Applicable law and venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Brazos County, Texas.

5.08. Reservation of rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws.

5.09. Further documents. The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to carry out the terms of this Agreement.

5.10. Incorporation of exhibits and other documents by reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

5.11. Effect of state and federal laws. Notwithstanding any other provision of this Agreement, the District and the City shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well as any City ordinances or rules implementing such statutes or regulations, and such City ordinances or rules shall not be deemed a breach or default under this Agreement.

5.12. Authority for execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter and City ordinances. The District hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted by the Board of Directors of the District.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement effective as of the date first written above.

CITY OF COLLEGE STATION, TEXAS

By: _____
Mayor

ATTEST:

By: _____
City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this the ____ day of _____, _____, by _____, City Manager of the City of College Station, Texas, on behalf of said city.

Notary Public, State of Texas

(NOTARY SEAL)

BRAZOS COUNTY MUNICIPAL
UTILITY DISTRICT NO. 2

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this the ____ day of _____,
____, by _____, _____ of the Board of
Directors of Brazos County Municipal Utility District No. 2, a political subdivision of the State of
Texas, on behalf of said political subdivision.

Notary Public, State of Texas

(NOTARY SEAL)

Legislation Details (With Text)

File #:	19-0396	Version:	1	Name:	MUD #2 Development Agreement
Type:	Agreement	Status:		Status:	Agenda Ready
File created:	7/16/2019	In control:		In control:	City Council Regular
On agenda:	7/25/2019	Final action:		Final action:	
Title:	Presentation, discussion, and possible action relating to a Development Agreement between the City of College Station and Millican Land Development, LLC, RB Meadows, LLC and Rock Barn Conservation Partners, LLC relating to the regulating of development within Brazos County Municipal Utility District No. 2 boundaries.				
Sponsors:	Jennifer Prochazka				
Indexes:					
Code sections:					
Attachments:	MUD 2 DA - Final with attachments.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, discussion, and possible action relating to a Development Agreement between the City of College Station and Millican Land Development, LLC, RB Meadows, LLC and Rock Barn Conservation Partners, LLC relating to the regulating of development within Brazos County Municipal Utility District No. 2 boundaries.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Diverse Growing Economy

Recommendation: Staff recommends approval of the Development Agreement.

Summary: As provided for in the City's adopted Municipal Utility District (MUD) policy, staff negotiated a Development Agreement with the developer to extend the City's planning authority over the District's property; this is important given the District is located entirely within the City's ETJ. The Agreement addresses land use, density, and compliance with development standards comparable to development within the City.

Budget & Financial Summary: N/A

Attachments:

1. Development Agreement - with Exhibits

**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COLLEGE STATION,
TEXAS, AND MILLICAN LAND DEVELOPMENT, LLC, RB MEADOWS, LLC, AND
ROCK BARN CONSERVATION PARTNERS, LLC**

This Development Agreement (the "Agreement") is made and entered into as of _____, 2019, by and between the City of College Station, Texas, a home rule municipality in Brazos County, Texas, acting by and through its governing body, the City Council of College Station, Texas (the "City"); Millican Land Development, LLC, a Texas limited liability company; RB Meadows, LLC, a Texas limited liability company; and Rock Barn Conservation Partners, LLC, a Texas limited liability company (collectively referred to as the "Developer").

RECITALS

The City is a home rule city and municipal corporation that provides a full-range of governmental services to its citizens.

The Developer (in addition to the Ultimate Consumer, defined below) owns approximately 2,354 acres of land located entirely within the City's extraterritorial jurisdiction, which acreage is more particularly described in **Exhibit A** (the "Development"). The current plan of development is for the Development to consist of five municipal utility districts, including the District (defined below), which has been created. Of the remaining districts to be created, one will be responsible for providing certain shared facilities to serve a combination of the districts, and such district is referred to herein as the "Master MUD." Such shared facilities are planned to include wastewater treatment and collection facilities (i.e., a wastewater treatment plant, shared trunk sewer lines, and lift stations, etc.), water supply facilities (i.e., shared trunk water lines and facility upgrades, including upgrading the capacity of the Harlan Road Surface Water Treatment Plant, etc.), roadway facilities, and certain drainage facilities. The Master MUD will finance the shared facilities and contract with each of the other districts for such districts to pay their pro rata shares of debt service attributable to such shared facilities and of operating costs, if applicable, based on each district's flows to the shared facilities. Each district will finance and construct its internal facilities to serve the properties within its boundaries. The districts, in combination or individually, will contract with Wellborn Special Utility District for water supply services to serve their respective tracts.

Brazos County Municipal Utility District No. 2 (the "District") has been created to encompass approximately 995.30 acres of land located entirely within the boundaries of the Development, which acreage is more particularly described in **Exhibit E** (the "Tract"). The Developer and the City wish to provide for the orderly, safe, and healthful development of land within the City's extraterritorial jurisdiction as provided in Chapter 42, Texas Local Government Code, including within the Development.

The Developer intends to develop the Development for residential and commercial uses. The development will occur in phases, and the Developer anticipates that each phase will be platted separately. All of the Development shall be subject to the terms and conditions of this Agreement.

The City and the Developer agree that the development of the Development can best proceed pursuant to this Development Agreement and pursuant to the Service Agreements (defined hereinafter), which agreements are integral to the development of the Development.

It is the intent of this Agreement to establish certain restrictions and commitments imposed and made in connection with the development of the Development. The City and the Developer are proceeding in reliance on the enforceability of this Agreement.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and the Developer agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Terms. Unless the context requires otherwise, and in addition to the terms defined above, the following terms and phrases used in this Agreement shall have the meanings set out below:

Affiliate means any entity that directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with the Developer. For the purpose of this definition, control of an entity means (i) the ownership, directly or indirectly, of voting rights in a company or other legal entity; or (ii) the right to direct the management or operation of such entity whether by ownership (directly or indirectly) of securities, by contract or otherwise, including creditors and other owners in equity.

City means the City of College Station, Texas.

City Council means the City Council of the City or any successor governing body.

Commission means the Texas Commission on Environmental Quality and its successors.

County means Brazos County, Texas.

Designated Mortgagee means, whether one or more, any mortgagee or security interest holder that has been designated to have certain rights pursuant to Article V hereof.

Developer means, collectively, Millican Land Development, LLC, a Texas limited liability company; RB Meadows, LLC, a Texas limited liability company; and Rock Barn Conservation Partners, LLC, a Texas limited liability company, or their respective successors and assignee(s), including Affiliates.

Development means the master planned development called Millican Reserve consisting of approximately 2,354 acres of land, as more particularly described on **Exhibit A**, located entirely within the City's extraterritorial jurisdiction, and planned to include within its boundaries five municipal utility districts, including the District. The term includes the Tract.

Development Ordinance or UDO means portions of the City's Unified Development Ordinance and other ordinances as further described on **Exhibit D**.

Development Plan means the initial general land plan for the proposed development of the Development, a copy of which is attached to this Agreement as **Exhibit B**, as it may be revised from time to time in accordance with the terms of this Agreement and with City approval of any material change, as determined by the City.

District means Brazos County Municipal Utility District No. 2, which has purposes limited to supplying public water supply, sanitary sewer services, drainage services, fire protection, and roads to the areas within its boundaries.

ETJ means the extraterritorial jurisdiction of the City.

HOA means the homeowners' association for the homes within the District or the Development.

Impact Fee means the fee, if any, that may be charged to the Developer or District by the City for each Equivalent Single-family Connection platted or as otherwise allowed pursuant to applicable law to cover the capital costs incurred by the City related to the provision of water supply and/or sewage treatment facilities.

Person means any individual, partnership, association, firm, trust, estate, public or private corporation, or any other legal entity whatsoever.

Planning Commission means the Planning and Zoning Commission of the City.

Plant Site means the site for the Regional Wastewater Treatment Plant, and temporary package plant(s) on an interim basis, that must be at least five (5) acres to accommodate expansions to serve all land within the Tract and the Development and ultimately serve as a regional plant site for the City.

Regional Wastewater Treatment Plant means the permanent concrete wastewater treatment plant to be financed, designed, constructed, owned, operated, and maintained by the Developer or Master MUD to serve the District, as well as other districts to be created within the Development.

Service Agreements means the Water Supply and Wastewater Service Agreements between the City and any district, including the District, regarding how water supply and wastewater services will be provided to serve the Development.

SPA means a strategic partnership agreement between the City and any district in the Development that is authorized by Section 43.0751, Texas Local Government Code.

Tract means all the land described in the attached **Exhibit E** comprising the District and also means any other property annexed into the District and approved by City Council for such annexation.

Ultimate Consumer means the purchaser of a tract or lot within the Development who does not intend to resell, subdivide, or develop the tract or lot in the ordinary course of business.

Section 1.02 Exhibits. The following exhibits are attached to this Agreement as though fully incorporated herein:

Exhibit A	Legal description of the Development
Exhibit B	Development Plan for the Development
Exhibit C	Memorandum of Agreement
Exhibit D	Development Ordinance
Exhibit E	Legal description of the Tract

ARTICLE II

DEVELOPMENT PLAN, PLATTING, AND MUNICIPAL UTILITY DISTRICT

Section 2.01 Development Plan. The Development is to be developed as a large master-planned community with a mixture of residential and commercial development. More specifically, the land uses shall be residential and commercial uses, each of which may have associated hospitality, civic, institutional, and recreational facilities. The Development Plan sets forth the development plan and the land uses for specific areas of the Development, as described on **Exhibit “B”** attached hereto and incorporated herein for all purposes. The City hereby approves the Development Plan; however, the City must approve street alignments and curb cuts as each phase is proposed. The Developer agrees to develop or cause any undeveloped portion of the Development to be developed in accordance with the latest Development Plan approved by the City, including the land uses proposed, and to notify all purchasers of land that development must be completed in accordance with the Development Plan approved by the City. Changes in the Development Plan must be approved by City Council prior to construction unless the change is a Minor Modification as defined herein. Minor Modifications to the Development Plan are authorized under this Agreement upon review and approval of the City Manager or authorized designee. An approved Minor Modification to the Development Plan will be evidenced by memorandum filed by the City Manager, or designee, with the City Secretary with notice provided to the Developer. A Minor Modification includes the following:

- i. A change in a particular land use category that results in a net increase or decrease of less than 10% of the total acreage allocated to such category as originally set forth in Exhibit “B” when this Agreement first went into effect.

As described in the current Development Plan, the Developer shall not develop more than 10% of the acreage of the Development with multi-family development unless done in accordance with a new Development Plan approved by the City as provided herein.

The City and the Developer acknowledge the Development Plan is not the “preliminary plan” referred to in the UDO, that the Development will be completed in phases similar to those outlined on the Development Plan, that the Developer will provide a “preliminary plan” for platting purposes for each parcel as shown on the Development Plan, and that development will proceed in compliance with the latest Development Plan approved by the City hereunder and with all applicable provisions of the UDO, including, without limitation, all planning and platting

requirements. The parties acknowledge and agree that the Development Plan will be revised and refined by the Developer as the Developer continues its investigation of the Development and prepares a feasible and detailed plan for development of the Development, all in accordance with the Development Ordinance, the Service Agreements, and this Agreement.

Section 2.02 Platting. Developer is required to plat any subdivision of the Development in accordance with the requirements of the Development Ordinance. ***The Developer hereby acknowledges and agrees that the City's final approval of any plat of any land does not constitute in any way the City's reservation, commitment, or statement of availability of water, sanitary sewer, or stormwater drainage capacity or services for such land. The provision of such utilities to the land is the subject of the Service Agreements.***

The Developer agrees that all public utility lines and roads shall be located and constructed within easements and rights-of-way dedicated to the public.

Section 2.03 Municipal Utility District Consent. Pursuant to City Resolution No. 06-09-16-02, adopted on June 9, 2016, the City granted conditional consent to the creation of the District in the City's ETJ (the "Original Consent Resolution"). As not all of the conditions of the Original Consent Resolution were timely met, the parties acknowledge that a new City consent resolution will be considered contemporaneously with the execution of this Agreement ("Revised Consent Resolution"). The District and other districts created within the Development shall be subject to the terms and conditions of the Revised Consent Resolution.

Section 2.04 FEMA Special Flood Hazard Areas. The Developer must identify and delineate the Federal Emergency Management Agency ("FEMA") Special Flood Hazard Areas, and lots shall not be constructed in such areas unless constructed in accordance with the rules and regulations of FEMA and the County, as floodplain administrator.

Section 2.05 Service Agreements. The Developer shall cause all municipal utility districts created within the Development to enter into Service Agreements substantially similar to the Service Agreement entered into between the City and the District of even date herewith.

ARTICLE III

DESIGN AND CONSTRUCTION STANDARDS AND APPLICABLE ORDINANCES

Section 3.01 Regulatory Standards and Development Quality. The City and the Developer agree that one of the primary purposes of this Agreement is to provide for quality development of the Development. The Developer will develop and record restrictive covenants consistent with high-quality master-planned communities. The restrictive covenants will provide for the creation of an architecture review committee, and no structures may be erected without approval of such committee. The restrictive covenants and deed restrictions to be developed for the Development shall be recorded by the Developer in the real property records of Brazos County prior to sale of land within the Development and shall apply to and be binding upon all owners of such land. The deed restrictions will provide for a property owner's association that has the authority:

- a. To enforce restrictions of general applicability on development throughout the

Development on the use, maintenance, appearance, and modification of buildings and lots that are generally consistent with deed restrictions on other master planned communities within a one-hundred-mile radius of the City; and

b. To provide for and maintain standards of general applicability throughout the Development for the maintenance and landscaping of common areas, green space, open areas and the landscaping of public medians and right-of-ways of major streets provided to serve the Development, financed by the establishment, levy, and collection of assessments against the lots.

In addition to meeting the requirements set forth above, the City and the Developer understand and agree that the Developer will design and construct all internal and off-site public infrastructure in accordance with City's design guidelines and subdivision standards as set forth in the UDO and pursuant to other applicable law. The parties agree that during the term of this Agreement, the City's infrastructure guidelines and subdivision standards as described in the UDO may be modified, supplemented and amended by the City to make them consistent with generally accepted standards imposed by governmental entities on the design and construction of public improvements within Brazos County. The parties agree, however, that only such modifications, supplements and amendments as are necessary to ensure that these standards are consistent with modern technology, engineering practices and construction techniques will be made. The parties further agree that other modifications to the UDO may be made if necessary to comply with applicable case law, including, without limitation, with regard to signage. All such modifications, supplements and amendments shall be uniformly applied to all development governed by the UDO.

Section 3.02 Water/Wastewater/Drainage Services. (a) The plans for a regional wastewater collection and treatment system and stormwater control and drainage system to serve the Development shall be developed in accordance with the applicable provisions of the Development Ordinance, other applicable law and as provided herein and in the Service Agreements. The plans for a water supply, storage and distribution system shall be developed in accordance with the requirements of Wellborn Special Utility District.

(b) The number of lots will not exceed a number that can be served by the number of Equivalent Single-family Connections of water supply services or wastewater services to be provided by or through the District or other districts within the Development.

(c) The District or Developer may immediately apply to the Commission for a phased wastewater discharge permit for a wastewater treatment plant to be located within the Development at the Plant Site, and the City will not object to this permit. The Developer will notify the City at the time of permit application with regard to requested permitted capacity. The Developer agrees to construct, or cause the District or Master MUD to construct, the Regional Wastewater Treatment Plant; provided, however, that steel package plants may be installed and/or expanded at the Plant Site on an interim basis. When the expanded package plant reaches a three-month average daily flow of 75% of actual capacity, or as earlier required by the Commission, the Developer shall notify the City of same in writing and shall commence, or cause the District or Master MUD to commence, design of the Regional Wastewater Treatment Plant and thereafter proceed with diligence to construct the Regional Wastewater Treatment Plant to assure that all flows can be diverted to the Regional Wastewater Treatment Plant when the expanded package

plant has reached a three-month average daily flow of 90% of actual capacity. Any temporary plants shall be removed from the Plant Site within six (6) months of completion of the Regional Wastewater Treatment Plant.

(d) Option/Right of First Refusal: The City shall have, and the Developer hereby grants to the City, an option to purchase (the “Option”), on the terms provided herein, up to an additional ten (10) acres of developable land immediately adjacent to and adjoining the Plant Site (the “Expansion Tract”) for the purpose of expanding the Regional Wastewater Treatment Plant, and the site shall be acceptable for such purpose. The Option shall commence upon the effective date of this Agreement and shall terminate upon the expiration of five (5) years from the City’s receipt of written notice from the Developer indicating and describing where the Plant Site and Expansion Tract shall be located within the Development (the “Option Period”). The Developer shall not sell the Expansion Tract to a third-party or develop the Expansion Tract during the Option Period.

Upon expiration of the Option Period, the Developer shall have the right to sell the Expansion Tract to a third-party or develop the Expansion Tract subject to a right of first refusal hereby granted to the City by the Developer (the “Right of First Refusal”). The Developer shall give the City prior written notice of its intent to sell or develop the Expansion Tract, and, commencing upon the City’s receipt of such notice, the City shall have a six (6) month option to purchase the Expansion Tract, as provided herein, during which time the Developer may not sell, other than to the City, or develop the Expansion Tract. The Developer, however, may proceed with sale or development of the Expansion Tract prior to expiration of the six (6) month option period upon receipt of written notice from the City that the City has elected not to exercise its Right of First Refusal. The Right of First Refusal shall commence upon expiration of the Option Period and shall terminate upon expiration of the term of this Agreement.

If the City elects to exercise its Option or Right of First Refusal, it agrees to pay the fair market value of the Expansion Tract, and the purchase price shall be determined by an appraisal. The appraiser shall be mutually agreeable to the parties, and the City shall bear the cost of the appraisal. Upon payment by the City, the Developer shall immediately convey the Expansion Tract to the City free and clear of liens and encumbrances.

The Developer agrees that the Expansion Tract shall not be in the current floodway or 100-year flood plain as determined by the Federal Emergency Management Agency. The Developer further represents that it owns or will own legal title to the Expansion Tract and has the authority to grant the Option and Right of First Refusal.

(e) The Developer agrees to cooperate and negotiate with the City in good faith regarding future efforts to further regionalize the Regional Wastewater Treatment Plant and wastewater systems serving the Development regarding serving land outside the Development.

(d) The Developer may enter into a reimbursement agreement with the District to seek reimbursement for the costs of the water, wastewater, and drainage facilities referenced in this Section 3.02, as well as, to the extent allowed by law, and the street and road facilities referenced in Section 3.07 below.

Section 3.03 Design Standards for Public Improvements. The Developer shall provide streets, drainage, utilities, parks and recreational facilities according to the Development Plan at Developer's sole cost; provided, however, the Developer may receive reimbursement of certain eligible costs from the District, as referenced in Section 3.02. The Developer shall provide written certification to the City from a professional engineer registered in the state of Texas that the City's then-current design criteria for streets, paving, drainage, and wastewater improvements have been met. Subject to such certification from a registered professional engineer and approval of the plans by the City Engineer, no approval by the Planning Commission or the City Council shall be required. The Developer shall provide water supply facilities to serve the Development in accordance with the then-current design standards of Wellborn Special Utility District.

Section 3.04 Construction of Certain Public Improvements. The streets, paving, water, wastewater, and drainage improvements to serve the Development shall be designed and constructed by or on behalf of the applicable district at the Developer's expense in accordance with the applicable provisions of the Development Ordinance as provided herein, the Service Agreements, and the plans approved by the City Engineer pursuant to Section 3.03 above, as applicable. The Developer and the City acknowledge that they are entering into the Service Agreements which provide, among other things, for the construction of the water and sanitary sewer facilities to serve the Development.

Section 3.05 Impact Fees. The Developer agrees that applicable Impact Fees for water supply capacity, wastewater treatment capacity and roadways, only if provided by the City, as same may be established or adjusted from time to time, to serve the Development will be paid as the Development is developed. The Impact Fees, if any, shall be due prior to the final approval of the respective plat, and capacity will be allocated to such land upon payment.

Section 3.06 Parks and Recreational Facilities/HOA Conveyance. (a) The parties desire to set forth and agree to the extent to which the City's "Parkland Dedication Ordinance," codified as Section 8.8 of the City's Development Ordinance, does not apply to the Development. The Developer has previously presented to the City its plan of development; however, Subsection "D" of the Parkland Dedication Ordinance provides that a developer may be required to make additional parkland dedication or pay a fee in lieu of such dedication if changes in the circumstances of the development result in an increase in the number of dwelling units from what was originally proposed. To avoid future uncertainty in the application of the Parkland Dedication Ordinance to the Development, the City and the Developer agree that neither parkland dedication fees nor parkland dedication shall be required by the City in connection with the platting and development of up to 1500 Dwelling Units, as that term is described in the Parkland Dedication Ordinance, within the Development. The terms of the Parkland Dedication Ordinance shall apply with respect to Dwelling Units platted in the Development in excess of 1500, provided that the City agrees the Developer may pay the fee(s) in lieu where land dedications are required, with such fees being due at the time of final plat approval.

(b) The City will not accept ownership of any parks or other recreational facilities, which shall be maintained by the Millican Reserve Land Conservancy (the "Conservancy") or an HOA, other than as may be set forth herein.

(c) The City will not accept ownership of any of the detention ponds, retention ponds,

or storm water conveyance channels serving the Development (the “Retained Facilities”) upon full annexation and dissolution of a district within the Development, or portion thereof, unless the City and the district agree in writing that a specific facility shall be conveyed to the City for ownership, operation, and maintenance at such time. Prior to the construction of any Retained Facilities by or on behalf of a district, the Developer or a district shall enter into a contract with the Conservancy or HOA, or another entity acceptable to the City, providing that if the district will be dissolved pursuant to any applicable law, the HOA or Conservancy, prior to the effective date of dissolution, will accept conveyance of the Retained Facilities in fee, it being understood and agreed that under no conditions will the City own, operate, or maintain any of the Retained Facilities except for those facilities the City agrees to take ownership of as provided herein, if any. The agreement with the Conservancy or HOA will require the Conservancy or HOA to maintain the detention and retention ponds and stormwater conveyance channels so that they continue to provide the design capacities intended for such facilities.

Section 3.07 Road Facilities. (a) Neither the Developer nor the District, or a district within the Development, will be required by the City to construct any roadway improvements outside of the boundaries of such district other than in accordance with this Agreement and applicable law.

(b) Except as expressly provided for otherwise in this Agreement, all public roads shall be designed and constructed in compliance with the Development Ordinance, as it may be amended from time to time; provided that this requirement shall not be interpreted to require the construction of roads to a standard which the County will not accept for ownership and maintenance. All roads will be constructed to the highest standard that the County will accept and maintain as of the date the City grants final approval of the plat for such section. Specifically, but without limiting the foregoing, if the County agrees to accept concrete roads for ownership and/or maintenance, either by change in policy or by contract with a district or the Developer, the Developer will be required to thereafter construct only concrete roads with respect to development covered by plats which did not receive final approval from the City prior to the County’s change in policy or the effective date of the applicable contract; however, this requirement shall only apply to those sections or types of development covered by such policy change or contract. Plans for construction of roads by the Developer shall be submitted to the City for approval. The Developer will convey public roads to the County upon final completion and subject to final acceptance by the County. Any bridge construction as part of the Development’s system of roads shall meet the stricter of applicable City’s standards or the standards of the Texas Department of Transportation.

The Developer may construct private streets to serve gated sections within the Development; however, such streets shall also be designed and constructed in compliance with the Development Ordinance. Gated sections must allow access to private streets for public safety and emergency service vehicles and personnel using devices or means acceptable to the City. Private streets will be owned and maintained by the HOA in a manner required of in-City homeowners’ associations, and the Developer shall cause the HOA to agree to take ownership and maintenance obligations related to such private streets, including requiring the HOA to establish a fund to finance the proper maintenance of such streets.

(c) The Developer will comply with County and Texas Department of Transportation (“TxDOT”) requirements for a Traffic Impact Analysis (“TIA”). The Developer will be responsible for the costs, design, construction, and implementation of any mitigation measures

within the Development identified in the TIA and required by the County or TxDOT. To the extent the TIA identifies road improvements required outside the boundaries of the Development, the Developer shall be responsible only for those improvements (or portions thereof) that are shown on the TIA as needed because of the development occurring within the Development.

Section 3.08 Public Safety Site. The Developer agrees to dedicate a two (2) acre tract of land within the Development to the City for use as a public safety site within 180 days of receipt of a written request from the City. The parties agree the site will be subject to the Development's restrictive covenants to the degree permitted by applicable law. The site must be acceptable to the City for its intended purposes as determined by the City and must be located on a major street within the Development to allow adequate access to the site by emergency vehicles and personnel.

Section 3.09 Liability of Ultimate Consumer. Ultimate Consumers shall have no liability for the failure of the Developer to comply with the terms of this Agreement and shall only be liable for their own failure to comply with the recorded declaration of restrictive covenants and land use restrictions applicable to the use of their tract or lot.

ARTICLE IV ANNEXATION OF THE DEVELOPMENT

Section 4.01 Annexation by the City. The City agrees to annex land within the Development, or portions thereof, only in accordance with applicable law, this Agreement, and in accordance with the respective SPA, if applicable when in effect. Once in effect, the terms of the SPA shall control the City's annexation of land within the Development.

Section 4.02 Strategic Partnership Agreement. Section 43.0751, Tex. Local Gov't Code (the "Act"), provides for the negotiation and implementation of "strategic partnership agreements" between cities and municipal utility districts, whereby the continued existence of the district and various areas of governmental cooperation may be provided for by agreement. The Developer agrees to work with the District and all other districts within the Development to enter into strategic partnership agreements between the City and such districts in a form substantially similar to the form of agreement attached to the Service Agreements.

Section 4.03 Annexation of Land into a District. No land outside the boundaries of the Development may be annexed into the District or a district within the Development without the prior written consent of the City by ordinance or resolution.

ARTICLE V PROVISIONS FOR DESIGNATED MORTGAGEE

Section 5.01 Notice to Designated Mortgagee. Pursuant to Section 5.03, any Designated Mortgagee shall be entitled to simultaneous notice any time that a provision of this Agreement requires notice to Developer.

Section 5.02 Right of Designated Mortgagee to Cure Default. Any Designated Mortgagee shall have the right, but not the obligation, to cure any default in accordance with the provisions of Section 5.03 and Article VII.

Section 5.03 Designated Mortgagee. At any time after execution and recordation in the Real Property Records of Brazos County, Texas, of any mortgage, deed of trust, or security agreement encumbering land within the Development, or any portion thereof, which obligates the Developer, the Developer (a) shall notify the City in writing that the mortgage, deed of trust, or security agreement has been given and executed by the Developer, and (b) may change the Developer's address for notice pursuant to Section 9.01 to include the address of the Designated Mortgagee to which it desires copies of notice to be provided.

At such time as a release of any such lien is filed in the Real Property Records of Brazos County, Texas, and the Developer gives notice of the release to the City as provided herein, all rights and obligations of the City with respect to the Designated Mortgagee under this Agreement shall terminate.

The City agrees that it may not exercise any remedies of default hereunder unless and until the Designated Mortgagee has been given thirty (30) days' written notice and opportunity to cure (or commences to cure and thereafter continues in good faith and with due diligence to complete the cure) the default complained of. Whenever consent is required to amend a particular provision of this Agreement or to terminate this Agreement, the City and the Developer agree that this Agreement may not be so amended or terminated without the consent of such Designated Mortgagee; provided, however, consent of a Designated Mortgagee shall only be required to the extent the lands mortgaged to such Designated Mortgagee would be affected by such amendment or termination.

Upon foreclosure (or deed in lieu of foreclosure) by a Designated Mortgagee of its security instrument executed by the Developer encumbering land within the Development, such Designated Mortgagee (and its affiliates) and their successors and assigns shall not be liable under this Agreement for any defaults that are in existence at the time of such foreclosure (or deed in lieu of foreclosure). Furthermore, so long as such Designated Mortgagee (or its affiliates) is only maintaining the land within the Development and marketing it for sale and is not actively involved in the development of such land, such Designated Mortgagee (and its affiliates) shall not be liable under this Agreement. Upon foreclosure (or deed in lieu of foreclosure) by a Designated Mortgagee, any development of the property shall be in accordance with this Agreement.

If the Designated Mortgagee and/or any of its affiliates and their respective successors and assigns, undertakes development activity, the Designated Mortgagee shall be bound by the terms of this Agreement. However, under no circumstances shall such Designated Mortgagee ever have liability for matters arising either prior to, or subsequent to, its actual period of ownership of the Development, or a portion thereof, acquired through foreclosure (or deed in lieu of foreclosure).

ARTICLE VI PROVISIONS FOR DEVELOPER

Section 6.01 Waiver of Actions Under Private Real Property Rights Preservation Act. The Developer hereby waives its right, if any, to assert any causes of action against the City accruing under the Private Real Property Rights Preservation Act, Chapter 2007, Texas Government Code (the "Act"), that the City's execution or performance of this Agreement or any authorized amendment or supplements thereto may constitute, either now or in the future, a

"Taking" of Developer's, Developer's grantee's, or a grantee's successor's "Private Real Property," as such terms are defined in the Act. Provided, however, that this waiver does not apply to, and the Developer and Developer's grantees and successors do not waive their rights under the Act to assert a claim under the Act for any action taken by the City beyond the scope of this Agreement which otherwise may give rise to a cause of action under the Act.

ARTICLE VII

MATERIAL BREACH, NOTICE AND REMEDIES

Section 7.01 Material Breach of Agreement. It is the intention of the parties to this Agreement that the Development be developed in accordance with the terms of this Agreement and that Developer follow the development plans as set out in the Development Plan.

(a) The parties acknowledge and agree that any major deviation from the Development Plan and the concepts of development contained therein and any substantial deviation by Developer from the material terms of this Agreement would frustrate the intent of this Agreement, and therefore, would be a material breach of this Agreement. A material breach of this Agreement by Developer shall be deemed to have occurred in any of the following instances:

1. Developer's failure to develop the Development in compliance with the approved Development Plan, as may be from time to time amended; or Developer's failure to secure the City's approval of any material or significant modification or amendment to the Development Plan;
2. Failure of the Developer to approve or consent to any annexation of territory by the City in accordance with this Agreement; or
3. Failure of the Developer to substantially comply with a provision of this Agreement or a City ordinance applicable to the Development.

(b) The parties agree that nothing in this Agreement can compel the Developer to proceed or continue to develop the Development within any time period.

(c) The parties acknowledge and agree that any substantial deviation by the City from the material terms of this Agreement would frustrate the intent of this Agreement and, therefore, would be a material breach of this Agreement. A material breach of this Agreement by the City shall be deemed to have occurred in any of the following instances:

1. The imposition or attempted imposition of any moratorium on building or growth on the Development prohibited by State law or this Agreement;
2. The imposition of a requirement to provide regionalization or oversizing of public utilities through some method substantially or materially different than the plan set forth in this Agreement or the Service Agreements except as may be mutually agreed upon otherwise in writing by the parties;
3. An attempt by the City to annex, in whole or in part, the property within the Development prior to the occurrence of the conditions set forth in Section 4.01 of this Agreement;
4. An attempt by the City to enforce any City ordinance within the Development that

is inconsistent with the terms and conditions of this Agreement;

5. An attempt by the City to require modification or amendment of the Development Plan where it complies with the requirements of this Agreement; or

6. An attempt by the City to unreasonably withhold approval of a plat of land within the Development that complies with the requirements of this Agreement.

In the event that a party to this Agreement believes that another party has, by act or omission, committed a material breach of this Agreement, the provisions of this Article VII shall provide the remedies for such default.

Section 7.02 Notice of Developer's Default.

(a) The City shall notify the Developer and each Designated Mortgagee in writing of an alleged failure by the Developer or Designated Mortgagee to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The alleged defaulting Developer shall, within thirty (30) days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

(b) The City shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the alleged defaulting Developer or a Designated Mortgagee. The alleged defaulting Developer or Designated Mortgagee shall make available to the City, if requested, any records, documents or other information necessary to make the determination.

(c) In the event that the City determines that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City, or that such failure is excusable, such determination shall conclude the investigation.

(d) If the City determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the alleged defaulting Developer or a Designated Mortgagee in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City Council may proceed to mediation under Section 7.04 and subsequently exercise the applicable remedy under Section 7.05.

Section 7.03 Notice of City's Default.

(a) The Developer shall notify the City in writing of an alleged failure by the City to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The City shall, within thirty (30) days after receipt of such notice or such longer period of time as the Developer may specify in such notice, either cure such alleged failure or, in a written response to the Developer, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

(b) The Developer shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the City. The City shall make available to the Developer, if requested, any records, documents or other information necessary to make the determination.

(c) In the event that the Developer determines that such failure has not occurred or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the Developer, or that such failure is excusable, such determination shall conclude the investigation.

(d) If the Developer determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to the Developer, then the Developer may proceed to mediation under Section 7.04 and subsequently exercise the applicable remedy under Section 7.05.

Section 7.04 Mediation. In the event the parties to this Agreement cannot, within a reasonable time, resolve their dispute pursuant to the procedures described in Sections 7.02 or 7.03, the parties agree to submit the disputed issue to non-binding mediation. The parties shall participate in good faith, but in no event shall they be obligated to pursue mediation that does not resolve the issue within seven (7) days after the mediation is initiated or fourteen (14) days after mediation is requested. The parties participating in the mediation shall share the costs of the mediation equally.

Section 7.05 Remedies.

(a) In the event of a determination by the City that the Developer has committed a material breach of this Agreement that is not resolved in mediation pursuant to Section 7.04, the City may file suit in a court of competent jurisdiction in Brazos County, Texas, and seek any relief available at law or in equity, including, but not limited to, seek damages to the fullest extent allowed by law, seek specific performance, or seek an action under the Uniform Declaratory Judgment Act. The City may also terminate this Agreement or refuse to approve any future development plats as to the breaching Developer until the breach or default is cured.

(b) In the event of a determination by a Developer that the City has committed a material breach of this Agreement that is not resolved in mediation pursuant to Section 7.04, the Developer may file suit in a court of competent jurisdiction in Brazos County, Texas, and seek any relief available, at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act to enforce compliance with or termination of this Agreement.

ARTICLE VIII BINDING AGREEMENT, TERM, AMENDMENT, AND ASSIGNMENT

Section 8.01 Beneficiaries. This Agreement shall bind and inure to the benefit of the City and the Developer, their respective successors and assigns, including Affiliates, and shall not be construed to confer any benefit on any other person except as expressly provided herein. In addition to the City and the Developer, Designated Mortgagees, and their respective successors or assigns, shall also be deemed beneficiaries to this Agreement to the degree set forth in this

Agreement. The terms of this Agreement shall constitute covenants running with the land and shall be binding on all future developers and owners of any portion of the Development, other than Ultimate Consumers (except to the extent set forth in Section 3.09 above). Notwithstanding the foregoing statement, an Ultimate Consumer shall be bound by the Developer's waiver of rights described in Section 6.01. A memorandum of this Agreement, in substantially the form attached hereto as **Exhibit C**, shall be recorded in the County Clerk Official Records of Brazos County, Texas, covering the Development.

Section 8.02 Term. This Agreement shall bind the parties and continue for thirty (30) years from the date of this Agreement, unless terminated on an earlier date pursuant to other provisions or by express written agreement executed by the City and Developer. Upon the expiration of thirty (30) years from the date of this Agreement, this Agreement may be extended, at the Developer's request and with City Council approval, for successive one-year periods.

Section 8.03 Termination. In the event this Agreement is terminated as provided in this Agreement or is terminated pursuant to other provisions, or is terminated by mutual agreement of the parties, the parties shall promptly execute and file of record, in the County Clerk Official Records of Brazos County, a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurred.

Section 8.04 Assignment or Sale. If the Developer proposes to sell substantially all of the Development, or all of the land within the Development owned at such time by the Developer, to a third party other than an Affiliate, the Developer shall provide prior written notice of such sale to the City. Sales of smaller portions of the Development or land do not require such prior written notice. Any person who acquires the Development or any portion of the Development, except for an Ultimate Consumer whose liability is defined in Section 3.09 above, shall take the Development subject to all of the terms of this Agreement. The terms of this Agreement are binding upon Developer, its successors and assigns, including Affiliates, as provided in Section 8.01 above. The Developer's assignee shall acquire the rights and obligations of the Developer; however, the Developer shall retain ultimate responsibility for complying with the terms of this Agreement as discussed below unless the Developer and assignee enter into a written assignment agreement in a form satisfactory to the City, and the City agrees in writing to such assignment, not to be unreasonably withheld. No such written assignment agreement shall be required for an assignment to an Affiliate or to a purchaser of less than substantially all of the Development. Any contract, agreement to sell land, or instrument of conveyance of land which is a part of the Development, other than to an Ultimate Consumer or an Affiliate, shall recite and incorporate this Agreement as binding on any purchaser or assignee.

The City and the Developer hereby acknowledge and agree that, subject to this Section 8.04, the Developer may sell all or a portion of the Development to one or more Persons who shall be bound by this Agreement and perform the obligations of Developer hereunder, provided that the Developer shall retain ultimate responsibility for complying with the terms of this Agreement unless the City expressly agrees in writing that the purchaser shall be responsible for and perform the Developer's obligations, upon which the Developer shall be relieved of its rights and obligations hereunder.

Section 8.05 Transfer of Control of Developer. The Developer shall promptly notify the City in writing prior to any substantial change in ownership or control of that Developer. As used herein, the words "substantial change in ownership or control" shall mean a change of more than 49% of the stock or equitable ownership of a Developer. Any contract or agreement for the sale, transfer, or assignment of control or ownership of a Developer shall recite and incorporate this Agreement as binding on any purchaser, transferee, or assignee.

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 9.01 Notice. The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (a) by delivering the same in person, (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified; (c) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified, or (d) by sending the same by telefax with confirming copy sent by mail. Any notice required to be given by a party to a Designated Mortgagee shall be given as provided above at the address designated upon the identification of the Designated Mortgagee in writing. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

City:	City of College Station P. O. Box 9960 1101 Texas Ave. College Station, TX 77842 Attn: City Manager and City Attorney
Developer:	Rock Barn Corporation 1301 Rock Barn Road, #300 College Station, TX 77845 Attn. Mr. Chad Murphy and Mr. Jack McFarlane
District:	Brazos County Municipal Utility District No. 2 c/o Allen Boone Humphries Robinson LLP 3200 Southwest Freeway, Suite 2600 Houston, Texas 77027 Attn: Jessica Holoubek

The parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America

by giving at least five (5) days written notice to the other parties. Developer shall have the obligation to notify City if Designated Mortgagee changes its address in the same manner by written notice to all of the parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

Section 9.02 Time. Time is of the essence in all things pertaining to the performance of this Agreement.

Section 9.03 Severability. If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected.

Section 9.04 Waiver. Any failure by a party hereto to insist upon strict performance by the other party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 9.05 Applicable Law and Venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Brazos County, Texas.

Section 9.06 Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws.

Section 9.07 Further Documents. The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to effectuate the terms of this Agreement.

Section 9.08 Incorporation of Exhibits and Other Documents by Reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

Section 9.09 Effect of State and Federal Laws. Notwithstanding any other provision of this Agreement, Developer, its successors or assigns, shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well as any City ordinances not in conflict with this Agreement, and any rules implementing such statutes or regulations.

Section 9.10 Authority for Execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter and City ordinances. The Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreements of such entities.

EXHIBITS:

Exhibit “A” Legal description of the Development

Exhibit “B” the Development Plan for the Development

Exhibit “C” Memorandum of Agreement

Exhibit “D” Development Ordinance

Exhibit “E” Legal Description of the Tract

[Signature pages follow.]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of
the _____ day of _____, 2019.

CITY OF COLLEGE STATION, TEXAS

ATTEST:

APPROVED:

CITY SECRETARY

CITY ATTORNEY

MILLICAN LAND DEVELOPMENT, LLC,
a Texas limited liability company

By: _____
Michael R. McFarlane
Manager

ROCK BARN CONSERVATION PARTNERS,
LLC, a Texas limited liability company

By: _____
John E. McFarlane, Jr.
Member

RB MEADOWS, LLC

By: _____

Name: _____

Title: _____

EXHIBIT A **THE DEVELOPMENT**

Peach Creek Partners, LTD., et al
2,354 Acres in Two Tracts

Various Surveys in southern Brazos County

Tract One

STATE OF TEXAS §

COUNTY OF BRAZOS §

A METES AND BOUNDS description of a certain 2,451 acre tract of land out of the following surveys:

Jose Maria Barrera Survey, Abstract No. 67,
Jose Maria Barrera Survey, Abstract No. 68,
Jose Maria Barrera Survey, Abstract No. 69,
Jesse Evans Survey, Abstract No. 110,
Thomas Henry Survey, Abstract No. 130,
Andrew D. Houston Survey, Abstract No. 133,
Henry G. Hudson Survey, Abstract No. 140,
Henry G. Hudson Survey, Abstract No. 141,
Archibald D. Lancaster Survey, Abstract No. 151,
Archibald McLaughlin Survey, Abstract No. 158,
Thomas H. Mays Survey, Abstract No. 161,
Andrew Miller Survey, Abstract No. 165,
Bartlett McGregor Survey, Abstract No. 171,
Diadem Millican Survey, Abstract No. 178,
Jefferson P. Mitchell Survey, Abstract No. 179,
Clement Raney Survey, Abstract No. 201,
John W. Stewart Survey, Abstract No. 213,

in Brazos County, Texas, being all or part of the following described properties:

1. a called 82.453 acre tract to RB Ventures I, LLC, recorded in Volume 12300, Page 5, of the Official Public Records of Brazos County, Texas, (OPRBCT),
2. a called 94.048 acre tract to RB Ventures I, LLC, recorded in Volume 12300, Page 20, OPRBCT,
3. a called 10.001 acre tract to John E. McFarlane, Jr. and Erin M. McFarlane, recorded in Volume 9422, Page 180, OPRBCT,
4. a called 122.98 acres (Tract One) to 5271 Memorial Partners, LTD., as recorded in Volume 6396, Page 106, OPRBCT,
5. various tracts to Peach Creek Partners, LTD., being described as follows:
 - a. All of a called 76.698 acre tract to Peach Creek Partners described in Volume 12300, Page 13, OPRBCT,
 - b. A portion of a called 39.705 acre tract to Peach Creek Partners, LTD., described in Volume 12468, Page 57, OPRBCT,
 - c. All of a called 49.78 acre tract to Peach Creek Partners, LTD., described in Volume 8913, Page 80, OPRBCT,
 - d. A portion of a called 62.568 acre tract to Peach Creek Partners, LTD., described in Volume 5070, Page 71, OPRBCT,
 - e. A portion of a called 235.123 acre tract to Peach Creek Partners, LTD., described in Volume 04227, Page 00135, OPRBCT,

- f. Portions of the property conveyed to Peach Creek Partners, LTD., as recorded in Volume 04227, Page 00119, OPRBCT, also described in Volume 04227, Page 00145, OPRBCT, as follows:
1. A portion of a called 167.36 acre tract as described in Exhibit A,
 2. A portion of a called 1215.830 acre tract described as Tract One, Exhibit B,
 3. A portion of a called 1213.537 acre tract described as Tract Two, Exhibit B,
 4. All of a called 141.460 acre tract described as Tract Three, Exhibit B,

Said 2,451 acres being more particularly described by metes and bounds as follows with all bearings being based on the most north line of said 1215.830 acre tract having a record bearing of South 88°34'00" East recorded in Volume 04227, Page 00145, OPRBCT;

BEGINNING at the southwest corner of the 1215.830 acres conveyed to Peach Creek Partners, LTD, recorded in Volume 4227, Page 145, OPRBCT;

THENCE, North 02°07'00" East, along a west line of said 1215.830 acre tract, 1855.56 feet to a point for corner;

THENCE, North 01°03'00" East, continuing along a west line of said 1215.830 acre tract, 479.44 feet to a point for corner in the southwest line of the Atchison, Topeka, and Santa Fe Railway Company railroad right-of-way;

THENCE, North 01°05'00" West, crossing said railroad right-of-way and the right-of-way of Farm to Market Highway No. 2154 a distance of 248.61 feet to a point for corner in the northeast line of said FM 2154 right-of-way;

THENCE, North 01°12'41" West, continuing along a west line of said 1215.830 acre tract, 782.28 feet to a point for corner, being the southwest corner of a 26.587 acre tract conveyed as a 1/2 undivided interest to DuBois Children's Limited Partnership, LTD, recorded in Volume 12468, Page 57, OPRBCT;

THENCE, along the south and east lines of said 26.587 acre tract the following five (5) courses and distances:

1. North 88°11'03" East, a distance of 371.48 feet to a point for corner;
2. North 68°06'25" East, a distance of 581.47 feet to a point for corner;
3. North 21°30'46" West, a distance of 343.01 feet to a point for corner, being the beginning of a tangent curve to the right;
4. with a curve to the right, having an arc length of 1157.30 feet, a radius of 3000.00 feet, a delta angle of 22°06'10", and a chord bearing of North 10°27'41" West 1150.14 feet, to a point for corner marking a point of tangency;
5. North 00°35'24" East, passing at a distance of 86.88 feet the northeast corner of said 26.587 acre tract and the southeast corner of a called 5.763 acre tract conveyed to DuBois Children's Limited Partnership, LTD, recorded in Volume 12468, Page 57, OPRBCT, continuing in all a total distance of 508.48 feet to a point for corner in the south line of an 86.835 acre tract conveyed to Millican DPC Partners, LP, recorded in Volume 9981, Page 290, OPRBCT;

THENCE, North 69°40'32" East, with the south line of said 86.835 acre tract, 2301.29 feet to a point for corner being the south corner of a 10.445 acre tract conveyed to John T. Jaques and Kamela A. Jaques recorded in Volume 9286, Page 43, OPRBCT, and corrected as an 11.972 acre tract in Volume 9981, Page 276, OPRBCT;

THENCE, North 69°40'33" East, with the southeast line of said Jaques tract and the southeast line of the remainder of a 103.4 acre tract conveyed to Millican DPC Partners, LP, recorded in Volume 9981, Page 276, a distance of 1644.73 feet to a point for corner;

THENCE, North 00°11'39" West, with the east line of the remainder of said 103.4 acre tract a distance of 944.63 feet to a point for corner in a west line of aforementioned 1215.830 acre tract;

THENCE, with the west and north lines of said 1215.830 acre tract, the following four (4) courses and distances:

1. North 00°03'00" East, 937.50 feet to a point for corner;
2. North 19°35'00" West, 460.00 feet to a point for corner;
3. North 13°17'00" East, 680.56 feet to a point for corner;
4. South 88°34'00" East, 1930.00 feet to a point for corner, being the northeast corner of said 1215.830 acre tract and the northwest corner of a called 235.123 acre tract conveyed to Peach Creek Partners, LTD, recorded in Volume 4227, Page 135, OPRBCT;

THENCE, with the north line of said 235.123 acre tract, the following four (4) courses and distances:

1. North 87°19'00" East, 219.61 feet to a point for corner;
2. North 87°50'00" East, 1157.69 feet to a point for corner;
3. North 60°08'00" East, 136.11 feet to a point for corner;
4. North 47°16'00" East, 246.14 feet to a point for corner, being the northeast corner of said 235.123 acre tract and the most westerly northwest corner of a called 1213.537 acre tract conveyed to Peach Creek Partners, LTD, recorded in Volume 4227, Page 145, OPRBCT;

THENCE, with the north line of said 1213.537 acre tract, the following three (3) courses and distances:

1. North 47°28'00" East, 173.89 feet to a point for corner;
2. South 64°25'00" East, 234.17 feet to a point for corner;
3. North 62°30'00" East, 637.50 feet to a point for corner, being a northeast corner of said 1213.537 acre tract and the northwest corner of a called 141.460 acre tract (Tract Three) conveyed to Peach Creek Partners, LTD, recorded in Volume 4227, Page 145, OPRBCT;

THENCE, North 89°21'00" East, along the north line of said 141.460 acre tract, 2494.56 feet to a point for corner, being said tract's northeast corner and being in the west line of a 94.048 acre tract conveyed to RB Ventures I, LLC, recorded in Volume 12300, Page 20, OPRBCT;

THENCE, with the west and north lines of said 94.048 acre tract, the following seven (7) courses and distances:

1. North 00°10'21" West, 2075.08 feet to a point for corner;
2. North 40°29'41" West, 18.39 feet to a point for corner;
3. North 04°05'22" West, 102.71 feet to a point for corner;

4. North 70°09'13" East, 92.81 feet to a point for corner;
5. South 88°43'16" East, 348.00 feet to a point for corner;
6. North 88°03'52" East, 297.93 feet to a point for corner;
7. South 89°58'11" East, 538.46 feet to a point for corner, being the northeast corner of said 94.048 acre tract and the northwest corner of a called 10.001 acre tract conveyed to John E. McFarlane, Jr., and Erin M. McFarlane, recorded in Volume 9422, Page 180, OPRBCT;

THENCE, North 85°28'53" East, along the north line of said 10.001 acre tract, 491.52 feet to a point for corner;

THENCE, South 89°47'44" East, passing the northeast corner of said 10.001 acre tract being a northwest corner of an 82.453 acre tract conveyed to RB Ventures I, LLC, recorded in Volume 12300, Page 5, OPRBCT, continuing with the north line of said 82.453 acre tract, for a total distance of 999.70 feet to a point for corner at a northwesterly interior corner of aforementioned 1213.537 acre tract;

THENCE, North 00°17'51" East, with a west line of said 1213.537 acre tract, 1592.78 feet to a point for corner in the southwest right-of-way of State Highway No. 6, being the southwest corner of a called 0.205 acre tract conveyed to the State of Texas by Correction and Substitute Deed for Highway Purposes recorded in Volume 1034, Page 464, OPRBCT;

THENCE, South 47°21'49" East, with the south line of said 0.205 acre tract, 81.40 feet to a point for corner at the south corner of said 0.205 acre tract, being in an east line of said 1213.537 acre tract;

THENCE, South 00°18'00" West, with an east line of said 1213.537 acre tract, 1537.89 feet to a point for corner in a north line of aforementioned 82.453 acre tract;

THENCE, North 89°59'15" East, with a north line of said 82.453 acre tract, 579.03 feet to a point for corner;

THENCE, North 02°18'53" East, with a west line of said 82.453 acre tract, 795.80 feet to a point for corner in the southwest right-of-way of State Highway No. 6;

THENCE, with the northeast line of said 82.453 acre tract and the southwest right-of-way of State Highway No. 6, the following two (2) courses and distances:

1. South 39°30'34" East, 1524.59 feet to a point for corner;
2. South 21°04'28" East, 103.75 feet to a point for corner;

THENCE, South 39°30'37" East, continuing along the northeast line of said 82.453 acre tract and the southwest right-of-way of State Highway No. 6, and the northeast line of a 122.98 acre tract conveyed to 5271 Memorial Partners, LTD, recorded in Volume 6396, Page 106, OPRBCT, 695.27 feet to a point for corner;

THENCE, with the northeast line of said 122.98 acre tract and the southwest right-of-way of State Highway No. 6, the following two (2) courses and distances:

1. South 57°56'43" East, 103.75 feet to a point for corner;
2. South 38°31'33" East, 875.20 feet to a point for corner;

THENCE, South 45°50'47" East, with the northeast line of said 122.98 acre tract and the southwest right-of-way of State Highway No. 6, and the northeast line of the remainder of a 62.568 acre tract conveyed to Peach Creek Partners, LTD, recorded in Volume 5070, Page 71, OPRBCT, and the southwest line of a 3.40 acre tract conveyed to the State of Texas, recorded in Volume 8298, Page 210, OPRBCT, 772.94 feet to a point for corner;

THENCE, with the common line of the remainder of said 62.568 acre tract and said 3.40 acre tract the following four (4) courses and distances:

1. South 51°12'31" East, 656.57 feet to a point for corner;
2. South 44°54'54" East, 131.60 feet to a point for corner;
3. South 26°04'06" East, 392.45 feet to a point for corner;
4. South 36°19'45" East, 382.02 feet to a point for corner in the east line of the remainder of said 62.568 acre tract;

THENCE, South 00°47'15" West, with said east line, 573.29 feet to a point for corner;

THENCE, North 89°51'33" West, with the south line of said 62.568 acre tract, 1680.30 feet to a point for corner in the east line of the remainder of a called 167.36 acre tract conveyed to Peach Creek Partners, LTD, recorded in Volume 4227, Page 145, OPRBCT;

THENCE, South 04°44'48" East, with an east line of said 167.36 acre tract, 433.00 feet to a point for corner;

THENCE, South 06°46'55" East, with an east line of said 167.36 acre tract, 135.30 feet to a point for corner, being the southeast corner of the said 167.36 acre tract;

THENCE, South 89°22'57" West, with the south line of said 167.36 acre tract, 1242.81 feet to a point for corner, being the southwest corner of the said 167.36 acre tract, being a southeasterly corner of aforementioned 1213.537 acre tract;

THENCE, with a south and east line of said 1213.537 acre tract the following three (3) courses and distances:

1. South 62°54'00" West, 584.17 feet to a point for corner;
2. South 88°50'00" West, 719.72 feet to a point for corner
3. South 00°38'00" West, 804.21 feet to a point for corner being the northeast corner of a called 86.34 acre tract conveyed to William T. Fleming, Jr., recorded in Volume 788, Page 200, OPRBCT;

THENCE, along the northwesterly lines of said 86.34 acre tract the following nine (9) courses and distances:

1. South 77°17'16" West, 136.69 feet to a point for corner;
2. South 82°08'15" West, 120.51 feet to a point for corner;
3. South 70°46'57" West, 189.57 feet to a point for corner;
4. South 74°28'57" West, 113.24 feet to a point for corner;
5. South 16°36'47" West, 113.98 feet to a point for corner;
6. South 31°03'50" West, 535.38 feet to a point for corner;

7. South 52°58'32" West, 359.09 feet to a point for corner;
8. South 37°03'08" West, 144.24 feet to a point for corner;
9. South 21°07'44" West, 2044.38 feet to a point for corner, being the southwest corner of said 86.34 acre tract being in a south line of said 1213.537 acre tract;

THENCE, with a south line of said 1213.537 acre tract, the following two (2) courses and distances:

1. South 88°49'00" West, 778.72 feet to a point for corner;
2. South 89°46'00" West, 1873.06 feet to a point for corner, being a southwest corner of the said 1213.537 acre tract, being the southeast corner of a called 49.78 acre tract conveyed to Peach Creek Partners, LTD, recorded in Volume 8913, Page 80, OPRBCT;

THENCE, South 89°38'14" West, with a south line of said 49.78 acre tract, 850.00 feet to a point for corner;

THENCE, South 01°20'44" East, with an east line of said 49.78 acre tract, 368.68 feet to a point for corner;

THENCE, South 89°31'04" West, with a south line of said 49.78 acre tract, 936.99 feet to a point for corner, being the southwest corner of the said 49.78 acre tract, being the southeast corner of aforementioned 235.123 acre tract to Peach Creek Partners, LTD;

THENCE, North 89°58'00" West, with the south line of said 235.123 acre tract, 1643.19 feet to a point for corner;

THENCE, North 35°38'00" West, with a southwesterly line of said 235.123 acre tract, 51.81 feet to a point for corner, being a southeast corner of aforementioned 1215.830 acre tract to Peach Creek Partners, LTD;

THENCE, with southerly and easterly lines of said 1215.830 acre tract the following five (5) courses and distances:

1. South 87°08'00" West, 828.06 feet to a point for corner;
2. South 00°53'00" East, 2083.06 feet to a point for corner;
3. South 02°02'00" East, 728.06 feet to a point for corner;
4. South 89°04'00" West, 1217.50 feet to a point for corner;
5. South 04°27'00" West, 850.83 feet to a point for corner in the northeast right-of-way of aforementioned FM 2154;

THENCE, North 71°13'00" West, with the northeast right-of-way of FM 2154, 485.83 feet to a point for corner;

THENCE, South 32°36'00" West, crossing the right-of-way of FM 2154 and the Atchison, Topeka, and Santa Fe Railway Company railroad right-of-way, 203.06 feet to a point for corner;

THENCE, with southerly lines of said 1215.830 acre tract the following five (5) courses and distances:

1. North 89°15'00" West, 380.83 feet to a point for corner;
2. South 89°10'00" West, 691.94 feet to a point for corner;
3. South 77°51'00" West, 71.11 feet to a point for corner;

4. North 89°33'00" West, 1027.78 feet to a point for corner;
5. North 89°47'01" West, 1406.14 feet to the **POINT OF BEGINNING, CONTAINING** 2,451 acres of land in Brazos County, Texas; **SAVE AND EXCEPT** all of that called 83.159 acre tract of described in a Distribution General Warranty Deed to Peach Creek Partners, LTD, from Millican DPC Partners, LP, recorded in Volume 12536, Page 288, OPRBCT, and 19.559 acres in the H.&T.C.R.R. (A.T.&S.F.R.R.) right-of-way and Farm to Market Highway No. 2154 as described in Volume 04227, Page 00145, OPRBCT, for a **NET TOTAL** of 2,348 acres.

Tract Two

STATE OF TEXAS §

COUNTY OF BRAZOS §

A METES AND BOUNDS description of a certain 5.097 acre tract of land, lying and being situated in the T. H. Mays Survey, Abstract No. 161, Brazos County, Texas, and being all of the called 5.097 acre tract described in the deed from Joe Marino to Travis I. Williams and wife, Rosie Lee Williams, as recorded in Volume 725, Page 11, of the Official Records of Brazos County, Texas, said 5.097 acre tract being more particularly described by metes and bounds as follows with all bearings based on the most north line of said 5.097 acre tract having a record bearing of due West recorded in Volume 04227, Page 00145, OPRBCT;

BEGINNING at the most easterly northeast corner of the said 5.097 acre tract, same being in the west right-of-way line of Farm to Market Road No. 159 (80' right-of-way);

THENCE, Due West, along the most easterly north line of the said 5.097 acre tract, same being the south line of the 5.097 acre tract described in Volume 3206, Page 78, of the Official Records of Brazos County, Texas, for a distance of 1180.72 feet to a point for corner at the Interior ell corner of the 5.097 acre tract (725/11);

THENCE, Due North, along the common line between the said 5.097 acre tracts for a distance of 184.20 feet to a point for the northwest corner of the 5.097 acre tract (3206/78), same being the most northerly and westerly northeast corner of the 5.097 acre tract (725/11);

THENCE, Due West, along the north line of the said 5.097 acre tract (725/11), same being the south line of the 10.194 acre (Tract 2), described in Volume 461, Page 583, of the Deed Records of Brazos County, Texas, 887.45 feet to a point for corner, being the northwest corner of the 5.097 tract, same being the southwest corner of the 10.194 acre tract;

THENCE, along the west line of the said 5.097 acre tract, the following two (2) courses and distances:

1. S 06° 10' 14" E, 131.08 feet to a point for corner;
2. S 19° 46' 27" E, 89.13 feet to a point for corner, being the southwest corner of the 5.097 acre tract;

THENCE, Due East, along the south line of the said 5.097 acre tract, same being the north line of the 40.90 acre tract described in Volume 329, Page 34, of the Deed Records of Brazos County, Texas, a

Peach Creek Partners, LTD., et al
2,354 Acres in Two Tracts

Various Surveys in southern Brazos County

distance of 2015.86 feet to a point for the southeast corner of the 5.097 acre tract in the west right-of-way line of FM No. 159;

THENCE, N 15° 03' 06" E, along the west right-of-way line of FM No. 159, 31.07 feet to the **PLACE OF BEGINNING, CONTAINING 5.097 acres of land.**

FOR A POLITICAL BOUNDARY ACREAGE TOTALLING 2,354 ACRES.

The metes and bounds descriptions of Tract One and Tract Two were prepared under 22 TAC §663.21, do not reflect the results of an on the ground survey, and are not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which they were prepared.

A separate plat bearing DWG No. 1216 was prepared in conjunction with the two foregoing metes and bounds descriptions and is available in the offices of Jones and Carter in Bryan, Texas.

S:\0-Job\13704 Rock Barn Conservation Partners\13704-0001-00 Millican Reserve District
Creation\SURVEY\SURVEY\DOCS\2354 Acre Consent Desc.docx

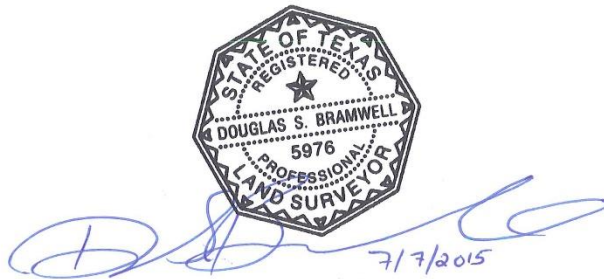
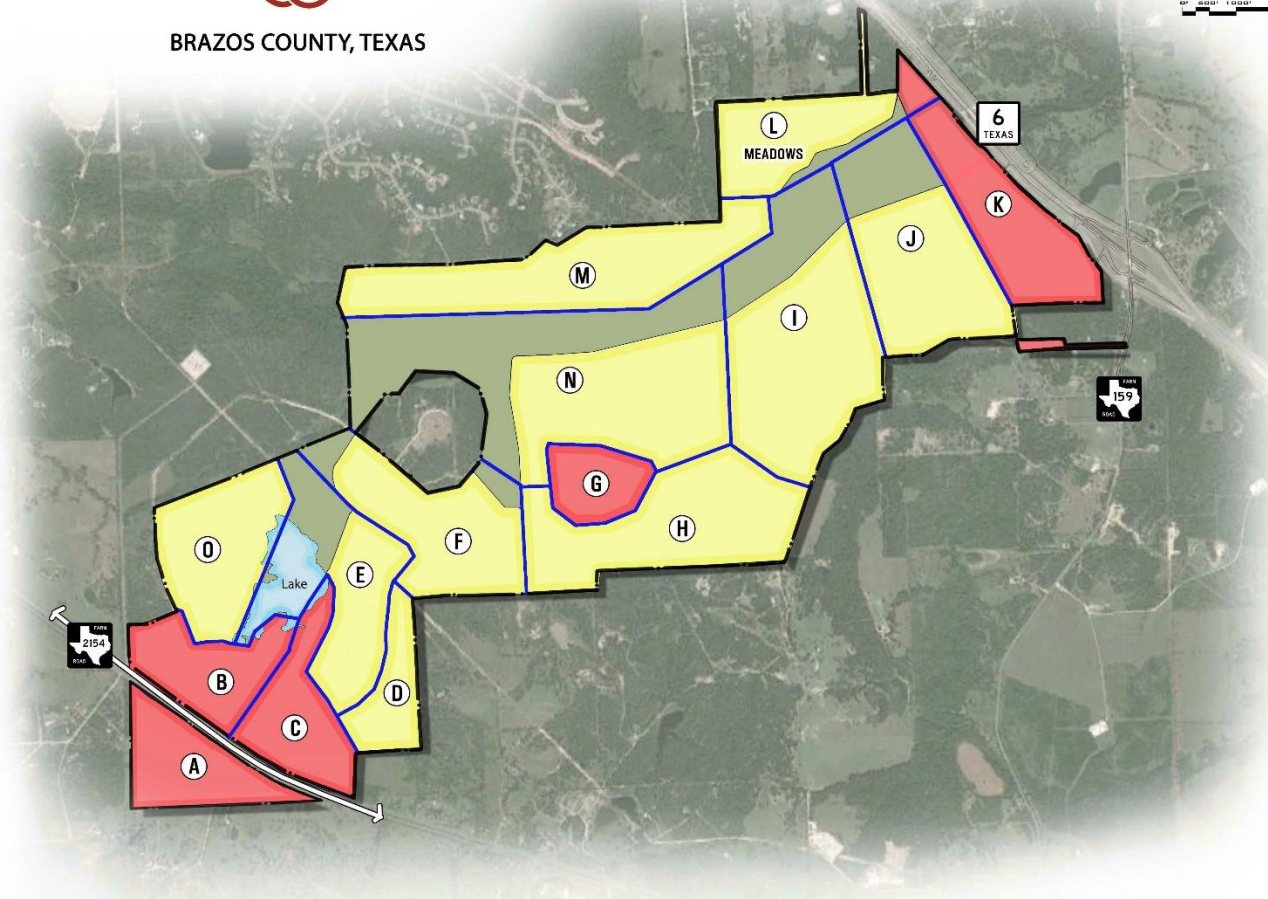


EXHIBIT B THE DEVELOPMENT PLAN

MILLICAN  RESERVE
BRAZOS COUNTY, TEXAS



PARCEL BREAKDOWN				
PARCEL ID	RESIDENTIAL AC. ⁽¹⁾	COMMERCIAL AC.	CONSERVATION AC.	TOTAL AC.
A	-	87	-	87
B	-	90	-	90
C	-	95	-	95
D	58	-	-	58
E	89	-	75	164
F	137	-	21	158
G	-	54	-	54
H	192	-	-	192
J	217	-	67	284
K	147	-	52	199
L	-	134	-	134
L (Meadows) ⁽³⁾	96	12	13	121
M	204	-	-	204
N	185	-	188	383
O	131	-	-	131
Grand Totals	1,466 ⁽²⁾	472	416	2,354

(1) This preliminary Land Use Plan includes approximately 150 acres of multi-family in locations that will be determined through the preliminary planning process of each parcel. It is intended that the total multi-family use throughout the development will encompass approximately 150 acres or 10% of the total residential acreages.

(2) Includes approximately 130 acres of multi-family (10%).

(3) The Meadows is currently being developed.

Exhibit "B" Development Plan

DATE: 05.23.2019

THIS PLAN WAS PREPARED USING REASONABLY RELIABLE SOURCES AND IS SUBJECT TO CHANGE PENDING A DETAILED BOUNDARY SURVEY. THIS PLAN HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY. ADDITIONAL STREETS AND/OR DRAINAGE PROVISIONS MAY BE REQUIRED. THIS PLAN IS AN ARTIST'S CONCEPTION AND IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. ALL PLANS FOR FACILITIES OR LAND USES ARE SUBJECT TO CHANGE WITHOUT NOTICE.



EXHIBIT C
MEMORANDUM OF AGREEMENT

THE STATE OF TEXAS	§	
	§	KNOW EVERYONE BY THESE PRESENTS:
COUNTY OF BRAZOS	§	

A Development Agreement (the “Agreement”) was made and entered into as of _____, 2019, by and between the City of College Station, Texas (the “City”), a municipal corporation in Brazos County, Texas, acting by and through its governing body, the City Council of the City of College Station, Texas; Millican Land Development, LLC, a Texas limited liability company; RB Meadows, LLC, a Texas limited liability company; and Rock Barn Conservation Partners, LLC, a Texas limited liability company (collectively, the "Developer").

The Developer (in addition to certain Ultimate Consumer) owns approximately 2,354 acres of land more particularly described in Exhibit “A” attached hereto (the “Development”).

The purpose of the Agreement is to define the City’s regulatory authority over development within the Development, to establish certain restrictions and commitments imposed and made in connection with the development of the land within the Development, and to identify and establish a land plan and guidelines for development within the Development.

A copy of the Agreement, and all exhibits, and supplements or amendments thereto, may be obtained from the City Secretary of the City of College Station, Texas, upon payment of duplicating costs.

[EXECUTION PAGES FOLLOW]

EXECUTED as of _____, 2019.

CITY OF COLLEGE STATION, TEXAS

ATTEST:

APPROVED:

CITY SECRETARY

CITY ATTORNEY

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this ____ day of _____, 2019, by _____, as Mayor of the City of College Station, Texas, a Texas municipal corporation, on behalf of said corporation.

(NOTARY SEAL)

Notary Public, State of Texas

EXHIBIT D
DEVELOPMENT ORDINANCE

Applicability of Unified Development Ordinance (UDO) Standards shall be as follows:

The UDO shall apply pursuant to applicable law, including the UDO itself. Additionally, pursuant to this Agreement the parties agree that the following shall apply to the Development as set forth below. In the event of a conflict, the stricter standard shall apply.

Article 8. Subdivision Design and Improvements shall apply to development of the Development, as follows:

*Residential areas of the Development that are **denser** than one dwelling unit per acre or commercial areas of the Development on a lot **smaller** than one acre the following shall apply:*

Section 8.1. Purpose.

Section 8.2. Applicability.

Section 8.3. General Requirements and Minimum Standards of Design for Subdivisions within the City Limits.

Section 8.5. Waiver of Subdivision Standards.

Section 8.6. Responsibility for Payment for Installation Costs.

Section 8.7. Construction, Guarantee of performance, and Acceptance of Public Infrastructure.

Section 8.9. Certifications.

*Residential areas of the Development that are equal to or **less dense** than one dwelling unit per acre or commercial areas of the Development on a lot equal to or **larger** than one acre:*

Section 8.1. Purpose.

Section 8.2. Applicability.

Section 8.4. General Requirements and Minimum Standards of Design for Subdivisions within the City of College Station Extraterritorial Jurisdiction.

Section 8.5. Waiver of Subdivision Standards.

Section 8.6. Responsibility for Payment for Installation Costs.

Section 8.7. Construction, Guarantee of performance, and Acceptance of Public Infrastructure.

Section 8.9. Certifications.

Additional Articles or portions of Articles of the UDO shall apply to the Development as follows:

Residential areas of the Development that are **denser** than one dwelling unit per acre or commercial areas of the Development on a lot **smaller** than one acre:

Section 5.1 Residential Dimensional Standards. Building setbacks and dimensional standards required for GS General Suburban shall apply.

Residential areas of the Development that are equal to or **less dense** than one dwelling unit per acre or commercial areas of the Development on a lot equal to or **larger** than one acre:

Section 5.2 Residential Dimensional Standards. Building setbacks and dimensional standards required for E Estate shall apply.

Section 7.13 Traffic Impact Analyses (“TIA”). A TIA at the preliminary plat stage only shall be required as set forth in this Section 7.13.

Notwithstanding anything to the contrary above, Development, regardless of land use, with frontage along or within 300 feet of State Highway 6 or FM 2154:

Section 5.4 Non-Residential Dimensional Standards. Building setbacks and dimensional standards required for GC General Commercial shall apply.

Section 7.5. Signs. Sign requirements for GC General Commercial and for MF Multi-Family shall apply as applicable depending on the land use.

Section 7.6. Landscape and Tree Protection. Section 7.6.D. 2. Streetscape and Section 7.6.D.4. Parking Screening shall apply.

Section 7.10. Non-Residential Architectural Standards shall apply except for subsection 7.10.C.4 Building Materials which does not apply.

The City’s Comprehensive Plan and Thoroughfare Plan shall also apply to the Development.

EXHIBIT E **LEGAL DESCRIPTION OF THE TRACT**

Municipal Utility District No. 2 (MUD 2)
995.30 Acres

STATE OF TEXAS §

COUNTY OF BRAZOS §

A METES AND BOUNDS description of a certain 995.30 acre tract of land out of the Jose Maria Barrera Survey, Abstract No. 67, the Jose Maria Barrera Survey, Abstract No. 68, the Jose Maria Barrera Survey, Abstract No. 69, the Thomas Henry Survey, Abstract No. 130, the Henry G. Hudson Survey, Abstract No. 140, the Andrew Miller Survey, Abstract No. 165, the Bartlett McGregor Survey, Abstract No. 171, the Archibald McLaughlin Survey, Abstract No. 158, the Diadem Millican Survey, Abstract No. 178, the Jefferson P. Mitchell Survey, Abstract No. 179, the Clement Raney Survey, Abstract No. 201, and the John W. Stewart Survey, Abstract No. 213, Brazos County, Texas, being all or a portion of the following tracts of land:

1. A called 82.453 acre tract to RB Ventures I, LLC, recorded in Volume 12300, Page 5, of the Official Public Records of Brazos County (OPRBC);
2. Remainder of a called 170.748 acre tract to RB Ventures I, LLC, recorded in Volume 12300, Page 20, OPRBC;
3. A called 10.001 acre tract to John E. McFarlane, Jr. and Erin M. McFarlane, recorded in Volume 9422, Page 180, OPRBC;
4. A called 122.98 acres (Tract One) to 5271 Memorial Partners, LTD., as recorded in Volume 6396, Page 106, OPRBC;
5. Remainder of a called 170.748 acre tract to Peach Creek Partners recorded in Volume 12300, Page 13, OPRBC;
6. A called 39.705 acre tract to Peach Creek Partners, LTD., described in Volume 12468, Page 57, OPRBC;
7. The property conveyed to Peach Creek Partners, LTD., as recorded in Volume 04227, Page 00119, OPRBC, and in Volume 04227, Page 00145, OPRBC;
8. A called 235.123 acre tract to Peach Creek Partners recorded in Volume 04227, Page 00135, OPRBC;

Said 995.30 acres being more particularly described by metes and bounds as follows with all bearings being based on the most north line of said 1215.830 acre tract having a record bearing of South 88°34'00" East recorded in Volume 04227, Page 00145, OPRBC;

BEGINNING at the north corner of aforementioned 82.453 acre tract, same being the east corner of the 16.68 acre tract recorded in Volume 8531, Page 011, OPRBC, and being in the southwest right-of-way of State Highway No. 6;

THENCE South 39°30'34" East, along the southwest right-of-way of State Highway No. 6, same being an easterly line of said 82.453 acre tract, 1524.59 feet to a point-for-corner;

THENCE continuing along said southwest right-of-way and easterly line of said 82.453 acre tract the following two (2) courses and distances:

1. South 21°04'28" East, 103.75 feet to a point-for-corner;
2. South 39°30'37" East, 80.88 feet to a point-for-corner;

THENCE over and across said 82.453 acre tract, aforementioned 122.98 acre tract, aforementioned 1213.537 acre tract, and aforementioned remainder tracts of the called 170.748 acre tract the following eighteen (18) courses and distances:

1. South 71°42'07" West, 684.53 feet to a point-for-corner;
2. North 76°33'36" West, 367.98 feet to a point-for-corner;
3. South 37°36'11" West, 489.75 feet to a point-for-corner;
4. South 85°55'01" West, 1114.30 feet to a point-for-corner;
5. South 30°40'07" West, 244.29 feet to a point-for-corner;
6. South 02°33'49" East, 246.04 feet to a point-for-corner;
7. South 12°34'02" East, 384.90 feet to a point-for-corner;
8. South 38°49'41" West, 182.69 feet to a point-for-corner;
9. South 66°15'42" West, 253.06 feet to a point-for-corner;
10. North 88°24'18" West, 340.45 feet to a point-for-corner;
11. South 55°33'30" West, 386.21 feet to a point-for-corner;
12. South 16°44'55" East, 156.95 feet to a point-for-corner;
13. South 08°40'55" West, 406.85 feet to a point-for-corner;

Municipal Utility District No. 2 (MUD 2)
995.30 Acres

14. South 51°55'56" West, 268.66 feet to a point-for-corner;
15. South 17°45'20" West, 273.38 feet to a point-for-corner;
16. South 77°16'18" West, 76.56 feet to a point-for-corner;
17. North 61°48'13" West, 323.52 feet to a point-for-corner;
18. South 64°13'23" West, 605.99 feet to a point-for-corner, being in aforementioned 141.460 acre tract;

THENCE over and across said 141.460 acre tract, the following four (4) courses and distances:

1. South 57°08'38" East, 565.05 feet to a point-for-corner;
2. South 86°50'52" West, 552.43 feet to a point-for-corner;
3. South 73°40'37" West, 1177.10 feet to a point-for-corner;
4. North 86°00'38" West, 596.88 feet to a point-for-corner being in aforementioned 1213.537 acre tract;

THENCE South 57°44'45" West, 394.02 feet to a point-for-corner in said 1213.537 acre tract;

THENCE North 58°42'27" West, continuing over and across said 1213.537 acre tract, 495.48 feet to a point-for-corner being in aforementioned 235.123 acre tract;

THENCE over and across said 235.123 acre tract, the following five (5) courses and distances:

1. South 51°31'02" West, 198.60 feet to a point-for-corner;
2. North 41°32'31" West, 413.39 feet to a point-for-corner;
3. North 77°31'31" West, 369.11 feet to a point-for-corner;
4. South 09°06'20" East, 2198.58 feet to a point-for-corner;
5. North 86°12'14" West, 378.58 feet to a point-for-corner, being in a common line of said 235.123 acre tract and the 83.159 acre tract recorded in Volume 12536, Page 294, OPRBC;

THENCE along the common lines of said 235.123 acre tract and said 83.159 acre tract the following three (3) courses and distances:

1. North 08°48'56" East, 326.38 feet to a point-for-corner;
2. North 14°30'53" West, 493.85 feet to a point-for-corner;
3. North 55°27'30" West, 544.47 feet to a point-for-corner;

THENCE North 85°59'18" West, along a northerly line of said 83.159 acre tract, 699.47 feet to a point-for-corner, same being the most northerly corner of said 83.159 acre tract;

THENCE continuing along the common lines of said 83.159 acre tract and said 1215.830 acre tract the following four (4) courses and distances:

1. South 38°39'12" West, 506.11 feet to a point-for-corner;
2. South 86°39'45" West, 264.29 feet to a point-for-corner;
3. South 40°06'02" West, 905.25 feet to a point-for-corner;
4. South 49°52'07" East, 1114.82 feet to a point-for-corner marking the beginning of a tangent curve to the right;

THENCE along said curve to the right, having a radius of 3050.00 feet, an arc length of 630.27 feet, a delta angle of 11°50'24", a chord bearing of South 43°56'55" East, and a chord length of 629.15 feet, to a point-for-corner marking a point of tangency and being the south corner of said 83.159 acre tract;

THENCE over and across aforementioned 1215.830 acre tract, the following thirteen (13) courses and distances:

1. South 53°19'25" West, 1938.66 feet to a point-for-corner;
2. South 03°25'08" West, 409.10 feet to a point-for-corner;
3. South 29°39'21" West, 379.66 feet to a point-for-corner;
4. South 44°06'24" West, 1168.08 feet to a point-for-corner;
5. South 33°19'41" East, 1142.14 feet to a point-for-corner;
6. South 74°20'36" West, 191.27 feet to a point-for-corner;
7. South 24°51'24" East, 293.88 feet to a point-for-corner;
8. North 62°04'40" East, 865.68 feet to a point-for-corner;
9. North 32°07'46" East, 449.62 feet to a point-for-corner;

Municipal Utility District No. 2 (MUD 2)
995.30 Acres

10. North 16°56'29" East, 484.44 feet to a point-for-corner;
11. North 04°30'39" East, 823.17 feet to a point-for-corner;
12. North 15°42'38" East, 459.11 feet to a point-for-corner;
13. South 37°06'59" East, 553.34 feet to a point-for-corner, same being the northwest corner of a called 20 acre tract recorded in Volume 10069, Page 264, OPRBC;

THENCE South 00°53'00" East, along the west line of said 20 acre tract, 2083.06 feet to a point-for-corner;

THENCE South 02°02'00" East, 728.06 feet to a point-for-corner, same being the northeast corner of a called 23.85 acre tract recorded in Volume 11639, Page 022, OPRBC and being in the west line of a called 43.05 acre tract recorded in Volume 11890 Page 225 OPRBC;

THENCE South 89°04'00" West, along the north line of said 23.85 acre tract, 1217.50 feet to a point-for-corner, same being the northwest corner of said 23.85 acre tract;

THENCE South 04°27'00" West, along the west line of said 23.85 acre tract, 849.85 feet to a point-for-corner, same being a westerly corner of the 0.14 acre tract recorded in Volume 10577, Page 237, OPRBC and being in the north right-of-way of Farm to Market Highway 2154;

THENCE North 70°59'09" West, along said right-of-way, 531.25 feet to a point-for-corner marking the beginning of a curve to the right;

THENCE along said curve to the right, having a radius of 5305.46 feet, an arc length of 1643.96 feet, a delta angle of 17°45'14", a chord bearing of North 61°33'22" West, and a chord length of 1637.39 feet, to a point-for-corner;

THENCE North 53°20'32" West, continuing along said right-of-way, 2655.74 feet to a point-for-corner;

THENCE North 01°05'00" West, 21.41 feet to a point-for-corner, being in the west line of aforementioned 1215.830 acre tract;

THENCE North 01°12'41" West, continuing along a west line of said 1215.830 acre tract, 782.28 feet to a point-for-corner, being the southwest corner of a 26.587 acre tract conveyed as a 1/2 undivided interest to DuBois Children's Limited Partnership, LTD, recorded in Volume 12468, Page 57, OPRBC;

THENCE along the south and east lines of said 26.587 acre tract the following five (5) courses and distances:

1. North 88°11'03" East, 371.48 feet to a point-for-corner;
2. North 68°06'25" East, 581.47 feet to a point-for-corner;
3. North 21°30'46" West, 343.01 feet to a point-for-corner, marking the beginning of a tangent curve to the right;
4. Along said curve to the right, having a radius of 3000.00 feet, an arc length of 1157.30 feet, a delta angle of 22°06'10", a chord bearing of North 10°27'41" West, and a chord length of 1150.14 feet, to a point-for-corner marking a point of tangency;
5. North 00°35'24" East, passing at a distance of 86.88 feet the northeast corner of said 26.587 acre tract and the southeast corner of a called 5.763 acre tract conveyed to DuBois Children's Limited Partnership, LTD, recorded in Volume 12468, Page 57, OPRBC, continuing in all a total distance of 508.48 feet to a point-for-corner in the south line of an 86.835 acre tract conveyed to Millican DPC Partners, LP, recorded in Volume 9981, Page 290, OPRBC;

THENCE North 69°40'32" East, with the south line of said 86.835 acre tract, 2301.29 feet to a point-for-corner being the south corner of a 11.972 acre tract conveyed to John T. Jaques and Kamela A. Jaques recorded in Volume 9960, Page 271, OPRBC;

THENCE North 69°40'33" East, with the southeast line of said Jaques tract and the southeast line of the remainder of a 103.4 acre tract conveyed to Millican DPC Partners, LP, recorded in Volume 9981, Page 276, a distance of 1644.73 feet to a point-for-corner;

THENCE, North 00°11'39" West, with the east line of the remainder of said 103.4 acre tract a distance of 944.63 feet to a point-for-corner, being in a west line of aforementioned 1215.830 acre tract;

THENCE with the west and north lines of said 1215.830 acre tract, the following four (4) courses and distances:

1. North 00°03'00" East, 937.50 feet to a point-for-corner;

Page 3 of 5

Municipal Utility District No. 2 (MUD 2)
995.30 Acres

2. North 19°35'00" West, 460.00 feet to a point-for-corner;
3. North 13°17'00" East, 680.56 feet to a point-for-corner;
4. South 88°34'00" East, 1930.00 feet to a point-for-corner, being the northeast corner of said 1215.830 acre tract and the northwest corner of a called 235.123 acre tract conveyed to Peach Creek Partners, LTD, recorded in Volume 4227, Page 135, OPRBC;

THENCE with the north line of said 235.123 acre tract, the following four (4) courses and distances:

1. North 87°19'00" East, 219.61 feet to a point-for-corner;
2. North 87°50'00" East, 1157.69 feet to a point-for-corner;
3. North 60°08'00" East, 136.11 feet to a point-for-corner;
4. North 47°16'00" East, 246.14 feet to a point-for-corner, being the northeast corner of said 235.123 acre tract and the most westerly northwest corner of a called 1213.537 acre tract conveyed to Peach Creek Partners, LTD, recorded in Volume 4227, Page 145, OPRBC;

THENCE with the north line of said 1213.537 acre tract, the following three (3) courses and distances:

1. North 47°28'00" East, 173.89 feet to a point-for-corner;
2. South 64°25'00" East, 234.17 feet to a point-for-corner;
3. North 62°30'00" East, 637.50 feet to a point-for-corner, being a northeast corner of said 1213.537 acre tract and the northwest corner of a called 141.460 acre tract (Tract Three) conveyed to Peach Creek Partners, LTD, recorded in Volume 4227, Page 145, OPRBC;

THENCE North 89°21'00" East, along the north line of said 141.460 acre tract, 2494.56 feet to a point-for-corner, being said tract's northeast corner and being in the west line of the remainder of a called 170.748 tract conveyed to RB Ventures I, LLC, recorded in Volume 12300, Page 20, OPRBC;

THENCE with the west and north lines of said remainder tract, the following seven (7) courses and distances:

1. North 00°10'21" West, 2075.08 feet to a point-for-corner;
2. North 40°29'41" West, 18.39 feet to a point-for-corner;
3. North 04°05'22" West, 102.71 feet to a point-for-corner;
4. North 70°09'13" East, 92.81 feet to a point-for-corner;
5. South 88°43'16" East, 348.00 feet to a point-for-corner;
6. North 88°03'52" East, 297.93 feet to a point-for-corner;
7. South 89°58'11" East, 538.46 feet to a point-for-corner, being the northeast corner of said remainder tract and the northwest corner of a called 10.001 acre tract conveyed to John E. McFarlane, Jr., and Erin M. McFarlane, recorded in Volume 9422, Page 180, OPRBC;

THENCE North 85°28'53" East, along the north line of said 10.001 acre tract, 491.52 feet to a point-for-corner;

THENCE South 89°47'44" East, passing the northeast corner of said 10.001 acre tract being a northwest corner of aforementioned 82.453 acre tract, continuing with the north line of said 82.453 acre tract, for a total distance of 999.70 feet to a point-for-corner at an interior corner of aforementioned 1213.537 acre tract;

THENCE North 00°17'51" East, 1592.78 feet to a point-for-corner in the southwest right-of-way of State Highway No. 6;

THENCE South 47°21'49" East, with said right-of-way, 81.40 feet to a point-for-corner;

THENCE South 00°18'00" West, with an east line of said 1213.537 acre tract, 1537.89 feet to a point-for-corner in a north line of aforementioned 82.453 acre tract;

THENCE North 89°59'15" East, with a north line of said 82.453 acre tract, 579.03 feet to a point-for-corner;

THENCE North 02°18'53" East, 795.80 feet to the **POINT OF BEGINNING, CONTAINING** 995.30 acres of land in Brazos County, Texas.

FOR A POLITICAL BOUNDARY ACREAGE TOTTALLING 995.30 ACRES.

Municipal Utility District No. 2 (MUD 2)
995.30 Acres

The metes and bounds description of MUD 2 was prepared under 22 TAC §663.21, and does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

A separate plat bearing DWG No. 1363 was prepared in conjunction with the foregoing metes and bounds description and is available in the offices of Jones|Carter in College Station, Texas.



CEC
8/1/16